GENERAL INFORMATION AND SYLLABUS  
BUSINESS LAW - BLW 335.500  
SUMMER II 2020

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Office Hours:

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<th>Office Hours (all office hours online)</th>
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<td>Monday</td>
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<td>Tuesday</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.

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 online. There are recorded lectures the students must watch which correspond to the same amount of class time students would spend in a face to face class. 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. Each exam opens and closes at the time noted in the syllabus and must be completed within those dates. **Exams not completed within this time period will receive zero (0) points.** 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. 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.** All exams in this class will be administered online through D2L. However, the Final Exam must be taken with an exam proctor. **Any student who takes this exam through D2L without utilizing a proctor pursuant to the rules set forth in this syllabus will receive a grade of 0 (zero) on the exam!** 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. **Students are NOT permitted to use the textbook, notes, or any other resources during any of the exams. In addition, exams are to be individual work and collaboration with other students or individuals is not allowed. Using ANY materials of any kind on the exams or collaborating with other students on the exams is considered cheating, and a violation of SFA’s academic dishonesty policy, which will result in appropriate consequences.**

**IMPORTANT EXAM PROCTORING INSTRUCTIONS – READ CAREFULLY!!!:**

All exams in this class will be administered online through D2L. However, the Final Exam must be taken with an exam proctor. **Any student who takes this exam through D2L without utilizing a proctor pursuant to the rules set forth in this syllabus will receive a grade of 0 (zero) on the exam!** You must have your exam proctored through an electronic proctoring service. Currently, I plan for this to be ProcturU. There are instruction both in D2L and below about using this service. If the University switches to a different proctoring service, students will be notified.

- If you cannot come to the testing center to take your exam, you can arrange to have your exam proctored online utilizing the service ProctorU. There is a fee for using ProctorU, which the student must pay. The standard proctoring fee for Proctor U (paid directly to them) is $25.00. If you try to schedule your exam with 72 hours of taking it, there will be an additional fee, as noted below. Specific information (such as any password/login information you will need) will be uploaded to D2L.
Generally, ProctorU is an online proctoring service using live proctors, and allows you to take an online exam while being proctored by a live person at a remote location. Taking an exam through ProctorU requires that you have a functioning webcam and microphone. In addition, you will need a reflective surface, such as a hand mirror, CD, or DVD to make sure there is no material (such as sticky notes) on the monitor. You will also need access to a desktop or laptop computer. Tablets, smart phones, Chromebooks, and other mobile devices are not supported at this time. If you elect to use ProctorU to take these exams, please note the following:

- **It is your responsibility** to schedule your exam(s) and abide by all rules for bringing only appropriate materials into your testing area. You will need to provide photo identification to your proctor prior to taking your exam. Appropriate identification includes: driver’s license, SFA student ID, passport, or other government-issued photo identification.

- **You must schedule your exam** at least 72 hours or more in advance, or you will be required to pay an additional fee varying from $5.00 to $8.75. If you schedule your exam 72 hours or more in advance, you will not need to pay this additional fee!

- When you schedule your exam, be sure to take into account that verifying your identity and validating the integrity of your testing area will take a few minutes. Thus, you must schedule your proctoring appointment for a time at least 30 minutes before the exam is set to expire to ensure that you can go through the set up process in time to begin the exam in the allotted time.

- Before scheduling your exam, you need to ensure your computer is compatible with ProctorU’s software.

- In the weeks/months before your exam, follow these steps to learn how ProctorU works and how to schedule an exam.
  2. Go to [Test My Computer](#) to test out your computer to see if everything such as your webcam, microphone, bandwidth, etc., meet the requirements for ProctorU.
  3. You can also visit [Technical Specifications for Using ProctorU](#) to see required specifications. 

    *Note: Google Chrome is the best browser to use when taking an exam with ProctorU!*

- Additional specific information is available at [ProctorU.com](#).

While this is the only exam that will be proctored, the same rules regarding not using study materials, taking the exams in groups, etc. apply to all of the exams. For the non-proctored exams, you will be on the honor
system. **Note that if your grades on the non-proctored exams are substantially higher than your grades on the proctored exam, I will consider this to be relevant evidence that you have not abided by the exam rules and have engaged in academic dishonesty.**

**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.

Class Participation Quizzes: (50 total points) Since this is an online class, there are no physical class sessions to attend. However, just like in a face to face class, I expect all students to interact with the material and participate in the course. In lieu of classroom lecture sessions, I have recorded class lectures via the Panopto lecture capture tool and have posted them to D2L. There are also powerpoints and other written materials that you can utilize to interact with the material. In order to evaluate your participation in the class, there are multiple choice quizzes for each module. Each of these quizzes is worth 10 points, for a total of 50 points toward your grade. The quizzes are set up as follows:

- The quizzes are relatively short (between 10 and 20 questions each), but I am giving you 60 minutes to complete each one. This is to encourage you to really think about the questions and spend a lot of time working through them.
- You are encouraged to you use your class material (books, notes, etc.) while taking the quizzes. Additionally, it is perfectly fine if you take the quizzes in groups so you can work through the problems together.
- Although each quiz is relatively short, the questions are drawn randomly from a very large bank of questions. Because of this, if you are taking the quiz with other students, you will each likely have different questions on your quiz. Thus, if you take the quiz with other students then you will have a chance to see a greater number of questions and cover more material.
- You can take each quiz up to 5 times, and your highest score will be your grade. Each time you take the quiz, it will generate a different set of random questions, so taking each quiz multiple times will allow you to practice on a greater number of questions. Since your highest score is what is recorded for your grade, even if you make 100% on the first attempt, you can still take each quiz multiple times for practice without hurting your grade.

The purpose of these quizzes is to help you learn the material better as well as to get practice on questions that are similar to what you will see on the exam. Thus, I highly encourage you to take advantage of these quizzes and your ability to take them multiple times both to help your grade and also prepare you for the exams.

Contract Negotiation Exercise: (75 points) You will be paired with other students 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.

Grading: Grades will be determined on the following scale, based on the 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).

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<th>Scale</th>
<th>Example</th>
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<tr>
<td>90-100%=A</td>
<td>84 points Exam No. 1</td>
</tr>
<tr>
<td>80-89%=B</td>
<td>72 points Exam No. 2</td>
</tr>
<tr>
<td>70-79%=C</td>
<td>74 points Exam No. 3</td>
</tr>
<tr>
<td>60-69%=D</td>
<td>135 points Final Exam</td>
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<tr>
<td>Below 60%=F</td>
<td>70 points Negotiation Exercise</td>
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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.

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 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 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. Any material deviations from this schedule will be announced and delivered to students by email.

July 7 – July 15
Module 1 – Legal Reasoning, Contracts Chapters 11-14
Case Brief # 1, Jensen v. IBM, due via D2L Dropbox by July 15 @ 11:59 p.m.
Class Participation Quiz # 1 due by July 15 @ 11:59 p.m.
Exam # 1 opens July 12 @ 8:00 a.m., due by July 15 @ 11:59 p.m.

July 16 – July 22
Module 2 – Contracts Chapters 15, 16, 18
Case Brief # 2, Payne v. Hurwitz, due via D2L Dropbox by July 22 @ 11:59 p.m.
Class Participation Quiz # 2 due by July 22 @ 11:59 p.m.
Exam # 2 opens July 19 @ 8:00 a.m., due by July 22 @ 11:59 p.m.

July 23– July 29
Module 3 – Torts and Warranties, Chapters 6, 7, 23
Case Brief # 3, McKee v. Laurion, due via D2L Dropbox by July 29 @ 11:59 p.m.
Class Participation Quiz # 3 due by July 29 @ 11:59 p.m.
Exam # 3 opens on July 26 @ 8:00 a.m., due by July 29 @ 11:59 p.m.

July 30 – Aug. 7
Module 4 – Chapters 25-28, 8, 29-32
Contract Negotiation Exercise deliverables due via D2L Dropbox by Aug. 2 @ 11:59 p.m.
Class Participation Quiz # 4 due by Aug. 7 @ 11:59 p.m.
Exam # 4 opens August 5 @ 8:00 a.m., due by Aug. 7 @ 11:59 p.m.