

## New Course Proposal Form

### Directions:

- A. Complete this form.
- B. Attach a syllabus or course guidelines that includes
  - a. list of measurable student learning outcomes
  - b. information on how outcomes will be assessed including descriptions of reading and writing activities, projects, presentations, testing, etc
  - c. list of course requirements such as attendance, assignments, etc
- C. Have your proposal reviewed by the appropriate department and school/college committee.
- D. Submit your proposal to the University Curriculum Committee in care of the Office of Academic Affairs.

### Form information:

1. Department/Program: BASS/Legal Studies
2. Course Information:      LEGL/ 4820/ Contract Law Practice  
   Prefix    Number Title  
  
   \_\_\_\_3\_\_ /    : Junior standing, LEGL 2400 or POLT 2400 or permission of director  
  
   Credit Hours    Prerequisites

3. Catalog Description for the catalog: (This description should briefly describe the basic content of the course as it will be offered.)

Review of substantive law and practical implications for paralegals in the area of interpretation and drafting of contracts, the Uniform Commercial Code and remedies. Prerequisites: Junior standing, LEGL 2400 or POLT 2400, or permission of program director.

4. May students repeat this course for credit? If so, are there limits?

No.

5. What is the rationale for adding this course?

- a. How does it support the philosophy and enhance the curriculum of your department?

Many legal Studies courses are taught by practicing attorneys, judges, paralegals, partners of large law firms, and prosecuting attorneys from various diverse backgrounds and experiences. These individuals bring to the classroom not only the substantive knowledge that legal studies students need but also real world experience. As a result, this course will be taught by such an individual. The knowledge and skills obtained from this course will equip students with the ability to understand the various contract actions that can be brought in our judicial system, analyze those cause of actions, and apply their knowledge and practical skills obtained in this course to the real world. This ability falls within the parameters of the current mission /philosophy of the Behavioral and Social Sciences Department and the College of Arts and Sciences.

- b. How does it relate to the overall University curriculum?

As part as an international university that includes many professional programs guided by contemporary practices, this course will allow students the opportunity to not only learn the substantive information but also understand how it is applied in the real world.

- c. Should this new course be considered for General Education coding? No  
If yes, attach the Application for General Education Coding Form.

7. Staffing requirements:

- a. Qualifications necessary for instructor: Practicing attorney in Contract Law  
b. What staffing changes, if any, will be necessary to offer this additional course?  
None. The Legal Studies Department has adequate professors and adjuncts to teach this course.

8. When will this course be initiated? \_Fall 2008. How often will it be taught? Once each semester. What sites are likely to offer this course? Webster and Kansas City

9. Does this course affect degree requirements in your, or any other, department/program's major, emphasis, minor, or certificate. Yes  
If yes, please attach corrected catalog copy for approval.

10. List any existing University course(s), undergraduate or graduate, which are similar in title and /or subject matter and explain how this course differs from them.

11. Are University resources adequate to support this course? (library holdings, space, specialized, equipment, etc.) Yes. If not, what additions are necessary?

12. What course(s), if any, will be dropped to make room for this course? \_

INTL 1500 The World System Since 1500; POLT 1060 Introduction to American Politics; POLT 1070 Introduction to Political Theory or HIST 3000 Ideas in History: History of Economic Thought; and HIST 1320 Twentieth-Century United States. These courses have been deleted by the proposed legal studies degree to allow the students to take more legal specialty courses as recommended by the American Bar Association. In addition, the following courses have been moved from the required curriculum to the elective portion of the Legal Studies Program. The courses are as follows: POLT 3010 American Constitutional Law or POLT 3020 Civil Liberties and the Law and INTL 2030 International Law. This decision follows the recommendations set out by the ABA. The ABA guidelines states that even though those courses are law related, because those courses are taught in different departments, they are not geared toward paralegals and thus do not qualify as legal specialty courses.

13. What entities (department, college/school) have reviewed and approved this proposal?

Department of Behavioral and Social Sciences, the College of Arts and Sciences.

Signatures:

Don Gray-Ly / 31 Jan 08  
Department/ Program Chairperson / Date

Santi Casas / 1/31/08  
Dean of College/School / Date

\_\_\_\_\_/\_\_\_\_\_  
Chair/Curriculum Committee / Date

Rev. 2004

<b>Course</b>	LEGL 4820 CONTRACT LAW PRACTICE						
<b>Meeting Time</b>							
<b>Term</b>							
<b>Instructor</b> <b>Office</b> <b>Office Phone</b> <b>E-mail address</b>							
<b>Catalog Description</b>	Review of the substantive law and practical implications for paralegals in the areas of interpretation and drafting of contracts, the Uniform Commercial Code and remedies.						
<b>Prerequisites</b>	LEGL 2400 or POLT 2400 or permission of instructor.						
<b>Course Objectives</b>	<ol style="list-style-type: none"> <li>1. To introduce students to contract and Uniform Commercial Code vocabulary.</li> <li>2. To introduce students to the practical skills related to contract law, including reviewing, interpreting and drafting contracts.</li> <li>3. To increase the students' knowledge of contracts, the UCC and remedies.</li> <li>4. To provide students with examples of ethical issues faced by judges, lawyers and paralegals in the area of contract law.</li> </ol>						
<b>Learning Outcomes</b>	<p>Students will be able to do the following:</p> <ul style="list-style-type: none"> <li>• Draft a valid contract</li> <li>• Draft a settlement contract</li> <li>• Interpret a contract</li> <li>• Understand the various terminology used in contract law practice.</li> </ul>						
<b>Method of Assessment</b>	<table style="width: 100%; border: none;"> <tr> <td>Two assignments</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>Four quizzes</td> <td style="text-align: right;">30%</td> </tr> <tr> <td>Class participation</td> <td style="text-align: right;">10%</td> </tr> </table>	Two assignments	30%	Four quizzes	30%	Class participation	10%
Two assignments	30%						
Four quizzes	30%						
Class participation	10%						

	Final examination 30%
<b>Required Text</b>	Jeffrey A. Helewitz, <u>Basic Contact Law For Paralegals</u> , (4 <sup>th</sup> ed. 2004).
<b>Attendance</b>	Due to the subject matter of this course and in keeping with Webster University's policy, attendance is mandatory. If you cannot make a class, you should make every effort to notify the instructor <b>prior</b> to the class meeting. This class is of the nature that it will be difficult, if not impossible to learn the course content without attending class. Missing more than two classes will result in a letter grade of <b>F</b> . Constant late arrivals or early departures will affect the class participation/attendance portion of the grade. Please take careful note of the last day to withdraw from class. The instructor will not allow late withdrawals except in extreme emergencies.
<b>University Policy Statements</b>	<p><b>Academic Honesty</b></p> <p>The university is committed to high standards of academic honesty. Students will be held responsible for violations of these standards. Please refer to the university's academic honesty policies for a definition of academic dishonesty and potential disciplinary actions associated with it. <b>Plagiarism</b> will result in a letter grade of <b>F</b> on any assignment.</p> <p><b>Drops and Withdrawals.</b></p> <p>Please be aware that, should you choose to drop or withdraw from this course, the date on which you notify the university of your decision will determine the amount of tuition refund you receive. Please refer to the university policies on drops and withdrawals (published elsewhere) to find out what the deadlines are for dropping a course with a full refund and for withdrawing from a course with a partial refund.</p> <p><b>Special Services</b></p> <p>If you have registered as a student with a documented disability and are entitled to classroom or testing accommodations, please inform the instructor at the beginning of the course of the accommodations you will require in this class so that these can be provided. If you have a disability that may have some impact on your work in this class and for which you may require accommodations and you have not registered with the Academic Resource Center, please contact Barbara Stewart, at (314) 968-7495.</p>

	<p><b>Disturbances</b></p> <p>Since every student is entitled to full participation in class without interruption, all students are expected to be in class and prepared to begin on time. All pagers, wireless phones, or other electronic devices must be turned off, or switched to vibrate, when you enter the classroom. Disruption of class, whether by latecomers, noisy devices, or inconsiderate behavior is not acceptable. Students are expected to treat the instructor and other students with dignity and respect, especially in cases where a diversity of opinion arises. Students who engage in disruptive behavior are subject to disciplinary action, including removal from the course.</p>
<p><b>Weekly Schedule</b></p> <p><b>Week 1</b></p> <p><b>Week 2</b></p> <p><b>Week 3</b></p> <p><b>Week 4</b></p> <p><b>Week 5</b></p>	<p>Outline of course, evaluation of student performance, historical overview of contract law, the elements of a valid contract and what is required for each.</p> <p>Formation of a valid contract: express and implied, bilateral and unilateral contracts, the definition of “mutual assent”; what constitutes a meeting of the minds?</p> <p>Quasi-contract issues, the factors necessary to a finding of legal capacity, what makes a contract enforceable or unenforceable? Unenforceable contracts, valid contracts, void contracts, voidable contracts, illegal contracts, the Statute of Frauds; what types of contracts must be in writing in order to be enforceable, and why? The Parole Evidence rule, what types of extraneous evidence will be allowed to prove an agreement outside the actual plain meaning of the written contract?</p> <p>What legal ramifications are there in a contract that specifies that “time is of the essence”? Conflicts – performance or discharges? Exercise drafting a valid contract. 1</p> <p>Breach of contract and the remedies available for breach. Remedies at law – and how to calculate or estimate them: Compensatory damages, Consequential damages, Exemplary damages, Liquidated damages Punitive damages and Speculative damages. Equitable remedies; how</p>

<p><b>Week 6</b></p> <p><b>Week 7</b></p> <p><b>Week 8</b></p>	<p>they work and when they are available: Injunction, Temporary Restraining Orders, Replevin, Specific Performance and Attachment.</p> <p>The requirement for the mitigation of damages, when possible, The theory of estoppel, Identifying third party beneficiaries and their rights, Specific provisions in contracts, Secured Transaction, generally</p> <p>Issues of arbitration, including written arbitration clauses in contracts, Special considerations in antenuptial (prenuptial) contracts and palimony agreements, The Uniform Commercial Code: when and how it operates, generally, Sales: a discussion of Article 2 of the Uniform Commercial Code, The duties of the buyer and seller in performance under Article 2 Of the Uniform Commercial Code</p> <p>Title, Risk of Loss and Warranties: What are the ramifications under the Uniform Commercial Code, Some final ethical considerations in contract law and under the Uniform Commercial Code.</p> <p><b>FINAL EXAM</b></p>
<p><b>Class Participation</b></p>	<p>Class participation consists of the following minimum requirements: Attendance at all classes for the entire class; completion of all written work on time; appropriate, voluntary, verbal input; contributing to a positive classroom environment in all respects; contributing to the complexity and originality of critical thinking reflected in class discussion; and demonstrating professional conduct. Fulfilling the minimum of the foregoing requirements earns a student 80% of the total points available for class participation. To earn more than 80% of the total points available, a student must exhibit outstanding accomplishment in the foregoing areas.</p> <p>TALKING IN CLASS OR FAILURE TO PARTICIPATE IN CLASS DISCUSSIONS WILL RESULT IN THE STUDENT NOT RECEIVING THE FULL PARTICIPATION POINTS.</p>
<p><b>Student Expectation</b></p>	<p>Students should not expect an “A” grade for mediocre or less than stellar work. If an assignment is turned in late (meaning more than fifteen minutes after class has begun), the assignment will receive a grade that is one letter grade lower than it would have received had it been timely.</p> <p>However, you may turn in any assignment early.</p>

<b>Course Policies</b>	Students are responsible for reading all assignment prior to class. This includes any handouts. The syllabus is to serve as a general guide as to how the class will be conducted. I reserve the right to change the syllabus as the term progresses so as to accommodate special events, assignments, speakers, or other unexpected factors.
<b>Activities</b>	
<b>Missed Exams and Written Assignments</b>	The instructor reserves the right to substitute oral examination for any written exams or written assignment.