I. COURSE DESCRIPTION:

A. Presents fundamental concepts of contract law including formation, performance, and enforcement of contracts under the common law and the Uniform Commercial Code with emphasis on the paralegal's role in contract law.

B. LGLA 1351, Contracts and the UCC, is a required course in the Legal Assistant degree program.

C. This course is occupationally related and serves as preparation for careers in law.

D. Prerequisite(s): None

II. LEARNING OUTCOMES

A. General Objectives: Upon successful completion of this course, (Contracts), the student will:

1. Use terminology relating to contract law;
2. analyze sources relating to contract law;
3. draft documents used in contract law; and
4. analyze the ethical considerations of the paralegal relating to contract law.

B. Student Outcomes:

1. To demonstrate knowledge of substantive law governing contract formations and disputes.
   Measure: Students will take three examinations and be required to do one research project.
   Standard: At least 80% of all students should receive a grade of “C” or better in each of these quizzes or examinations.

2. To demonstrate the ability to locate, evaluate and apply relevant sources of law.
   Measure: Students will utilize primary and secondary electronic and print sources of law in order to apply Uniform Commercial Code provisions to a hypothetical legal problem.
Standard: At least 80% of all students should receive a grade of “C” or better for this project.

3. To demonstrate effective written communication skills.

Measure: Students will draft a legally enforceable contract that memorializes the terms of a hypothetical business deal.

Standard: At least 80% of all students should receive a grade of “C” or better for this project.

III. INSTRUCTIONAL MATERIALS

A. Instructional Materials for this course may be found at www.ctcd.edu/books

IV. COURSE REQUIREMENTS

A. Reading Assignment:
   As assigned by Instructor.

B. Projects, Oral Reports, Case Studies, Book Reports, Research Papers:
   Students will be expected to complete and submit all assigned projects, reports, and other assignments as indicated by the Instructor.

C. Class Performance:
   All students are required and expected to maintain the highest standards of scholastic honesty in the preparation of all course work and during examinations. For a description and consequences of scholastic dishonesty see the Central Texas College Catalog.

D. Class Participation:
   The Student is expected to be on time for class, to have read the assigned materials, and be prepared to discuss the assignment in class. All persons must be present on exam day unless properly excused in advance. Students who are late for or absent from class have the absolute responsibility for obtaining the missed information. Students will be expected to take all scheduled examinations in the class period in which they are assigned. Students are expected to observe the Central Texas College policy for attendance as explained in the current catalog.

E. Each student is expected to act in a manner consistent with the College’s functions and goals as an institution of higher education. The Board of Trustees of Central Texas College states the following examples of misconduct constitute an interference with the lawful and orderly use of college premises, facilities, and activities for which students may be subject to disciplinary action. This is not an all-inclusive list of prohibited behavior.
a. Interference with teaching, research, administration or CTC’s other responsibilities through disorderly conduct or disruptive behavior. This includes the use of or ringing of cell phones in the classroom. The instructor has the right to ask the student to leave the classroom and if the incident is repeated, the instructor has the right to ask the student to leave the class.

b. Refusing to depart from any property or facility of the College upon direction by College officials.

For more information on Non-Academic Misconduct please see the Student Handbook.

F. **Academic Dishonesty**: The College and its official representatives may initiate disciplinary proceedings against any student accused of any form of academic dishonesty. Academic dishonesty includes, but is not limited to, cheating on academic work, plagiarism and collusion.

a. Cheating on academic work includes:
   1. Copying another student’s test paper, research paper or term paper.
   2. Using materials during a test that are not authorized by the test administrator.
   3. Collaborating with another student during a test or in academic preparation without permission.
   4. Using, buying, selling, stealing, transporting, or soliciting the contents of an unadministered test.

b. Plagiarism is defined as presentation for credit as one’s own idea or product derived from an existing source.

c. Collusion is defined as the unauthorized collaboration with another person in preparing written work for credit.

All questions of academic dishonesty are reviewed by the faculty member. If the student does not accept the decision of the faculty member, the student may appeal to the department chairperson. If the student disagrees with the decision of the department head, the student’s case will be referred to the Dean of the Central Campus. The student will be allowed to remain in class until the process is exhausted except when immediate suspension or expulsion is deemed necessary for the continuance of the educational mission or when the safety of persons or property is in jeopardy. (See Student Handbook for more details.)

G. **Feedback** is the return of data about the result of a process. Feedback will be provided via test scores, graded assignments, and/or instructor evaluation of the students’ progress. Each student is encouraged to take advantage of the many avenues for feedback available to them. For example, office hours are established primarily to provide students access to their instructors to discuss their academic performance, to answer their substantive questions, and in some cases, to give them other academic guidance. While adjunct faculties do not normally have office hours, they are generally available before or after class to meet with you. Email is another easily available medium to obtain feedback. Additional feedback
may be provided at the discretion of the instructor or upon the request of the student.

V. EXAMINATIONS (CC1,2)

A drafting exercise and quizzes may be substituted for one or more exams.

VI. SEMESTER GRADE COMPUTATIONS

See Instructor Notes

VII. NOTES AND ADDITIONAL INSTRUCTIONS FROM COURSE INSTRUCTOR

A. Course Withdrawal: There are occasions when it may be necessary to drop a course. In order to be officially withdrawn from the course, a student must obtain and complete a withdrawal form and have it signed thereon. The student’s transcript will show “W” or “F”, depending on whether the student is passing or failing in his/her course at the time of withdrawal.

   Friday of 3rd week for 5-week courses
   Friday of 4th week for 6-week courses
   Friday of 6th week for 8-week courses
   Friday of 7th week for 10-week courses
   Friday of 9th week for 12-week courses
   Friday of 12th week for 16-week courses

B. Administrative Withdrawal: Results when a student is absent an excessive number of times, as defined in the current Central Texas College Catalogue and/or other published amendatory documentation. In such a case, the student is dropped from the course with a grade of “F”.

C. Incomplete Grade: May be given only in those cases where, because of personal illness, death in the immediate family, school sponsored trip, or military orders, the student is unable to complete the final examination for a course. Prior approval from the instructor is required before the grade of “IP” is recorded. A student who merely fails to show for the final examination will receive a zero for the final and “F” for the course.

D. Cellular Phones and Beepers: Cellular phones and beepers will be turned off while the student is in the classroom or laboratory.

E. American’s with Disabilities Act (ADA): Disability Support Services provide services to students who have appropriate documentation of a disability. Students requiring accommodations for class are responsible for contacting the Office of Disability Support Services (DSS) located on the central campus. This service is available to all students, regardless of location. Explore the website at www.ctcd.edu/disability-support for further information. Reasonable
accommodations will be given in accordance with the federal and state laws through the DSS office.

D. **Instructor Discretion:** The instructor reserves the right of final decision in course requirements.

F. **Nonattribution Policy:** In order to facilitate the free flow of information, no statements of personal opinion by the instructor concerning lawyers, judges, cases, or the legal system may be attributed to the speaker and is meant to be a confidential communication. This educational institution encourages complete freedom of expression in all academic endeavors. Comments made by instructors and students will not be attributed to them in any public forum or to any individual likely to transmit such statements to a public forum. However, participation in CTC academic events does not create a category of privileged communication. Our nonattribution policy protects all participants in our program -- staff, faculty, students, speakers, and other guests -- against having their remarks and opinions publicly quoted or otherwise attributed to them without their express consent; allows such statements to be discussed, away from CTC, provided care is taken to avoid publicly identifying the speaker; and encourages speakers to be responsible for the substantive content of their statements.

VIII. COURSE OUTLINE

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<tr>
<th>Unit</th>
<th>Readings</th>
<th>Assignments &amp; Activities Contributing to a Grade</th>
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<td>1</td>
<td>Chapter 1: Contract Law: A General Introduction</td>
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<td>Chapter 2: Contract Basics: An Overview</td>
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<td>Complete Chapter Case Studies/Quizzes, and Assignment</td>
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<td>2</td>
<td>Chapter 3: Formation of a Contract: Offer and Acceptance</td>
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<td>Chapter 5: Mutual Assent of the Parties</td>
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<td>Complete Chapter Case Studies/Quizzes, and Assignment</td>
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<td>3</td>
<td>Chapter 7: Legality in Contracts</td>
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<td>Chapter 9: Performance and Discharge of the Contract</td>
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<td>Complete Chapter Case Studies/Quizzes, and Assignment</td>
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<td>4</td>
<td>Chapter 12: Sales: Article 2 of the Uniform Commercial Code</td>
<td>Complete Chapter Case Studies/Quizzes, and Assignment</td>
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<td>Chapter 13: Performance Under Article 2: Seller and Buyer Duties</td>
<td>Complete Chapter Case Studies/Quizzes, and Assignment</td>
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<td>5</td>
<td>Chapter 14: Title, Risk of Loss, and Warranties</td>
<td>Complete Chapter Case Studies/Quizzes, and Assignment</td>
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<td>Chapter 15: Seller and Buyer Remedies</td>
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<td>6</td>
<td>Chapter 16: Contracts and the Internet: Something Borrowed, Something New</td>
<td>Complete Chapter Case Studies/Quizzes, and Assignment</td>
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<td>Chapter 17: Drafting a Contract: The Essentials</td>
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<td>7</td>
<td>Chapter 18: Drafting a Contract: Specific Provisions</td>
<td>Complete Chapter Case Studies/Quizzes, and Assignment</td>
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<td>Chapter 19: Analyzing a Contracts Problem: Putting Theory into Practice</td>
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