Syllabus
Fall 2023
BLAW 3335-002: Business Law
Rusche College of Business
Stephen F. Austin State University

Instructor:

Drew Thornley
J.D., Harvard Law School
B.A., The University of Alabama
Associate Professor of Legal Studies (Tenured)
Department of Business Communication and Legal Studies
Rusche College of Business
Stephen F. Austin State University
McGee Business Building, Room 229A
thornleyam@sfasu.edu

Class Days/Time:

T/Th, 9:30-10:45 AM (McGee 124)

Office Hours (SUBJECT TO CHANGE):

Office:

Tuesdays: 10:50 AM-12:20 PM
Wednesdays: 8:30-11:30 AM
Thursdays: 10:50 AM-12:20 PM
Otherwise, by appointment.

Online (via Zoom):

Wednesdays: 1-5 PM

NOTE: If you desire an online meeting during (and/or outside) this designated time, you must schedule an appointment with me in advance. To do so, email me your request for a meeting, along with your complete availability.

Course Text (REQUIRED): Practical Business Law, Thornley, Blount, Shrewsbury, Copyright 2022, ISBN: 9781644969410, https://www.greatriverlearning.com/product-details/2154. Each chapter MUST be read prior to the class meeting assigned to it (see “Schedule of Chapters” below). Additional required reading materials may be distributed (in class or electronically) throughout the semester.

**Course Description:** An introduction to the United States’ legal system, with specific focus on civil procedure, litigation, and laws in such subject matters as contracts, torts, sales, business organizations, intellectual property, and agency. Prerequisite: Junior Standing. Expected weekly hours of work outside of class: six (6).

**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.

**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.

**Grades:** Grades will be determined according to the following percentages:

- Exam 1: 15%
- Exam 2: 15%
- Exam 3: 15%
- Exam 4: 15%
- Textbook-Chapter Quizzes: 25%
- Assignments: 15%

All grades are calculated by percentage. I don’t assign a point value for exams or assignments. So, if an exam has 25 questions, it doesn’t matter if each question is worth 1 point or 4 points or 100 points. Your grade is the number correct divided by 25. So, 25/25 = 100%, 20/25 = 80%, etc. Same with assignments. It doesn’t matter that one assignment might be scored out of 10, while another is scored out of 100. All that matters is the percentage you earn. Your participation grade will be the average score of all of your percentages. So, for example, if you earn an 8/10, that’s 80%. And if you earn 90/100, that’s 90%. If these were your only assignments, then your assignment grade would be 85%, which equals the average of 80% (8/10) and 90% (90/100). Grades are **not rounded up**. For example, 79.99 = 79.

**Course Requirements:**

**Exams:** The course is divided into four units, each of which has one exam at the end. Each exam covers only the material covered in that unit. Thus, after the first exam, exams are not cumulative. Each exam is 15% of your overall grade. Each exam lasts for 75 minutes (the length of a class meeting). Exams will be taken in person (in our regular classroom) via the “Quizzes” function of Brightspace by D2L, and
your taking of the exam will be live proctored by me. Students are not permitted to use the textbook, notes, or any other resources during the exams. Any instance of the following results in an exam grade of zero (0): talking of any kind, wearing a forward-facing hat/cap, or use of headphones or earpieces of any kind. **If an exam conflicts with a university-excused absence, you must contact me at least seven (7) days before the exam. Failure to do so will result in an exam grade of zero (0).** (Note: Field trips for other classes are not excused absences, nor are meetings for other classes’ group projects or any other choice by you to spend time working on other classes during our class meeting times.) In case such an event arises within seven (7) days of the exam, notify me immediately upon learning of it. Failure to do so will result in an exam grade of zero (0). In case of an extreme emergency that prevents you from taking an exam, contact me before the scheduled exam, if possible. (In the case of illness, a doctor’s note specifying that you are too ill to attend class is required, in order for me to consider your illness as reason for an exam makeup.) If it is not possible to contact me before the exam, contact me no later than 2 days after the emergency is resolved. Failure to do so will result in an exam grade of zero (0). Any excused exams must be scheduled for make-up within two (2) days of the missed exam or two (2) days after the emergency has resolved itself, or students will receive an exam grade of zero (0). It is entirely the student’s responsibility to make arrangements with me to take a missed exam.

**Textbook-Chapter Quizzes:** The textbook has 25 chapters. Each chapter has a chapter quiz at the end. You have one attempt for each quiz. Your percentage average for all 25 quizzes will be your grade for this portion of your overall grade. Thus, in effect, each quiz equates to 1% of your overall grade.

**Assignments:** Each unit will include one written assignment. These are weighted equally, so each assignment counts 3.75% of your overall grade. Using any artificial intelligence (AI) software or tool, such as ChatGPT, to draft materials for an assignment is strictly prohibited, unless expressly authorized by your instructor. **NOTE:** I reserve the right to add assignments. If I do so, the respective weights of each assignment will be adjusted accordingly. The assignments will remain equally weighted.

**Attendance:** If you choose not to attend class, that is your choice. I will be there and want you to be there, too, but I will not take roll every time we meet. That said, if you are not present for an in-class assignment (for an unexcused reason), you will receive a zero. If I happen to take roll one day and count it as an assignment grade, you will receive a zero. Again, the policy outlined above for missed exams applies to all missed assignments. In addition, if you miss class, and during class I announce an out-of-class assignment, you will be unaware of the assignment, unless you find out from a classmate. As stated above, if you miss class, do not email me and ask what you missed in class.

**Course Calendar:** The course is divided into four stand-alone units. By “stand-alone,” I mean that each unit has an exam that tests material covered during that unit only. I expect to divide the semester (roughly) evenly among these four units. In other words, each unit will consume approximately 25% of the semester. The exam for Unit 4 will be given during exam week, on the **day & time assigned by the University:** **Thursday, December 14, 8-10 AM** (McGee 124). Material covered and dates of exams may vary slightly, as necessitated by the pace of the course. What follows is a general outline of the material I expect to cover for each exam. Any significant deviation(s) from the following list of unit topics will be announced to students either during class or via email:

- **Unit 1:** Introduction to Law in the United States; U.S. Court Systems; Civil Procedure; Remedies
- **Unit 2:** Litigation; Alternative Dispute Resolution (ADR); Torts
- **Unit 3:** Contracts
- **Unit 4:** Sales; Products Liability; Agency; Business Organizations; Intellectual Property
Schedule of Chapters (PROJECTED)

*NOTE: The following schedule is my estimation of when we will discuss in class each textbook chapter. These are subject to change. I will let you know in class of any material deviation from this schedule.

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<tr>
<th>Class Meeting</th>
<th>Date</th>
<th>Chapter</th>
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<td>Thursday, August 31</td>
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<td>Tuesday, September 5</td>
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UNIVERSITY POLICIES

All applicable university policies are incorporated herein. For a complete list of university policies, see the following: https://www.sfasu.edu/policies. In particular, I highlight two of these policies below:

**Academic Integrity (4.1)**

The Code of Student Conduct and Academic Integrity (Policy 10.4) outlines the prohibited conduct by any student enrolled in a course at SFA. It is the responsibility of all members of all faculty, staff, and students to adhere to and uphold this policy.

Articles IV, VI, and VII of the new Code of Student Conduct and Academic Integrity outline the violations and procedures concerning academic conduct, including cheating, plagiarism, collusion, and misrepresentation.
Cheating includes, but is not limited to: (1) Copying from the test paper (or other assignment) of another student, (2) Possession and/or use during a test of materials that are not authorized by the person giving the test, (3) Using, obtaining, or attempting to obtain by any means the whole or any part of a non-administered test, test key, homework solution, or computer program, or using a test that has been administered in prior classes or semesters without permission of the Faculty member, (4) Substituting for another person, or permitting another person to substitute for one’s self, to take a test, (5) Falsifying research data, laboratory reports, and/or other records or academic work offered for credit, (6) Using any sort of unauthorized resources or technology in completion of educational activities.

Plagiarism is the appropriation of material that is attributable in whole or in part to another source or the use of one’s own previous work in another context without citing that it was used previously, without any indication of the original source, including words, ideas, illustrations, structure, computer code, and other expression or media, and presenting that material as one’s own academic work being offered for credit or in conjunction with a program course or degree requirements.

Collusion is the unauthorized collaboration with another person in preparing academic assignments offered for credit or collaboration with another person to commit a violation of any provision of the rules on academic dishonesty, including disclosing and/or distributing the contents of an exam.

Misrepresentation is providing false grades or résumés; providing false or misleading information in an effort to receive a postponement or an extension on a test, quiz, or other assignment for the purpose of obtaining an academic or financial benefit for oneself or another individual or to injure another student academically or financially.

**Withheld Grades Semester Grades Policy (5.5)**

Ordinarily, at the discretion of the instructor of record and with the approval of the academic chair/director, a grade of WH will be assigned only if the student cannot complete the coursework 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. If students register for the same course in future terms the WH will automatically become an F and will be counted as a repeated course to compute the grade point average. For additional information, go to [https://www.sfasu.edu/policies/course-grades-5.5.pdf](https://www.sfasu.edu/policies/course-grades-5.5.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), Human Services Building, and Room 325, 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 promptly may delay your accommodations. For additional information, go to [http://www.sfasu.edu/disabilityservices/](http://www.sfasu.edu/disabilityservices/).

**Student Wellness and Well-Being**

SFA values students’ overall well-being, mental health and the role it plays in academic and overall student success. Students may experience stressors that can impact both their academic experience and their personal well-being. These may include academic
pressure and challenges associated with relationships, emotional well-being, alcohol and other drugs, identities, finances, etc.

If you are experiencing concerns, seeking help, SFA provides a variety of resources to support students’ mental health and wellness. Many of these resources are free, and all of them are confidential.

**On-campus Resources:**

**The Dean of Students Office** (Rusk Building, 3rd floor lobby)
[www.sfasu.edu/deanofstudents](http://www.sfasu.edu/deanofstudents)
936.468.7249
dos@sfasu.edu

**SFA Human Services Counseling Clinic** (Human Services, Room 202)
[www.sfasu.edu/humanservices/139.asp](http://www.sfasu.edu/humanservices/139.asp)
936.468.1041

**The Health and Wellness Hub** “The Hub”
Location: corner of E. College and Raguet St.

To support the health and well-being of every Lumberjack, the Health and Wellness Hub offers comprehensive services that treat the whole person – mind, body and spirit.

Services include:
- Health Services
- Counseling Services
- Student Outreach and Support
- Food Pantry
- Wellness Coaching
- Alcohol and Other Drug Education

[www.sfasu.edu/thehub](http://www.sfasu.edu/thehub)
936.468.4008
thehub@sfasu.edu

**Crisis Resources:**

- Burke 24-hour crisis line: 1.800.392.8343
- National Suicide Crisis Prevention: 9-8-8
- Suicide Prevention Lifeline: 1.800.273.TALK (8255)