

CONTRACTS I & II

Professor Tanya Monestier
Class Hours: M/W 2:00-3:15
Office Hours: T/Th 12:30-1:45 (or by appointment)
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I. COURSE OVERVIEW

This two-semester course provides an introduction to the law of agreements. Topics to be covered during the first semester include: offer and acceptance, consideration, liability in the absence of bargained-for exchange (promissory estoppel and restitution), contractual interpretation and implied terms. In the second semester, we will cover performance issues (including mistake, modification and changed circumstances), the consequences of non-performance, doctrines related to uneven bargaining power, remedies for breach of contract and the Statute of Frauds. Both the common law and the Uniform Commercial Code are emphasized.

II. READINGS & ASSIGNMENTS

The readings for this course will come from three sources:

Text: Knapp, Crystal & Prince, *Problems in Contract Law*, Aspen Publishers: 9th Ed., 2018.

Statutory Supplement: Burton & Eisenberg, *Contract Law: Selected Source Materials*, West Publishers. [Note: you may purchase an older version of this statutory supplement, or any other supplement that contains Article 2 of the UCC and the Restatement of Contracts]

TWEN (though Westlaw): Each day's assignments as well as supplementary readings (cases, newspaper articles, academic articles, etc.) are posted on the TWEN website. You are responsible for obtaining a password for Westlaw/TWEN from the library and registering with the website as soon as possible.

III. CALI LESSONS

Some of you may have noticed that TWEN provides a link to dozens of CALI lessons for Contracts, right at the bottom, before the "Exam" link. There are three types of CALI materials: a) lessons (combination of doctrinal explanations and interactive examples); b) tutorials (less explanation, more interactivity); and c) podcasts (professor lecture). I think the podcasts could be helpful if you need a wholesale review of the topic, but the lessons and tutorials are what you should be aiming to complete. You should aim to complete the CALI lesson/tutorial right after you finish a certain topic.

An added benefit of the CALI lessons is that they provide examples that you might want to include in your outline to illustrate the various concepts we cover. The CALI lessons are not mandatory, but I highly recommend that you at least try to integrate them into your study routine. To make it easier for you, I have pegged the syllabus to specific CALI lessons (notated in green).

IV. ASSIGNMENTS

Readings for this course have not been pre-assigned for certain days (e.g. Aug. 22, pp. 1-20, Aug. 24, pp. 20-40). Nor do the “chunks” in the syllabus correspond to material that we will necessarily be completing in one class.

Rather, I will assign readings for each subsequent class as we go along. These reading assignments will be posted on the home page of the TWEN website shortly after class. This allows us the flexibility to spend more time on certain topics that may be particularly interesting and/or difficult, without being beholden to a pre-set reading schedule.

You are expected to complete all reading assignments and come to class prepared to discuss the material. If you would like to read ahead for any reason, just look at the syllabus and see what’s next. Usually we cover about 15-20 pages or so per class.

V. CLASS ATTENDANCE AND PREPARATION POLICIES

One Free “Pass” If You Notify Me In Advance of Class

You are expected to complete all reading assignments and come to class prepared to discuss the material. If, in an exceptional case, you are not prepared with your readings for a particular day, you must contact me in advance of class to let me know so that I do not call on you. You can email me or leave a note on the podium before class. You are only permitted one pass during the semester.

If you do not let me know in advance and instead try to take your pass when you are called on in class, this will count as an unprepared and you will forfeit your pass. This rule is intended to prevent students from “hedging their bets” and hoping that they do not get called on the particular day that they are unprepared.

Unprepareds & Absences

RWU Law 20% Rule

Consistent with American Bar Association guidelines, Roger Williams Law School requires “regular and punctual attendance.” To that end, the Law School has adopted an attendance policy, whereby a student will be withdrawn from a course if he or she is absent for more than 20% of classes. In practical terms, this means that students may be absent for a total of **five** (5) classes without running afoul of the RWU attendance policy. On the sixth absence, a professor is obligated to report the absences to the Associate Dean’s Office. The professor has no discretion to consider the reason for the absences prior to reporting the student to the Associate Dean.

Additional Guidelines for Absences and Unprepareds

In my experience, some students attempt to “use” all their absences during a semester, even where the absence is not legitimate (e.g. illness, personal emergency, etc.). I highly recommend against this. Missing classes will undoubtedly affect your understanding of the material and possibly, your grade. In

addition, having a number of students routinely absent disrupts the flow of the class, slows down the class because of the necessity for repeating material already covered, and puts increased pressure on those who regularly attend class and are available to participate.

Accordingly, apart from the 20% rule, I may take into account excessive absences and unprepareds in deciding whether to lower a grade. For example, if a student is absent, say, four times and unprepared two times, this could result in a lowering of the student's final grade.

I recognize that, sometimes, there are extenuating circumstances. If there are circumstances that I should know about, please do not wait until your attendance/preparation becomes a problem before contacting me.

VI. EVALUATION

Evaluation will consist of a closed book exam, worth either 80% or 65% of the grade, depending on whether you choose Option 1 or Option 2 (see separate document entitled "Contracts Evaluation Guide."). You will be provided with a copy of the course syllabus during the exam.

Although there is no grade allocated for participation *per se*, I will take participation into account in order to raise or lower a grade, where appropriate, after final grades have been calculated.

VII. INTERNET AND LAPTOP POLICY

Use of the internet for any purpose unrelated to the course is strictly prohibited during class. This includes the use of any "chat" or "messenger" functions on the computer. Using a computer for a prohibited purpose disrupts other students' learning experience, and will not be tolerated. If a classmate is using a computer in violation of this policy, please inform me (I will keep your identity confidential).

If you access the internet in violation of this policy, this is grounds for: a) an Honor Code violation under section II.1.(j); and b) revocation of laptop privileges for the remainder of the semester or year.

VIII. LEARNING OUTCOMES

RWU Law has adopted certain learning outcomes for students. By the end of this year-long course, students should be able to:

Doctrinal & Substantive Knowledge

- a) Understand basic "black-letter" law as it relates to contracts.
- b) Apply contract law to given fact scenarios.
- c) Prepare themselves to succeed on the contracts and sales portion of the bar exam.

Legal Analysis Skills

- a) Analyze and form sound judgments on a range of issues pertaining to contract law.

- b) Draw and synthesize governing legal principles pertaining to contract law from a variety of sources.
- c) Identify the contract issues inherent in actual cases or hypothetical problems.
- d) Identify the legal rules and facts necessary to competently analyze contract issues inherent in an actual case or hypothetical problem.
- e) Assess the strengths and weaknesses of potential legal arguments and counter-arguments on contract issues.
- f) Differentiate the types and relevance of legal authorities bearing on contract issues, including statutes and case law.

Writing Skills

- a) Articulate in writing cohesive and logical legal assessments and arguments pertaining to contract issues, applying legal analysis to those issues.

Professionalism

- a) Prepare thoroughly.
- b) Communicate professionally in person and in writing with the professor.
- c) Develop skills of self-regulated learning, reflection, and self-assessment.
- d) Act with integrity and civility throughout this course.

Oral Communication and Interpersonal Skills

- a) Communicate precisely, using appropriate contract terminology.
- b) Listen attentively and proactively.
- c) Interact effectively and sensitively with a broad range of people with differing backgrounds, ideas, and expressions.
- d) Develop public speaking skills.

Lawyering Skills (Option 2)

- a) Learn how to organize large amount of information.
- b) Learn how to format a document so that is aesthetically pleasing and easy to follow for a reader.
- c) Be responsive to feedback.
- d) Be able to produce work product in accordance with defined parameters.

IX. FORMATIVE ASSESSMENTS

Pursuant to faculty vote, the Law School has adopted a new policy for all first year and required upper level courses that satisfy the following parameters:

1. Faculty must provide students with three formative assessments during the course of the semester;
2. These formative assessments must count toward the final grade;

3. If the formative assessments are given in a course that is tested on the MBE (multiple choice) component of the bar exam, then at least one formative assessment must include multiple choice questions.

Within these parameters, professors have some discretion on when/how to provide these formative assessments. You may be wondering, at this point, *what the heck is a formative assessment?* A formative assessment is simply a fancy way of saying some form of assessment (test, quiz, paper, etc.) that takes place during the semester so that students can gauge how they are doing.

In Contracts I, all students will be required to take the following three formative assessments:

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| 1. Test 1 (5% of final grade) | Monday September 16, 2019, 3:30-4:30 |
| | Will cover all material to date |
| 2. Midterm (10% of final grade) | Tuesday October 8, 2019 (set by administration) |
| | Will cover all material to date |
| 3. Test 2 (5% of final grade) | Monday November 4, 2019, 3:30-4:30 |
| | Will cover only material after midterm |

IMPORTANT: If you have documented academic accommodations, please contact the Assistant Dean of Student, Lorraine Lalli. Your tests and midterm will be administered through her office.

Please note that you will have formative assessments in all of your 1L classes. You will also have various writing assignments due during the semester for Legal Practice. You may have multiple assignments/tests the same day or week. This cannot be avoided. It will be extremely important for you to engage in methodical and rigorous time management. Simply “cramming” at the last minute will not work.