



LAW

Is It A Contract? The Legal Significance of a Course Syllabus

Dr. Jionel E. Pierre, JD., LL.M., MBA, Ph.D.

Kennesaw State University

Learner's Outcomes

By the conclusion of this presentation, learners will be able to:

1. Identify what is a Course Syllabus
2. Define a Contract
3. Identify the Elements required to form a contract
4. Be familiarized with case law that controls contract formation as pertaining to course syllabus.
5. How to write a legally effective Course Syllabus.

LAW



COURSE SYLLABUS

Course Syllabus

A course syllabus is a document that provides the course parameters such as assignments, procedures, assessments, due dates and classroom policies and procedures. In all a course syllabus provides a student with a road map to achieve the course overall learning objectives.

Resource: Rumore, M. (2016) The Course Syllabus: Legal Contract or Operator's Manual? *American Journal of Pharmaceutical Education*,80(10).

LAW



CONTRACT

LAW



Contract

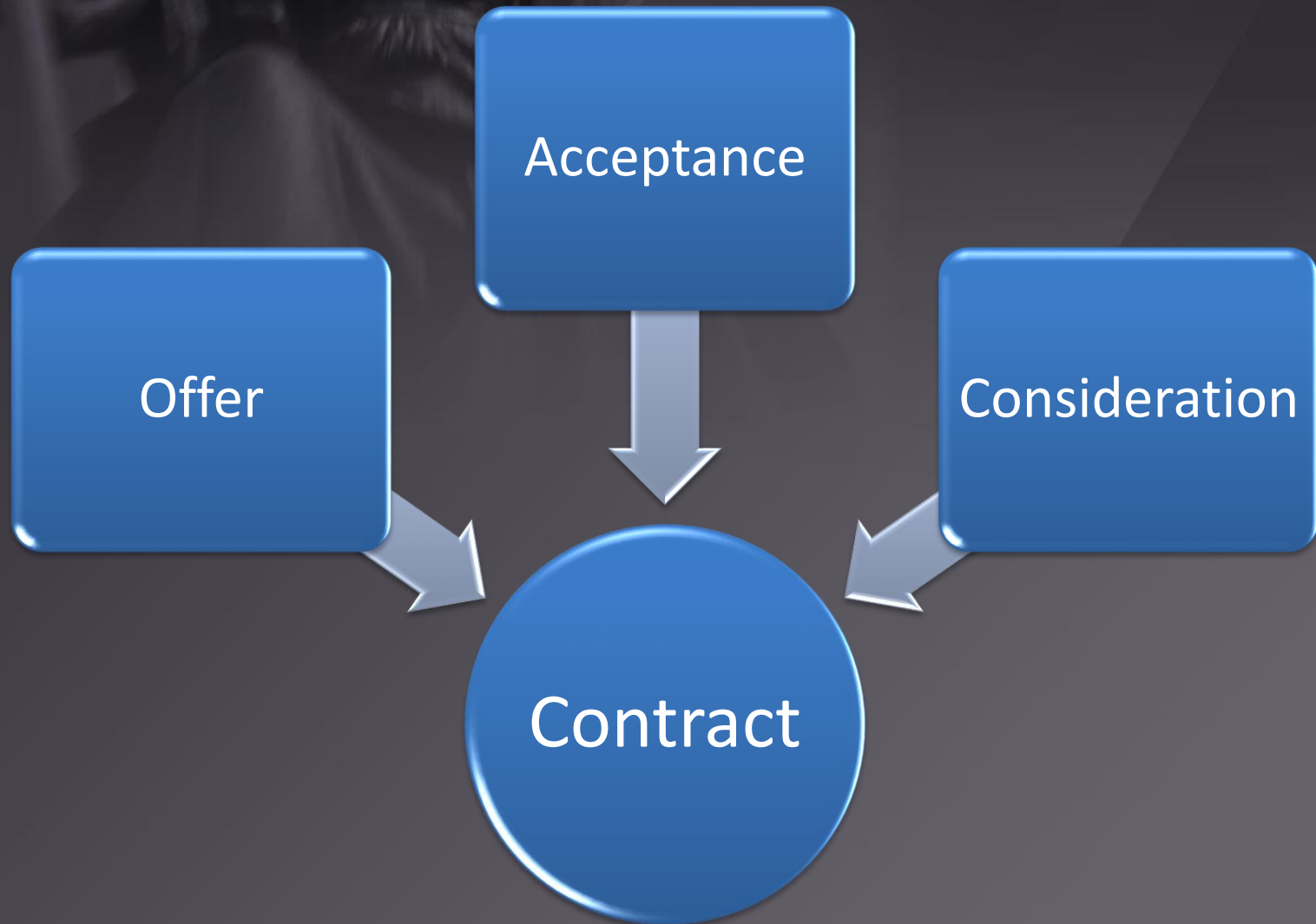
A *Contract* is a promise or set of promises for the breach of which the law gives a remedy, or the performance of which the law in some way recognizes a duty. (Restatement (Second) of Contracts § 1 (2011))

LAW



ELEMENTS OF CONTRACT FORMATION

Elements for Contract Formation



Offer

A proposal to do a thing or pay an amount usually accompanied by an expected acceptance. It is also a manifestation of willingness to enter into a bargain, so that another may understand that his assent (i.e. Acceptance) to that bargain is invited and will conclude it (i.e. the bargain).

LAW



Acceptance

Compliance with the terms and conditions of the offer constitute an acceptance.

LAW



Consideration

The inducement to a contract. The cause, motive, price, or impelling influence which induces a contracting party to enter into a contract. The reason or material case of a contact.

LAW

A dark, stylized image of a woman in a long, flowing dress, possibly a judge or a historical figure, set against a dark background with geometric shapes. The woman is positioned in the upper left quadrant, looking slightly to the right. The overall aesthetic is professional and legal.

CASE LAW

Gabriel v. Albany College of Pharm. & Health Scis

- Gabriel was a fulltime student in the Fall of 2009, in Prof. Pumo's class.
- Gabriel and her classmates were assigned a writing assignment.
- Prof. Pumo used Turnitin
- Turnitin reported that a large number of students copied information from other sources.
- Prof. Pumo allegedly advises the class that they will be given a "Free Pass"

Gabriel v. Albany College of Pharm. & Health Scis(Cont)

- Pumo reports Gabriel for plagiarism.
- Pumo did report other students for plagiarism, but to a lesser degree than Gabriel's inquiry.
- Gabriel sues under the impression that Prof. Pumo's "allowance of limited plagiarism as the "'free pass' phenomenon," and claims that the practice was unlawful. Specifically, he contends that the class *syllabus* was a *contract* between Pumo and her students, yet the *syllabus* made no mention of the "'free pass' phenomenon."

Gabriel v. Albany College of Pharm. & Health Scis(Cont)

The Courts said as follows:

- Lower court's ruling that course syllabus did not constitute legally enforceable contract); Collins v. Grier, 1983 Ohio App. LEXIS 16072, 1983 WL 5148, at *2 (Ohio. App. July 27, 1983) ("there is no contract between a professor or instructor and a student created by the syllabus or university guidelines"). Indeed, a valid contract requires several elements, including mutual agreement and valuable consideration. Manley Bros. v. Bush, 106 Vt. 57, 169 A. 782, 783 (Vt. 1934).
- A course syllabus – which commonly outlines reading requirements, test dates and the like – does not have any such attributes. Gabriel's breach of contract claim based upon the course syllabus is therefore DISMISSED.

LAW

There is no contract formation between student and professor visive the course syllabus

Course Syllabus

Contractual
Relationship with
Student

University and Student

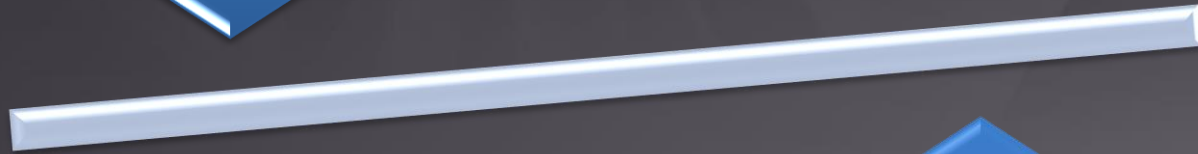
- There is a contractual relationship between a students and the university that is recognized by the courts, *Behrend v. State (10th Dist. 1977), 55 Ohio App. 2d 135, 379 N.E.2d 617, 379 N.E.2d 617*
- *Contract to educate.*

LAW

Knowing the difference between Policy and Law



Policy



Law



LAW



How to write a legally effective Course Syllabus

How to write a legally effective Course Syllabus

- Align your Syllabus with the your college/ university's course catalog.
- Align your Syllabus with the your college/ university's policies and procedures as pertaining exams, attendance, tardy, assignments, etc.
- Never deviate from your syllabus orally.
 - Provide an email or some written correspondence that students can refer back to.
- Adhere to all state and federal laws regarding students with disabilities and accommodations.
 - Remember you cant under serve but you can overserve

LAW



Conclusion

- Final Remarks.
- Q&A.