I. GENERAL COURSE INFORMATION

Course name: Business Law I/BL 201                                    Course credit: 4 hours

<table>
<thead>
<tr>
<th>CAMPUS</th>
<th>DOWNRIVER</th>
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<tbody>
<tr>
<td>SECTION NO.</td>
<td>20321-101</td>
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<tr>
<td>DAY</td>
<td>Tue. &amp; Thur.</td>
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<td>TIME</td>
<td>11:30 a.m.-1:30 p.m.</td>
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NOTE: YOUR INSTRUCTOR RESERVES THE RIGHT TO MODIFY THE COURSE REQUIREMENTS, ASSIGNMENTS, GRADING PROCEDURES, AND OTHER RELATED POLICIES AS CIRCUMSTANCES MAY DICTATE.

II. INSTRUCTOR INFORMATION


WCCCD: Downriver Campus (Office #5) - (734) 946-3500, Ext. 3291
Home Phone: (248) 855-3843
Email Address: glciampa@aol.com

OFFICE HOURS: See ADDENDUM attached to this syllabus for specific location and time of office hours when I will be available to see students this semester. It is strongly advised that you contact me in advance for an appointment.

III. TEXTBOOK


IV. COURSE DESCRIPTION

Business Law I is a survey of the American legal system designed to develop an understanding of the fundamentals of business law. Classes are conducted by using text and actual case studies for the purpose of observing the development and application of legal principles in a business activity. Topics covered include the nature of law, courts and court procedures, crimes and torts, contracts, sales, and negotiable instruments.

This course provides the student with a working knowledge of the legal framework within which formal business organizations must operate.
V. COURSE OBJECTIVES

(1) To identify and discuss the sources and classifications of the law; to identify those fields commonly referred to as business law; to state the reasons for studying business law.

(2) To describe the structure of the federal and state court systems; to outline the basic procedure followed in a civil lawsuit and to draw comparisons between civil and criminal proceedings.

(3) To define and discuss the nature of crime and the essential elements to be convicted of criminal behavior.

(4) To define torts and the bases for tort liability; to define and discuss the various intentional torts, negligence and strict liability and any defenses available.

(5) To define contract and state the essential elements; and to discuss in detail the requirements of the offer, acceptance and consideration.

(6) To state and discuss in detail how a contract may be defeated by affirmative defenses related to the state of mind of either or both of the parties, or by illegality.

(7) To state and compare the parole evidence rule and the statute of frauds; to describe the memorandum necessary to comply with the statute of frauds and the consequences of failure to comply; to state and apply the rules used most commonly to resolve ambiguities in written contracts.

(8) To define a third party beneficiary and discuss the rules used in determining the rights of the parties; to define an assignment/delegation and discuss the rules used in determining the rights of the parties.

(9) To state the principles necessary to determine whether a contract has been performed, discharged or breached and if breached, to identify the appropriate remedy.

(10) To distinguish sales contracts from common law contracts; to state the guidelines for determining when ownership changes hands, and when responsibility for merchandise shifts from seller to buyer; to outline the basic duties of buyers and sellers and to distinguish various kinds of contracts according to the conditions under which goods are transferred from seller to buyer; to distinguish the kinds of warranties a seller makes and the seller’s liability when no warranty exists.

(11) To define negotiability and state the requirements for negotiability; to state and define the types of negotiable instruments; and to state the rights of the parties thereunder.

VI. CLASSROOM POLICIES AND PROCEDURES

A. Attendance and Class Participation

Strict attendance will be taken in this course throughout the semester and will be worth a total of twenty points toward your final grade.
The points given for attendance will be determined by the total number of absences as follows:

<table>
<thead>
<tr>
<th>Absences</th>
<th>Points</th>
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<tbody>
<tr>
<td>0</td>
<td>20</td>
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<tr>
<td>1 day absence</td>
<td>19</td>
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<tr>
<td>2 day absences</td>
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<tr>
<td>12 day absences</td>
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</tbody>
</table>
*Automatic Failure*

Full credit for attendance will be given only if the student is in class the entire period. Coming to class excessively late or leaving early will result in either partial credit for attendance or no credit at all. If you know you are going to be absent or have an excuse for an absence of which you wish me to be aware, you can let me know before or after class. However, there are no excused absences; and all absences, no matter what the reason, will result in a loss of points as set forth above.

Class participation will be judged by your preparedness for class and your ability to discuss problems and questions in class (not necessarily by the number of correct answers). It too will be worth a total of twenty points toward your final grade. The points will be assigned by me at the conclusion of the semester.

Furthermore, at the end of the semester, if any student is in a borderline situation (i.e. between an A and a B, between a B and a C, etc.) attendance and class participation will be the factors to which I will look to determine whether he/she will receive the higher or the lower grade.

A student is responsible for material covered in class regardless of whether he/she is present. In the event that a student is absent, it is his/her responsibility to determine what he/she missed and to obtain notes from other students. Any handouts or assignments that are distributed can be obtained from your instructor. A student who has missed the first class meeting(s) because he/she registered late must catch up on any missed assignments immediately. No special privileges are available for registering late.

B. Examinations

There will be four examinations throughout the semester given as specified on the assignment schedule below and covering the material there indicated. The examinations will consist of objective questions (true-false, multiple choice, etc.) and case problems. On these examinations, the student will be responsible for the material covered in the textbook as well as material covered in class lectures.

There will be no comprehensive final examination at the end of the semester. The last examination will simply cover the last quarter of the course materials. A student is required to take all of the examinations. Failure to take one or more of the required examinations will result in automatic failure in this class.
The number of points available on each examination will be as follows:

- EXAM. NO. 1 - 50 Points
- EXAM. NO. 2 - 60 Points
- EXAM. NO. 3 - 60 Points
- EXAM. NO. 4 - 50 Points

220 Points possible

The objective portion of these examinations will be administered on Scan-Tron Test Forms which are machine scored. Therefore, each student must submit four (4) 100 Question Answer Sheets to me within the first three weeks of the semester. These answer sheets are available at all of the college bookstores at a nominal cost.

**NOTE:** If you are not present for an examination and have not notified me in advance or immediately after the examination to indicate to my satisfaction that extenuating circumstances beyond your control prevented you from taking the examination at the scheduled time, it will be within my discretion to lower your grade up to ten points when you do complete the examination.

C. **Academic Dishonesty**

Any student who participates in cheating in ANY WAY including, but not limited to:

1. Using lecture/study notes or summaries in any form during examinations,
2. Copying examination answers,
3. Failing to cover answers on an examination,
4. Giving and/or receiving examination questions and/or answers,
5. Removing an examination from the classroom, and/or
6. Giving or receiving assistance on an assignment that goes beyond that allowed by your instructor,

**WILL RECEIVE A FAILING GRADE IN THIS COURSE. ALL ASSIGNMENTS AND EXAMINATIONS FOR THIS CLASS ARE TO BE DONE INDEPENDENTLY UNLESS STATED OTHERWISE BY YOUR INSTRUCTOR.**

D. **Grading**

Your performance in the class will be measured by points earned for attendance and class participation, points earned on examinations, points earned on **STUDY GUIDE** assignments, and points earned on a Courtroom Visitation Report, with the following points available in each area:

- Attendance and Class Participation - 40 Points Possible
- Examinations - 220 Points Possible
- **STUDY GUIDE** Assignments - 50 Points Possible
- Courtroom Visitation Report - 25 Points Possible

335 Points Possible

Your final grade will basically be determined by computing your percentage of the total points possible (total points earned divided by total points possible) and converting it to a letter grade. The following percentages will be equivalent to the following letter grades:
90% - 100% = A (Excellent)
77.5% - 89% = B (Above Average)
65% - 77.4% = C (Average)
55% - 64% = D (Below Average)
Below 55% = E (Failure)

You will not be given letter grades on your examinations, but you will receive the number of points earned on each examination and be informed of your class standing on each examination. At the end of the semester, each student's points will be totaled, converted to a percentage of the total points possible, and assigned a letter grade.

A grade of INCOMPLETE will be given to a student only if all of the following conditions exist:

(1) A documented, unforeseen emergency prevents the student from completing the work in a course.
(2) The emergency must have occurred after the last day to withdraw from classes.
(3) At the time of the emergency, the student must be earning a passing grade.
(4) The Incomplete grade is not being used as a substitute for a W, XW, or for an unsatisfactory grade.

UNDER NO CIRCUMSTANCES WILL A GRADE OF INCOMPLETE BE GIVEN SO THAT A STUDENT CAN REPEAT A CLASS.

If a student decides to withdraw from the class before the end of the semester, it is the policy of the college that the responsibility for dropping a class belongs to the student. Students may drop the class until the eighth week of the semester without an instructor’s signature. From the ninth week to the twelfth week of the semester, the student must obtain his/her instructor’s signature on an Add/Drop Form. If you drop the class for any reason, please inform your instructor so that the necessary record keeping entries can be recorded for you.

E. Class Periods

Day class periods will run for one hour and fifty minutes, and night class periods will run for three hours and forty-five minutes with a short break. THERE WILL BE NO SMOKING, EATING, OR DRINKING IN THE CLASSROOM! All telephones, pagers, beepers, etc. must be turned off during class sessions and out of sight.

When you come to class, please be prepared to remain in attendance for the entire period. Casually walking in and out of the classroom while class is in session will not be permitted.

Parents will not be allowed to bring their children with them to class. It shall be your responsibility to arrange for adequate child care. If an emergency arises which you feel necessitate bringing a child to class, you must first have it approved by me. Otherwise, you will be asked to leave the class.

F. General

If you feel you are having difficulty in the course at any time, make an appointment with me as soon as the difficulty arises. Do not wait until the last few weeks of the semester or just prior to an examination. MY DOOR WILL ALWAYS BE OPEN. Students are always welcome to make an appointment with me in order to discuss course work or career and
educational problems. Feel free to arrange an appointment with me at a mutually convenient time.

VII. ASSIGNMENTS

A. Textbook

The proposed reading assignments for the semester are as listed below. You will be expected to have read the material assigned before each class period. You will also be expected to have your text and STUDY GUIDE with you in class at all times.

WEEK 1

Introduction
Chapter 2 - Dispute Settlement - P. 27

WEEK 2

Chapter 1 - Law, Legal Reasoning, and the Legal Profession - P. 3
Chapter 6 - Intentional Torts - P. 111

WEEK 3

Chapter 7 - Negligence and Strict Liability - P. 127
Chapter 5 - Crimes - P. 96

WEEK 4

EXAMINATION NO. 1 (Chapters 1, 2, & 5-7)

WEEK 5

Chapter 9 - The Nature and Origins of Contracts - P. 165
Chapter 10 - Creating a Contract: Offers - P. 180

WEEK 6

Chapter 11 - Creating a Contract: Acceptances - P. 196
*Chapter 14 - Voluntary Consent - P. 238

WEEK 7

Chapter 13 - Capacity to Contract - P. 226

WEEK 8

EXAMINATION NO. 2 (Chapters 9-11, 13, & 14)

WEEK 9

Chapter 12 - Consideration - P. 211

WEEK 10

Chapter 16 - The Form and Meaning of Contracts - P. 268
* Chapter 15 - Illegality - P. 253
WEEK 11

Chapter 17 - Third Parties’ Contract Rights - P. 285
Chapter 18 - Performance and Remedies - P. 296

WEEK 12

EXAMINATION NO. 3 (Chapters 12 & 15-18)

WEEK 13

COURTROOM VISITATION REPORT IS DUE
Chapter 38 - Negotiable Instruments - P. 749
Chapter 39 - Negotiation and Holder in Due Course - P. 766

WEEK 14

Chapter 19 - Formation and Terms of Sales Contracts - P. 315
Chapter 21 - Performance of Sales Contracts - P. 361

WEEK 15

EXAMINATION NO. 4 (Chapters 19, 21, 38, & 39)

* Only the case problems at the end of these chapters in the text and SUPPLEMENTARY CASE PROBLEMS will be covered in class.

If at any time during the semester the material assigned for a particular period is not covered, the lecture will continue from the point at which we left off. Thus, if we do get behind, continue with the chapters assigned in the order listed on the assignment schedule and stay approximately one chapter ahead of the point at which we left off. Do not eliminate any chapters unless so instructed.

It is strongly urged that students take thorough notes while in class which can be used to review the material covered and to prepare for examinations.

B. Study Guide

It is expected that the STUDY GUIDE materials will be completed for each chapter as you read the text. These materials assist in evaluating your understanding of the material read and also help to familiarize you with the kinds of questions that will be asked on examinations.

Because of the great amount of time required to correct and grade these assignments, every assignment will not necessarily be collected. Instead, I will collect selected assignments at random intervals during the semester. On those occasions, I will correct and grade them. All answers to STUDY GUIDE assignments must be submitted on answer sheets which will be provided to you in class.

The STUDY GUIDE assignments together will be worth a total of 50 points toward your final grade, which will be calculated by dividing the total number of points earned on the assignments collected by the total number of points possible and multiplying that figure by 50.

Failure to submit these assignments when collected will result in a penalty of 10% of the total points possible for the assignments submitted late for each class period that the assignment is late with a maximum penalty of 30% of the total points possible. Late
assignments will only be accepted for credit for three class periods from the date the assignments were originally collected. Thereafter, no credit will be given. If you are absent from class when STUDY GUIDE assignments are collected, they will be due immediately upon your return to class. Otherwise, they will be considered late.

C. Courtroom Visitation Report

Each student will be required to visit a local court and prepare a report on his/her personal observations. This report is expected to be prepared and submitted in a scholarly manner and will be graded for both content and presentation. This paper will be worth a maximum of twenty-five (25) points and will be due at the beginning of the thirteenth week of class. An assignment sheet explaining the exact details and requirements for this report will be submitted to you in class during the semester.
ADDENDUM

OFFICE HOURS FOR SPRING - 2011*

GARY L. CIAMPA
(Faculty Offices)

NORTHWEST CAMPUS:

Monday & Wednesday – 11:00 a.m.-12:00 p.m.

Saturday - 11:30 a.m. -12:00 p.m. (AFTER BUS 150-ONLINE CLASS SESSIONS)

DOWNRIVER CAMPUS (OFFICE 5):

Tuesday & Thursday - 1:30-2:30 p.m.

Tuesday - 6:00-6:30 p.m. (PRIOR TO ONLINE CLASS SESSIONS)

DOWNTOWN CAMPUS :

Thursday - 6:00-6:30 p.m. (PRIOR TO ONLINE CLASS SESSIONS)

*It is strongly advised that you contact me in advance for an appointment.