

<b>Course: Business Law</b> <b>Unit 3 - Contract Law</b>	<b>Year of Implementation: 2021-2022</b>
<b>Curriculum Team Members</b> <b>Matthew Abate</b> - <a href="mailto:mabate@lrhsd.org">mabate@lrhsd.org</a> <b>Christie Iannucci</b> - <a href="mailto:ciannucci@lrhsd.org">ciannucci@lrhsd.org</a> <b>Mike Jackson</b> - <a href="mailto:mjackson@lrhsd.org">mjackson@lrhsd.org</a> <b>Jillian Ormsby</b> - <a href="mailto:jormsby@lrhsd.org">jormsby@lrhsd.org</a>	
<b>Stage One - Desired Results</b>	
<b>Link(s) to New Jersey Student Learning Standards for this course:</b> <i>{provide all applicable links to standards here}</i> <a href="https://www.state.nj.us/education/cccs/2020/">https://www.state.nj.us/education/cccs/2020/</a>	
<b>Unit Standards:</b> 6.1.2.CivicsPR.2: Cite evidence that explains why rules and laws are necessary at home, in schools, and in communities.  6.1.5.CivicsPD.2: Explain how individuals can initiate and/or influence local, state, or national public policymaking (e.g., petitions, proposing laws, contacting elected officials).  6.1.5.CivicsPR.3: Evaluate school and community rules, laws and/or policies and determine if they meet their intended purpose.  6.1.8.CivicsPI.3.b: Evaluate the effectiveness of the fundamental principles of the Constitution (i.e., consent of the governed, rule of law, federalism, limited government, separation of powers, checks and balances, and individual rights) in establishing a federal government that allows for growth and change over time.  6.3.8.CivicsPR.7: Compare how ideas become laws at the local, state, and national level.  9.1.8.EG.4: Identify and explain the consequences of breaking federal and/or state employment or financial laws.  9.1.8.EG.9: Identify types of consumer fraud, the procedures for reporting fraud, the specific consumer protection laws, and the issues they address.	

9.1.12.EG.6: Analyze the rights and responsibilities of buyers and sellers under consumer protection laws.

**Transfer Goal:** Students will be able to independently use their learning to *create and analyze contracts*.

**As aligned with LRHSD Long-Term Learning Goal(s):** utilize and integrate essential communication and technical skills significant to 21st century life, work, and community, make ethical decisions needed to promote democracy and free enterprise, create authentic learning experiences to successfully transfer knowledge into real-world experiences preparing them for life and career, use technology to extend creativity and/or improve problem-solving ability.

Enduring Understandings

Students will understand that . . .

*EU 1*

- There must be an agreement composed of an offer and an acceptance upon which to base a contract.

*EU 2*

- Consideration is what a person demands and generally must receive in order to make her or his promise legally binding.

*EU3*

- A remedy can be sought if a contract is breached.

Essential Questions

*EU 1*

- What elements are required to form a legally enforceable contract?
- What are the requirements of an offer?
- Explain two ways in which offers can be terminated.
- How can an offeree ensure that an offer will stay open for a set period of time?
- What are the requirements for an effective acceptance?

*EU 2*

- List the three requirements of consideration.
- Why is consideration not binding in illusory contracts?
- What distinguishes a gift from a valid contract?
- Name four exceptions to the requirement of consideration.

*EU 3*

- Under what conditions may you assign contractual rights to another person?
- Identify the six ways in which contractual obligations can be discharged.

	<ul style="list-style-type: none"> <li>● Explain the remedies available for a major breach of contract.</li> <li>● What does it mean to “mitigate the damages”?</li> </ul>
<p><u>Knowledge</u> Students will know . . .</p> <p><i>EU 1</i></p> <ul style="list-style-type: none"> <li>● contracts are agreements between two or more parties that create obligations.</li> <li>● to be legally enforceable contracts require a valid offer and acceptance, genuine assent, legality, consideration, capacity, and the proper form.</li> <li>● the party making the offer is the offeror. The party to whom the offer is made is the offeree.</li> <li>● an offer must be made with the offeror’s apparent intention to be bound by it, be complete and definite, and be communicated to the offeree.</li> <li>● if not accepted, an offer is ended by revocation of the offeror, at the time stated in the offer, at the end of a reasonable time if no time is stated, by rejection of the offeree, by counteroffer, by death or insanity of either of the parties, or by destruction of the specific subject matter.</li> <li>● in general, an offeror is not obliged to keep an offer open for a specified time even if the offeror has stated he or she would do so.</li> <li>● a firm offer, made by a merchant, is a written offer that contains a term stating how long the offer is to stay open.</li> </ul>	<p><u>Skills</u> Students will be able to . . .</p> <p><i>EU 1</i></p> <ul style="list-style-type: none"> <li>● list the elements required to form a contract</li> <li>● describe the requirements of an offer</li> <li>● describe the various ways to end offers</li> <li>● explain how an offeree can ensure an offer will remain open</li> <li>● discuss the requirements of an effective acceptance</li> <li>● determine at what point in time an acceptance is effective</li> </ul>

- in contracts for the sale of services or realty, the offeree must accept the offer unconditionally and in the exact form and manner indicated by the offeror.

#### *EU 2*

- consideration is what a person demands and generally must receive in order to make her or his contractual promise legally binding.
- consideration may consist of a promise, an act, or a forbearance.
- past consideration is not legally binding consideration for a promise given now or in the future..
- under the UCC, a merchant's firm offer is enforceable for up to three months even when no payment or other consideration has been given for the promise.
- agreements between merchants modifying contracts for the sale of goods need no consideration to be binding.
- promises barred by some statutes may be enforceable if reaffirmed.

#### *EU 3*

- a party may generally assign rights under a contract as long as the performance will not be materially changed. One is not released from contractual duties by delegating them to a third party.
- duties may not be delegated when they involve personal judgment or skill, as with artists and professional experts.
- generally, an assignee acquires only the rights the assignor has under the contract.
- a material breach of contract generally permits the other party to regard his or her obligation to perform as discharged.

#### *EU 2*

- identify the three requirements of consideration
- discuss the adequacy of consideration
- describe situations in which consideration is present only under limited circumstances
- recognize when what appears to be binding consideration is not
- distinguish situations in which consideration is not needed
- recognize when the doctrine of promissory estoppel can be applied

#### *EU 3*

- identify what rights can be assigned and what duties can be delegated
- describe the various ways in which contractual obligations may be discharged
- name and describe various remedies possible for minor or major breach of contract
- discuss the factors that affect the choice of remedies

- an obligation calling for an act, except that of paying money, is discharged by a rejected tender of performance.
- compensatory, consequential, nominal, and liquidated damages are all available where appropriate as remedies under contract law.
- a lawsuit for breach of contract may be barred from court by the lapse of the time prescribed by a statute of limitations.

## Stage Two - Assessment

### Other Evidence:

- *Teacher-generated tests*
- *Case analysis*
- *Summative assessments*
- *Text theory analysis*
- *Assessment of current event articles*
- *Student presentations*

## Stage Three - Instruction

**Learning Plan: Suggested Learning Activities to Include Differentiated Instruction and Interdisciplinary Connections: Each learning activity listed must be accompanied by a learning goal of A= Acquiring basic knowledge and skills, M= Making meaning and/or a T= Transfer. {place A, M and/or T along with the applicable EU number in parentheses after each statement}**

- Reading Activity 6-1: Creation of Offers(A, M, EU1)
- Review 6-1 (A, M, EU1)

- Reading Activity 6-2: Termination of Offers (A, M, EU1)
- Review 6-2 (A, M, EU1)
- Reading Activity 6-3: Acceptances (A, M, EU1)
- Review 6-3 (A, M, EU1)
- Ch6 Review (T, EU1)
- Ch6 Quiz (T, EU1)
- Ch6 Test (T, EU1)
- Sports & Entertainment Law: Put Me In Couch (T, EU3)
- Reading Activity 8-1: Types of Consideration (A, M, EU2)
- Review 8-1 (A, M, EU2)
- Reading Activity 8-2: Questionable Consideration (A, M, EU2)
- Review 8-2 (A, M, EU2)
- Reading Activity 8-3: When Consideration is Not Required (A, M, EU2)
- Review 8-3 (A, M, EU2)
- Ch8 Review (T, EU2)
- Ch8 Quiz (T, EU2)
- Ch8 Test (T, EU2)
- Sports & Entertainment Law: Downhill Racer Hits Buffaloes (T, EU3)
- Reading Activity 11-1: Transfer and Discharge of Obligations (A, M, EU3)
- Review 11-1 (A, M, EU3)
- Reading Activity 11-2: Remedies for Breach of Contract (A, M, EU3)
- Review 11-2 (A, M, EU3)
- Ch11 Review (T, EU3)
- Ch11 Quiz (T, EU3)
- Ch11 Test (T, EU3)
- Sports & Entertainment Law: Freedom Isn't Free (T, EU3)