

## MGMT 265: Business Law I

<b>Location:</b>	Jacksonville
<b>Address:</b>	7077 Bonneval Rd., Ste. 114 Jacksonville, FL 32216
<b>Section:</b>	19FALL2/MGMT/265/AFL5
<b>Semester Credit Hours:</b>	3
<b>Class Day(s) and Time(s):</b>	Tuesday 5:00 PM - 9:00 PM from October 21, 2019 to December 14, 2019

### Syllabus Contents

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### Course Information

#### Catalog Description

Fundamental principles of law relating to business activity. Use of cases.

**Prerequisite:** sophomore standing.

#### Additional Notes

Instructor specific policies on Attendance:

As a matter of Columbia College policy, students are expected to attend all class sessions. I assure you that your timely and continuous attendance will contribute immensely to your understanding of the materials to be covered in this course. You will also, of necessity, be contributing to the understanding of your fellow students (and me) by bringing up in discussion your previous personal experiences in the areas discussed in class. By the same token, having spent over 23 years in the "student's seat," and over 25 years in the "instructor's seat," I appreciate the challenges posed by normal daily events in the life of the adult learner juggling a job, family, and academic responsibilities. If you find the need to miss one of my classes, I expect you to notify me as soon as possible, and always in advance of the class session you anticipate the need to miss. In the event of a truly "last second" emergency, you have numerous ways to notify me. If I am not notified in advance (or contemporaneously in the case of a bona fide, last second emergency), your absence will not be excused and you will not be permitted the opportunity to make-up any missed work. You are expected to recognize that you are undertaking undergraduate, college level work. Missing even one class session seriously threatens your prospects of success, and must be (at a minimum) a matter of discussion between us. Two or more absences can result in the grade for the course being lowered by one letter grade and/or removal from the class. Failure to submit required homework on time can result in a letter grade reduction each week in the grade given for the assignment. Even in the case of an excused absence, written assignments can be submitted by e-mail on time. The need to be absent **MUST** be addressed with the instructor early on.

Academic Integrity -- Columbia College Policy - Columbia College students must fulfill their academic obligations through honest, independent effort. Dishonesty is considered a serious offense subject to strong disciplinary actions. Activities which constitute academic dishonesty include plagiarism, unauthorized joint effort on exams or assignments, falsification of forms or records, providing false or misleading information, or aiding another in an act of academic dishonesty. Possible penalties for these activities are discussed in detail in the AHE Degree Completion Catalog. Campus Policy - All of your work must be your own unless collaboration has been authorized. If collaboration is authorized, you must acknowledge the collaboration in writing. Your

grade will be based in large part on your originality. Plagiarism is using others' ideas and words without clearly acknowledging the source of that information. If you are unsure what constitutes plagiarism, review the rules of original writing at the following website: <http://owl.english.purdue.edu/> and <http://indiana.edu/~istdn> and <http://www.plagiarism.com>. Plagiarism will not be tolerated and the claim of ignorance is no excuse.

Writing Assistance Website: The Center for Academic Excellence maintains a website to assist students in preparing written academic products. Assistance is provided with APA documentation, MLA documentation, and bibliographic citations of electronic sources, plagiarism, grammar and punctuation. You may access this website at <http://ccis.edu/departments/writingcenter/>

Instructor Policy - Academic Honesty: Each student must fulfill his or her academic obligation by an honest, independent effort. Academic dishonesty will not be tolerated. Depending on the extent and frequency of the dishonest act(s), a student guilty of academic dishonesty may receive an "F" for that particular piece of work, an "F" for the course, or the student may be dismissed from Columbia College, thereby terminating enrollment. Academic dishonesty includes, but is not limited to:

1. Knowingly furnishing false or misleading information;
2. Falsification, alteration, or misuse of College forms or records;
3. Any joint effort in examinations, assignments, or other academic activity unless specifically authorized by the instructor;
4. Plagiarism in any form: using another's phrase, sentence, or paragraph without quotation marks; using another's ideas or structure without properly identifying the source; or using the work of someone else and submitting it as one's own;
5. Alteration of an academic record or grade;
6. Possession of unauthorized test materials;
7. Willfully aiding another in any act of academic dishonesty.

In case of alleged academic dishonesty, the following procedure will be followed:

The faculty member who, upon investigation, suspects dishonesty, will, if possible, confer with the student suspected. If the instructor determines the student is innocent, the matter will be dropped. If the instructor determines the unacceptable behavior was unintentional, the violation will be explained and an alternative activity will be imposed; however, the Campus Director and the ESD Dean must be notified in writing of the incident. If the student admits guilt, or if the instructor determines there was intentional unacceptable behavior, the instructor may impose any penalty stated in the course syllabus. In the absence of a penalty statement in the course syllabus, the instructor, in coordination with the Campus director, will determine the penalty for the incident(s) of academic dishonesty. The Director and the ESD Dean must be notified in writing of the incident and the action taken. A student may appeal the accusation of academic dishonesty by following the procedures for Petition and Appeal in the ESD Degree Completion Bulletin.

Instructor Policy - Student Conduct: Students must conduct themselves so other students are not distracted in the pursuit of learning. Rowdy, discourteous, or unseemly conduct will not be tolerated in the classroom or at any College-sponsored event. Faculty, staff, and other students are to be treated with courtesy and respect at all times and under all circumstances. A student who misbehaves will be directed to leave the classroom, and when such misbehavior persists, the student will be subject to disciplinary procedures. Disciplinary actions may include probation, suspension, or dismissal. The Campus Director or a staff member should be notified as soon as possible of conduct problems.

## Textbooks

As part of Truition<sup>SM</sup>, students will receive their course materials automatically as described below.

 Beatty/Samuelson/Abril. (2018). *Introduction to Business Law* (6th). Cengage. eText

## Bookstore Information

Visit <https://www.ccis.edu/bookstore.aspx> for details.

### eText Information

If a course uses an eText, (see textbook information above) the book will be available directly in Desire2Learn (D2L) seven days before the session begins, if registered for courses prior to that date. Upon first login to VitalSource, students should use their CougarMail email address; alternate email addresses cannot be used. More information about how to use the VitalSource platform, including offline access to eTexts, can be found in D2L.

## Physical Course Materials Information

Students enrolled in courses that require physical materials will receive these materials automatically at the shipping address on file with Columbia College. Delivery date of physical materials is dependent on registration date and shipping location. Please refer to confirmation emails sent from Columbia College for more details on shipping status.

**Returns:** Students who drop a class are responsible for returning any physical course materials that were shipped. To initiate a return, visit [Ingram Returns](#) to generate a pre-paid return label. Materials from dropped courses must be returned within 30-days of receipt. **Failure to return physical items from a dropped course will result in a charge to the student account for all unreturned items.**

**Note:** Students who opt-out of having their books provided as part of [Tuition<sup>SM</sup>](#) are responsible for purchasing their own course materials.

## Technology Requirements

### THIS IS A TECHNOLOGY-ENRICHED COURSE WHICH COMBINES IN-SEAT INSTRUCTION WITH ONLINE LEARNING.

Participation in this course will require the basic technology for all classes at Columbia College:

- A computer with reliable internet access
- A web browser
- Acrobat Reader
- Microsoft Office or another word processor such as Open Office

For more information, see [technical requirements](#).

## Course Learning Outcomes

1. Describe the U.S. legal environment in which business operates.
2. Describe the role of common law and precedent in shaping the law of the United States.
3. Analyze the elements of torts and contracts.
4. Apply legal rules pertaining to Agency and Employment Law.
5. Describe the different business organization models within the U.S. and the lifecycle of a business.
6. Explain the difference between the civil and criminal law systems and basic procedures in the U.S.
7. Describe basic government regulation of business.
8. Identify the different types of Property including Real and Intellectual.

## Grading

### Grading Scale

Grade	Points	Percent
A	900 - 1000	90-100%
B	800 - 899	80-89%
C	700 - 799	70-79%
D	600 - 699	60-69%
F	0 - 599	0-59%

### Grade Weights

Assignment Category	Points	Percent
Online Learning Activity	150	15%
Quiz #1	100	10%
Midterm Examination	150	15%
Quiz #2	100	10%
Research Paper + Presentation	100	10%

Take-Home Final Examination	150	15%
In-Class Final Examination	150	15%
Attendance, Class Participation, Case brief	100	10%
<b>Total</b>	<b>1000</b>	<b>100%</b>

### Schedule of Due Dates

Week 1		
Assignment	Points	Due
Week 2		
Assignment	Points	Due
Week 3		
Assignment	Points	Due
Week 4		
Assignment	Points	Due
Week 5		
Assignment	Points	Due
Week 6		
Assignment	Points	Due
Take-Home examination (Individual Work) will be handed out at the end of class	150	Take-Home Examination must be handed in (printed out on paper) at the beginning of the final class session on December 10.
Week 7		
Assignment	Points	Due
Week 8		
Assignment	Points	Due
<b>Total Points: 150</b>		

### Assignment Overview

#### Online Component Summary and Expectations

You are required to participate in six online D2L discussion in this course. In these discussions, you will address legal issues from the point of view of a judge, providing your legal opinion based on the facts provided. Your postings are expected to be original, relevant analyses and observations of the assigned topic(s). Each week, you are expected to read all of your classmates' and instructor's posts. Additionally, you must respond to at least two other student postings. Simply rephrasing the readings of another post is not acceptable.

To earn full credit for your post and your classmate responses, students must post substantive responses to the week's discussion postings. A substantive response conveys a specific and well-developed thought, idea or comment about a posting. Full credit will not be earned for a one sentence comment or one or two word responses such as "I liked what you posted," "I agree with what you said," "Good job," "Nice posting."

While discussions are informal, they must be intelligible and effectively communicate your analysis and ideas. The key to the discussion is quality, not quantity, but your original post should be at least a few paragraphs. Response posts should be at

least one paragraph.

Remember to reference the source of your information in all of your posts using APA formatting.

Initial posts are due by 11:59 PM CST on Wednesday and a minimum of two reply posts are due by 11:59 PM CST on Sunday.

Discussion Assignments are worth 25 points each: 17 points for initial post and 8 points for response posts.

## Assignments

**Research Paper** -- Each student will submit a six to ten page research paper on a topic to be chosen by the student with instructor approval. This assignment is intended to confirm each student's research, analysis, and communicative abilities. The paper must contain some original thought regarding the research conducted, and provide the student's own conclusions regarding what the research indicates or shows. Grammar, punctuation, organization, logic, and persuasiveness all contribute toward the grade for the Research Paper. Students will also provide a short classroom presentation, including appropriate Power Point slides, regarding their chosen topic.

**Case brief** -- as part of the Class Participation category, each student will prepare and submit a written case brief for a case assigned by the instructor. The assigned student will also lead the discussion of that case during the class period when that case is covered.

Students are expected to arrive at class prepared, meaning the readings assigned for that class period have already been thoroughly read and digested.

The Take-Home examination will be an essay examination, and each student must submit his/her own work -- meaning no student may provide any assistance to, or receive any assistance from any other person in composing his/her essay responses. There would normally be about eight to twelve separate questions to be answered in essay form

Quizzes are usually composed of about ten multiple choice questions, about seven to eight true/false questions, and about one to three short answer questions.

The Midterm and In-Class Final examinations are composed of a combination of about seventy to one hundred multiple choice, true/false, and short answer questions.

## Course Outline

Click on each week to view details about the activities scheduled for that week.

### Week 1: 10/22/2019

#### Chapters 1, 2, 4, 5, and 6

Introduction, classroom expectations, discussion of research paper requirements, and other class requirements.

### Week 2: 10/29/2019

#### Discussion 1

#### **Discussion 1: *American Civil Liberties Union v. United States Department of Justice (Administrative Law)***

Review both the arguments of the CIA (Central Intelligence Agency) and the ACLU (American Civil Liberties Union). Acting as the Judge, how would you rule? Why? Be prepared to support your legal position to your classmates.

**Facts:** Alarmed by the reported use of drones to kill people, the ACLU submitted a broad FOIA (Freedom of Information Act) request to the CIA seeking information on drones, including targets, number of strikes, and number of civilians killed. The CIA denied the request, arguing that it was exempt from disclosure because drone strikes are intelligence activity, which is part of the agency's mission. In the interest of national security, FOIA exempts certain classified information. The CIA contended that the disclosure of drone strike information would imperil national security.

**You Be the Judge:** Does FOIA require the disclosure of CIA records on drone strikes?

**Argument for the ACLU:** Your honors, the CIA is unduly withholding information from the American public. First, it is hiding behind the FOIA exemption that protects the disclosure of information about its functioning. The CIA's principal mission is foreign intelligence, not targeted-killing programs like drone strikes. Under the CIA's interpretation of the national security

exemption, it could refuse to provide any information about anything it does because everything in some way relates to foreign activities or national security. Is that the blanket license we want to give the CIA? We only request facts and figures, not state secrets.

**Argument for the CIA:** The law gives the CIA broad power to protect the secrecy and integrity of the intelligence process. Responding to the ACLU's FOIA request would reveal sensitive information about the CIA's capabilities, limitations, priorities, and resources. The law protects this information from disclosure for good reason, as its revelation would compromise the CIA's efforts and endanger Americans. The ACLU's request goes too far in the name of freedom of information.

*2016 U.S. App. LEXIS 7308, 2016 WL 1657953 United States Court of Appeals, District of Columbia Circuit, 2016*  
**Chapters 6, 7, 8, 9, and 10**

Quiz #1 will be held in the final 30 minutes of class.

## Week 3: 11/5/2019

### Discussion 2

#### Discussion 2: *Rodriguez v. United States* (Criminal Procedure)

Review both the arguments of Rodriguez and the United States. Acting as the Judge, how would you rule? Why? Be prepared to support your legal position to your classmates.

**Facts:** Driving along a highway just after midnight, Dennis Rodriguez briefly swerved onto the highway shoulder, which is a violation of the law. Officer Morgan Struble stopped him, questioned him, ran a records check on the car registration and his driver's license, and then gave him a warning ticket. After explaining the warning to Rodriguez and returning the documents to him, Struble asked permission to walk his police dog around Rodriguez's vehicle. Rodriguez said no. On the officer's orders, Rodriguez exited the car. Then Struble walked his dog twice around the vehicle. The dog signaled the presence of drugs. While searching the car, Struble found methamphetamine, an illegal drug. At trial, Rodriguez argued that the dog sniff was illegal for two reasons. First, Struble had conducted a stop and frisk after the traffic stop was over. Second, for a search to be legal, police must have a good reason to suspect a specific criminal activity, which Struble did not have. Both the trial court and the appellate court disagreed with Rodriguez. The Supreme Court granted certiorari (a writ to review a lower court's judgment).

**You Be the Judge:** Was the dog sniff legal?

**Argument for the Government:** Officer Struble stopped a car that had swerved onto the shoulder of the highway. Maybe the driver was tired, or drunk, or high on drugs. In any event, Struble had reason to be suspicious. The dog sniff took minutes. That is not an unreasonable burden.

**Argument for the Defendant:** Officer Struble saw Rodriguez driving dangerously. Stopping the car and running a records check are reasonable ways to protect highway safety. A dog sniff is entirely different—its goal is to detect crime. But the officer had no reason to believe that a crime had been committed. Briefly swerving on a highway after midnight is no evidence of wrongdoing. The police should not be allowed to conduct random searches of cars that have been stopped for a trivial traffic offense.

*135 S. Ct. 1609 United States Supreme Court, 2015*

**Chapters 10, 11, 12, 13, and 14**

**Review Quiz #1; Submit proposed Research Paper Topic and Thesis Statement**

## Week 4: 11/12/2019

### Discussion 3

#### Discussion 3: *Boeken v. Philip Morris, Inc.* (Punitive Damages)

Review both the arguments of Boeken and Phillip Morris Inc. Acting as the Judge, how would you rule? Why? Be prepared to support your legal position to your classmates.

**Facts:** In the mid-1950s, Richard Boeken began smoking Marlboro cigarettes at the age of 10. Countless advertisements, targeted at boys aged 10 to 18, convinced him and his friends that the "Marlboro Man" was powerful, healthy, and manly. At

the time, scientists uniformly believed that cigarette smoking caused lung cancer, but Philip Morris and other tobacco companies waged a long-term campaign to convince the public otherwise. Philip Morris also added ingredients to its cigarettes to increase their addictive power. Boeken saw the Surgeon General's warnings about the risk of smoking, but he trusted the company's statements that cigarettes were safe. Beginning in the 1970s, he tried many times to stop but always failed. Finally, in the 1990s, he quit after he was diagnosed with lung cancer but resumed smoking again once he had recovered from the surgery. Boeken filed suit against Philip Morris for fraud and other torts. He died of cancer before the case was concluded. The jury found Philip Morris liable for fraudulently concealing that cigarettes were addictive and carcinogenic. It awarded Boeken \$5.5 million in compensatory damages and also assessed punitive damages—of \$3 billion. The trial judge reduced the punitive award to \$100 million. Philip Morris appealed.

**You Be the Judge:** Was the punitive damage award too high, too low, or just right?

**Argument for Philip Morris:** The court should substantially reduce the \$100 million punitive award because it is totally arbitrary. The Supreme Court has indicated that punitive awards should not exceed compensatory damages by more than a factor of nine. The jury awarded Mr. Boeken \$5.5 million in compensatory damages, which means that punitive damages should absolutely not exceed \$49.5 million. We argue that they should be even lower. Cigarettes are a legal product, and our packages have displayed the Surgeon General's health warnings for decades. Mr. Boeken's death is tragic, but his cancer was not necessarily caused by Marlboro cigarettes. And even if cigarettes did contribute to his failing health, Mr. Boeken chose to smoke throughout his life, even after major surgery on one of his lungs.

**Argument for Boeken:** The Supreme Court says that cases may exceed the 9-to-1 ratio if the defendant's behavior is particularly bad. Phillip Morris created ads that targeted children, challenged clear scientific data that its products caused cancer, and added substances to its cigarettes to make them more addictive. Does it get worse than that? The behavior of Phillip Morris has caused terrible harm. The plaintiff died a terrible death from cancer. The company's cigarettes kill 200,000 American customers each year, while its weekly profit is roughly \$100 million. At a minimum, the court should keep the punitive award at that figure. But we ask that the court reinstate the jury's original \$3 billion award.

*127 Cal. App.4th 1640 California Court of Appeals, 2005*

#### **Research Paper Outline due**

#### **Chapters 14 and 15**

Review all chapters; Midterm Examination will be administered during the last ninety minutes of class.

#### **Review session prior to administering Midterm Examination**

### **Week 5: 11/19/2019**

#### **Discussion 4**

#### **Discussion 4: Lund v. Lund (Forming a Contract)**

Review both the arguments of Wendell and his Parents. Acting as the Judge, how would you rule? Why? Be prepared to support your legal position to your classmates.

**Facts:** Wendell Lund was a dutiful son to his parents, Orville and Betty. Like his siblings, he helped around the house and tended to the land for most of his adult life. He did not pay room and board. When Orville and Betty divorced, they split the farm. But Wendell thought he deserved a cut. He sued both his parents under a theory of quasi-contract. He argued that he went above and beyond his duties as a son: He paid half of the farm's real estate taxes and worked the land as if it was his own. As such, it would be unfair for his parents to retain the benefits of his work.

**You Be the Judge:** Was it unfair for Wendell's parents to reap the benefits of his work on the family farm?

**Argument for Wendell:** For years of his adult life, Wendell worked the family farm as if it was his own. Why, you ask? Because he expected that the land would one day indeed be his—and his parents knew it. Wendell did not just tend to the property; he went so far as to pay half of its real estate taxes some years. Many adults may help their parents, but few pay their real estate taxes unless they expect something in return. Orville and Betty are unfairly benefiting from Wendell's labor.

**Argument for Parents:** Your honors, life on a family farm involves community living. Each family member contributes for the sake of the group, not for the sake of ownership. Wendell and his siblings each had their share of chores and responsibilities, but they also enjoyed benefits, including a house, meals, and assistance with work. It would not be unfair for Orville and Betty to retain the fruits of their family's labor.

*848 N.W.2d 266 North Dakota supreme Court, 2014*

Week 6: 11/26/2019

**Discussion 5**

**Discussion 5: *Kim v. Son* (Consideration)**

Review both the arguments of Kim and Son. Acting as the Judge, how would you rule? Why? Be prepared to support your legal position to your classmates.

**Facts:** Stephen Son was a part-owner and -operator of two corporations. Because the businesses were corporations, Son was not personally liable for the debts of either one. Jinsoo Kim invested a total of about \$170,000 in the companies. Eventually, both of them failed, and Kim lost his investment. Son felt guilty over Kim's losses. Later, Son and Kim met in a sushi restaurant and drank heroic quantities of alcohol. At one point, Son pricked his finger with a safety pin and wrote the following in his own blood: "Sir, please forgive me. Because of my deeds, you have suffered financially. I will repay you to the best of my ability." In return, Kim agreed not to sue him for the money owed. Son later refused to honor the bloody document and pay Kim the money. Kim filed suit to enforce their contract. The judge determined that the promise did not create a contract because there had been no consideration.

**You Be the Judge:** Was there consideration?

**Argument for Kim:** As a part of the deal made at the sushi restaurant, Kim agreed not to sue Son. What could be more of a forbearance than that? Kim had a right to sue at any time, and he gave the right up. Even if Kim was unlikely to win, Son would still prefer not to be sued. Besides, the fact that Son signed the agreement in blood indicates how seriously he took the obligation to repay his loyal investor. At a minimum, Son eased his guilty conscience by making the agreement, and surely that is worth something.

**Argument for Son:** Who among you has not at one point or another become intoxicated, experienced emotions more powerful than usual, and regretted them the next morning? Whether calling an ex-girlfriend and professing endless love while crying or writing out an agreement in your own blood, it is all the same. A promise not to file a meritless lawsuit has no value at all. It did not matter to Son whether or not Kim filed suit because Kim could not possibly win. If this promise counts as value, then the concept of consideration is meaningless because anyone can promise not to sue any time. Son had no obligation to pay Kim. And the bloody napkin does not change that fact because it was made without consideration of any kind. It is an ordinary promise, not a contract that creates any legal obligation.

*2009 Cal. app. LEXIS 2011, 2009 WI 597232 Court of appeal of California, 2009*

**Chapters 20, 21, 24 and 25**

**Quiz #2 will be administered at the end of class**

**Take-Home examination (Individual Work) will be handed out at the end of class**

Week 7: 12/3/2019

**Discussion 6**

**Discussion 6: *Bi-Economy Market, Inc. v. Harleystown Ins. Co. of New York* (Expectation of Interest)**

Review both the arguments of Bi-Economy Market and Harleystown Ins. Co. Acting as the Judge, how would you rule? Why? Be prepared to support your legal position to your classmates.

**Facts:** Bi-Economy Market was a family-owned meat market in Rochester, New York. The company was insured by Harleystown Insurance. The "Deluxe Business Owner's" policy provided replacement cost for damage to buildings and inventory. Coverage also included "business interruption insurance" for one year, meaning the loss of pretax profit plus normal operating expenses, including payroll. The company suffered a disastrous fire, which destroyed its building and all inventory. Bi-Economy immediately filed a claim with Harleystown, but the insurer responded slowly. Harleystown eventually offered a settlement of \$163,000. A year later, an arbitrator awarded the Market \$407,000. During that year, Harleystown paid for seven months of lost income but declined to pay more. The company never recovered or reopened. Bi-Economy sued, claiming that Harleystown's slow, inadequate payments destroyed the company. The company also sought consequential damages for the permanent destruction of its business. Harleystown claimed that it was responsible only for damages specified in the contract: the building, inventory, and lost income. The trial court granted summary judgment for Harleystown. The appellate court affirmed, claiming that when they entered into the contract, the parties did not contemplate damages for termination of the business. Bi-Economy appealed to the state's highest court.

**You Be the Judge:** Is Bi-Economy entitled to consequential damages for the destruction of its business?

**Argument for Bi-Economy:** Bi-Economy is a small, family business. We paid for business interruption insurance for an obvious reason: In the event of a disaster, we lacked the resources to keep going while buildings were constructed and inventory purchased. We knew that in such a calamity, we would need prompt reimbursement—compensation covering the immediate damage and our ongoing lost income. Why else would we pay the premiums? At the time we entered into the contract, Harleystown could easily foresee that if it responded slowly, with insufficient payments, we could not survive. They knew that is what we wanted to avoid—and it is just what happened. The insurer's bad faith offer of a low figure, and its payment of only seven months' lost income, ruined a fine family business. When the insurance company agreed to business interruption coverage, it was declaring that it would act fast and fairly to sustain a small firm in crisis. The insurer should now pay for the full harm it has wrought.

**Argument for Harleystown:** We contracted to insure the Market for three losses: its building, inventory, and lost income. After the fire, we performed a reasonable, careful evaluation and made an offer we considered fair. An arbitrator later awarded Bi-Economy additional money, which we paid. However, it is absurd to suggest that in addition to that, we are liable for an open-ended commitment for permanent destruction of the business. Consequential damages are appropriate in cases where a plaintiff suffers a loss that was not covered in the contract. In this case, though, the parties bargained over exactly what Harleystown would pay in the event of a major fire. If the insurer has underpaid for lost income, let the court award a fair sum. However, the parties never contemplated an additional, enormous payment for cessation of the business. There is almost no limit as to what that obligation could be. If Bi-Economy was concerned that a fire might put the company permanently out of business, it should have said so at the time of negotiating for insurance. The premium would have been dramatically higher. Neither Bi-Economy nor Harleystown ever imagined such an open-ended insurance obligation, and the insurer should not pay an extra cent.

*2008 N.Y. Slip Op. 01418 New York Court of Appeals, 2008*

**Chapters 25, 27 and 29**

Research Paper to be handed in (printed out in paper form by the student) at the beginning of this class session.

**Week 8: 12/10/2019**

**Take-Home Examination must be handed in (printed out in paper form by the student) at the beginning of class.**

**Individual student Power Point presentations**

**Review session prior to In-Class Final Examination**

**In-Class Final Examination will be administered at the end of class.**

**+ Additional Resources**

Online databases are available at [library.ccis.edu](http://library.ccis.edu). You may access them using your CougarTrack login and password when prompted.

**Technical Support**

If you have problems accessing the course or posting your assignments, contact your instructor, the Columbia College Technology Solutions Center, or the D2L Helpdesk for assistance. If you have technical problems with the VitalSource eText reader, please contact VitalSource. Contact information is also available within the online course environment.

- Columbia College Technology Solutions Center: [CCHelpDesk@ccis.edu](mailto:CCHelpDesk@ccis.edu), 800-231-2391 ex. 4357
- D2L Helpdesk: [helpdesk@d2l.com](mailto:helpdesk@d2l.com), 877-325-7778
- VitalSource: [support@vitalsource.com](mailto:support@vitalsource.com), 1-855-200-4146

**Online Tutoring**

Smarthinking is a free online tutoring service available to all Columbia College students. Smarthinking provides real-time online tutoring and homework help for Math, English, and Writing. Smarthinking also provides access to live tutorials in writing and math, as well as a full range of study resources, including writing manuals, sample problems, and study skills manuals. You can access the service from wherever you have a connection to the Internet. I encourage you to take advantage of this free service

provided by the college.

Access Smarthinking through CougarTrack at [Students -> Academics -> Resources](#).

## 📌 Columbia College Policies and Procedures

The policies set forth in the [Policy Library](#) are the current official versions of College policies and supersede and replace any other existing or conflicting policies covering the same subject matter. For more information on policies applicable to students, see [Student Policies](#). For more information on policies applicable to the entire Columbia College community, see [College-Wide Policies](#).

Students are expected to read and abide by the College policies. Policies of particular interest to students include, but not limited to the following:

- Graduate Grading Policy
- Undergraduate Grading Policy
- Registration Policy and Procedures
- Withdrawal Policy
- Alcohol and Other Drugs Policy
- Family Educational Rights and Privacy Act (FERPA)

### Additional Policies:

#### Academic Integrity and Plagiarism

Academic integrity is a cumulative process that begins with the first college learning opportunity. Students are responsible for knowing and abiding by the [Academic Integrity Policy and Procedures](#) and may not use ignorance of either as an excuse for academic misconduct. Additionally, all required papers may be submitted for textual similarity review to Turnitin.com for the detection of plagiarism. All submitted papers may be included in the Turnitin.com reference database for the purpose of detecting plagiarism. This service is subject to the Terms and Conditions of Use posted on the Turnitin.com site.

#### Disability Resources

If you have a disability that requires an accommodation, please speak with the instructor and consult the [Student Accessibility Resources](#) office. Student Accessibility Resources staff will determine appropriate accommodations and will work with your instructor to make sure these are available to you. To find additional information, see our [ADA and Section 504 Policy for Students](#).

#### Notice of Non-Discrimination and Equal Opportunity:

The College has a process through which students, faculty, staff and community members who have experienced or witnessed incidents of discrimination, harassment, or retaliation on the basis of protected status, can report their experiences to a College official. For more information, see our [Non-Discrimination and Equal Opportunity Policy and Complaint Resolution Procedure](#).

#### Title IX and Sexual Misconduct

The College is committed to addressing the issues of discrimination, harassment and sexual misconduct in the educational and workplace landscape and will continue to modify policies, procedures and prevention efforts as needed. For more information, see the College's [Title IX and Sexual Misconduct Policy](#).

### Course Policies and Procedures:

#### Attendance Policy

Columbia College students are expected to attend all classes and laboratory periods for which they are enrolled.

For classes with an online component, attendance for a week includes submitting any assigned online activity. Assigned activities are scheduled prior to the course commencing. Assigned activity due dates are subject to change based on actual course progression and will be adjusted as necessary. Attendance for the week is based upon the date work is submitted. A class week is defined as the period of time between Monday and Sunday (except for week 8, when the work and the course will end at 11:59 PM Central Time on Saturday.) The course and system deadlines are based on the Central Time Zone.

Students are directly responsible to instructors for class attendance and work missed during an absence for any cause. If absences jeopardize progress in a course, the College reserves the right to drop or withdraw students from classes. For additional information, see the Administrative Withdrawal for Non-Attendance heading in the [Withdrawal Policy](#).

#### CougarMail

All students are provided a CougarMail account when they enroll in classes at Columbia College. You are responsible for

monitoring email from that account for important messages from the College and from your instructor.

Students should use email for private messages to the instructor and other students. The class discussions are for public messages so the class members can each see what others have to say about any given topic and respond.

### Late Assignment Policy

All classes rely on participation and a commitment to your instructor and your classmates to regularly engage in the reading, discussion and writing assignments. You must keep up with the schedule of reading and writing to successfully complete the class.

No late assignments will be accepted without the prior approval of the instructor.

Acceptance of a late assignment is at the discretion of the instructor.

Make-up examinations may be authorized for students who miss regularly-scheduled examinations due to circumstances beyond their control. Make-up examinations must be administered as soon as possible after the regularly scheduled examination period and must be administered in a controlled environment.

### Student Conduct

All Columbia College students, whether enrolled in a land-based or online course, are responsible for behaving in a manner consistent with Columbia College's **Student Conduct Code** and **Acceptable Computing Use Policy**. Students violating these policies or any other College policy will be referred to the office of Student Affairs and/or the office of Academic Affairs for possible disciplinary action. The Student Code of Conduct, the **Student Behavioral Misconduct Policy and Procedures**, and the Acceptable Computing Use Policy can be found in the Policy Library at [ccis.edu/policies](http://ccis.edu/policies). The adjunct faculty member maintains the right to manage a positive learning environment all students must adhere to the conventions of online etiquette when enrolled in a course with an online component.