

TEACHING “CONTRACTS” TO UNDERGRADUATE STUDENTS: A LESSON PLAN DESIGN

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ABSTRACT

This paper presents an overview highlighting the design of a lesson plan, addressing the elements of a contract as appropriate for all functional undergraduate business courses. This knowledge, often taught in the required Business Law course, legitimizes an enforceable contract, as applied to every major field or concentration in a business curriculum. Students learn that contractual obligation is a form of absolute liability. With no intent to be comprehensive, students are directed to learn how contracts are disseminated and how the validity is assessed at the end of the lesson. Conclusions can be drawn about a contract’s validity having utilized the various formats and directives.

INTRODUCTION

Contracts are voluntary self-inspired arrangements by which individuals seek to enhance their personal interests through the process of exchange. Of course, this exchange does not specify the importance of equity and fairness, and is regarded as voidable, if induced by misrepresentation or fraud and if made by persons lacking legal capacity. Notably, borderline cases are inevitable, and no contract can or will be wholly comprehensive regardless of detail. An important issue is the enforcement of the contract. The formation of a contract requires “assent” on the part of each contracting parties. However, enforcement is prevented, even though reasonable, when modification is in favor of one party. Nonetheless, new promises are mutually enforceable when there is consideration on both sides.

THE IMPORTANCE OF PROFICIENCY AND CURRICULUM DESIGN

As part of the required undergraduate business curriculum, graduating business students will need to prove proficiency in contracts as a major component in a business law course. To gain and illustrate such proficiency, students will need to learn the concepts and fundamentals taught in the following lesson plan. Progress will be monitored periodically throughout the semester.

LEARNING GOAL

At the end of the lesson, a student will learn how to disseminate a contract into its four elements (agreement, consideration, capacity and legality). Students will also be able to draw conclusions about the validity of a contract.

DECLARATIVE KNOWLEDGE

The students will be taught to define and identify subcomponents of every element of a contract (agreement, consideration, capacity and legality). For instance, an agreement is a bilateral (promise for a promise) or unilateral (promise for an act) communication between two parties that include a communicated offer and dispatched acceptance [2]. Consideration denotes the receipt by the promisor of “something of value” from the promisee. The same will be applied to the remaining two elements.

PROCEDURAL KNOWLEDGE

Students will learn how to assess the validity of a contract by using the IRAC (Issue, Rule, Analysis, and Conclusion) format. Dependent on the type of knowledge (declarative or procedural), varying methods will be used to instill knowledge.

Instructional Grouping (cooperative)

Students will be grouped by familiarity of the topic (prior knowledge) and English fluency. This cooperative grouping will facilitate learning via elevated perceptions and feelings of satisfactions [6]. This way, those with relatively less prior knowledge and or English fluency can learn from their peers without perceived direct pressure from the instructor. Moreover, as a direct connection to Vygotsky’s zone of proximal development, students stand a better chance of learning and retaining information when there is a social interaction with more capable peers [8]. The use of cooperative instructional grouping looks to avert this potential instructional hindrance in a positive manner.

Advance Organizers

The purpose of an advanced organizer is to provide guidance and connection to a learner before actual instruction [6]. They are also used to facilitate transfer via connections of previously learned materials [7]. The backbone of this method is predicated on the syllabus itself. The syllabus will also identify all readings, exercises, cases, and the alike associated with each topic of instruction. The first subpart of each instruction period will include a review of previously covered materials, a second part involves a Q&A dialogue of previously discussed materials, the third will be the actual instruction, and the fourth will utilize case analyses with assigned group and concurrently employ practice with positive feedback. This inclusion is designed to give students advanced notice of the consistency of each instruction period to aid with meta-cognition [5]. The design of advance organizers also help learning in that it break materials into chunks, give learners opportunities to practice before tackling more complex tasks, assist in the coding of new materials and give practice to catalyze automatic processing [6].

Definitions

Elements and sub-elements of a contract (agreement, consideration, capacity and legality) are thoroughly explained verbally and displayed via computer projection. For instance, student will learn the definition of an agreement and that its corresponding sub-elements include an offer and an acceptance [6].

Worked Examples

After instruction of new materials is delivered, the designer will prominently place a case analysis on the projection screen where all learners can read. From this vantage point, the designer can model and

illustrate case precedents to connect with the new materials. The example given is an attempt to tie in concepts and demonstration with an explanation, as it can be quite beneficial in more complex components of academia [3] [4].

Inquiry Teaching

To derive and instill general principles and apply them to a new situation is the work of Collins [1]. In this context, the designer and learner will attempt to interact on a vis-à-vis basis. From the above scenario of an agreement, the designer will change the facts of the case slightly. Students are then encouraged to interact with the designer to clarify this concept to answer the posed question. This way, learners can inquire about their understanding of covered concepts through one-on-one dialogue. This will reinforce learned materials as well as clarify any misunderstanding of materials.

FEEDBACK

Student assessments are performed via periodic written examination. Essay type examination will give the instructor a better assessment of any potential variance between the students' initial oral pre-test and at the end of the lesson plan. Concurrent with examination, in class discussions can allow for a more qualitative assessment of students' retention of instructed materials.

CONCLUSION: FACILITATING LEARNING

A law textbook adopted by the department and selected by the instructor was used for the instruction portion of the lesson plan. Inclusive in the text book is a CD wherein students can access topic outlines, case analyses, study guide, practice test and self quiz. While a projection unit can display key concepts so that all students are aware of the topics being covered, the whiteboard offers an opportunity for the instructor to elaborate on examples and concepts to further facilitate learning.

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