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**HOME PAGE:** <http://cba.unomaha.edu/faculty/mohara/web/ohara.htm>

**Office Hours:**

**First**, read this web page.

<http://cba.unomaha.edu/faculty/mohara/web/ToOfficeHours.htm>

**Second**, Mon. & Tues. 9:00 AM until 10:30 AM; and Tuesday 5:30 PM - 6:00 PM in MH 228.

**Third**, after reading the web page above,

### Business Law Fundamentals

*With an Honors Contract, any section of this course may be taken for Honors credit.*

#### Spring 2012

LAWS 3930-002 #12787 Tuesday & Thursday 10:30 AM - 11:45 AM MH 113

LAWS 3930-003 #12789 Monday & Wednesday 10:30 AM - 11:45 AM MH 325

LAWS 3930-005 #33609 Tuesday 6:00 PM - 8:40 PM MH 117

<http://cba.unomaha.edu/faculty/mohara/web/BLF-p12-Syllabus.pdf>

#### COURSE DESCRIPTION:

3 credit hours. "LAWS 3930 introduces students to the legal system governing business transactions. This course emphasizes constitutional law, the Common Law, and relevant statutory law. The legal topics covered include litigation and ADR, torts, contracts, Sale of Goods, insurance, international law, and regulation of business.

**Prereq.:** ENGL 1160; SPCH 1110 or higher; ECON 2200 all with C (2.0) or better; 2.5 GPA." [NOTE: by implication, also need MATH 1310 with "C" (2.0) or better as well as 12 hours earned.] **NOTE: WARNING** from UPC on **TWO STRIKE RULE:** *only **enroll** twice (audit = enroll) AND all prerequisites **before** enroll.*

#### TEXTS:

1. Clarkson *et al.*, *Business Law: Text and Cases: Legal, Ethical, Global, and E-Commerce Environments*. **12th (BLACK) Edition**. USA: South-western Cengage Learning, 2012. **ISBN-13: 978-0-578-47081-0**.
2. *Recommended: BarChart's plastic covered 4 page USA Constitution.*
3. On page 6 you will find very helpful document [F] in the INCORPORATED BY REFERENCE list.

#### GRADED EVENTS:

*Each student shall have a written contract with the professor detailing graded events. **This document** shall be that contract **unless** and until it is replaced by an **individually negotiated replacement contract**. For example, a student might chose to author a long and detailed paper that engages systems analysis of a law mentioned in your textbook while using document [G] that is incorporated by reference on page 6 of this Syllabus. Any replacement contract must be **written**,*

authored by the student, and **signed** by both the professor and the student. If you desire to consider an individually negotiated replacement contract, then contact your professor for information on mandatory negotiation processes. To gain your instructor's signature, any individually negotiated replacement contract must contain a Comprehensive Final Exam.

A course letter grade of "A" is earned is with total course points of 900; "A-" is earned with total course points of 870; "B+" with 830; "B" with 800; "B-" with 770; "C+" with 730; "C" with 700; "D" with 600; and an "F" is earned with 599 or fewer total course points.

**In upper level undergraduate classes**, your professor does **not use** the course letter grades of "C-", "D+", or "D-".

A second of two ways to earn a course letter grade of "A" is to earn a course average of 87.0% at the end of business on Friday, April 27th; which in addition to earning the course letter grade of "A" also will waive the duty to take the Comprehensive Final Exam.

POINTS	GRADED EVENT
200	Exam #1: chapters 1 - 4 and 23
100	Exam #2: chapters 6, 7, & 9 and cumulative
200	Exam #3: chapter 10 - 18 and cumulative
200	Exam #4: chapters 19 - 22 and cumulative
100	Exam #5: chapters 44, 45, 47, 51, and 52 and cumulative
200	Comprehensive Final Exam (true v. false plus explain)

**Extra Credit** will come in four forms. **FIRST**, students who have earned an 87% average after Exam #3 shall be eligible to enter into a student authored written and signed contract with the instructor to earn a maximum of 30 course points of extra credit via publishing a movie review in the *Gateway*. More details will be provided in Exam #3. **SECOND**, students who have earned an 80% average after Exam #4 shall be eligible to enter into a student authored written and signed contract with the instructor to earn a maximum of 30 course points via short paper that demonstrates the student's grasp of the *Systems Handout*<sup>1</sup> for analyzing a specific law covered on more than one of the exams Exam #1 through Exam #4. More details will be provided in Exam #4. The deadline for completing **FIRST** extra credit and the deadline for completing **SECOND** extra credit is 4:00 PM, Friday, April 27, 2012, *time is of the essence*.<sup>2</sup> **THIRD**, other extra credit opportunities might be made available during one or more class meetings to earn a maximum of 30 extra credit course points. **FOURTH**, see, below, this Syllabus' section on Class Participation.

### EXAMS:

There are six exams. Exam #2 and Exam #5 each is worth 100 course points. Exam #1, Exam #3, Exam #4, and the Comprehensive Final Exam each is worth 200

<sup>1</sup> See document [G] in the Incorporated by Reference list on page 6.

<sup>2</sup> Hmmm. What does that mean?

course points. Recall, students with an 87.0% average by the end of business on Friday, April 27th both have earned a course letter grade of "A" and are excused from the final.

Exams #1 through #5 each is in the objective format (e.g., true versus false) and each is open book.<sup>3</sup> Each correct answer of an exam question on Exam #1 through Exam #5 is worth 10 course points. Each of Exams #1 through #5 shall have 5 more questions asked than its point total would appear to indicate. For example, Exam #2 will have 15 questions while Exam #3 will have 25 questions. The time allowed for each exam in Exams #1 through #5 is limited and shall equal one minute per question asked plus 10 minutes; thus, Exam #2 will be 25 minutes in length while Exam #3 will be 35 minutes in length. **On Exams #1 through #5 the student shall not answer all questions asked.** Instead, the student only shall answer that number of questions needed to potentially earn a score of 100%. The student shall answer those questions for which the student has the greatest confidence in the accuracy of that student's answer (e.g., do not answer any ambiguous questions nor answer any questions for which the student is less certain). For example, the student shall answer 10 of 15 questions on Exam #2.

**IF a student ANSWERS TOO MANY questions on these exams, THEN one CORRECT ANSWER shall be SUBTRACTED FOR EACH EXCESSIVE answer.** For example, if on Exam #2 a student answers all 15 questions asked and in doing so correctly answers 10, then that student will have earned a grade of "F", not an "A", since that student will have earned 50 of the potential 100 course points (i.e., [10 correct answers times 10 points each] minus [5 excessive answers times 10 points each]).

The Comprehensive Final Exam has a materially different design. The **final exam is closed book.** The time duration of the final shall be the Regent's scheduled duration of 120 minutes. The final is a short answer essay exam. The final shall be in the **true versus false plus explain** format. The final shall have 11 questions, the student shall answer all 11 questions, and each correct answer is worth 20 course points. For each question, 5 course points are earned via the correct answer of true versus false; and, 15 course points are earned via the explanation of why the question is true or is false. Thus, a perfect final exam earns 220 course points out of 200. Explanations shall be graded on a truncated letter grade scale of A, B, C, and F; where an A earns 15 course points, a B earns 12 course points, a C earns 9 course points, and a good faith F earns 5 course points and a less than good faith F earns zero course points.

The **student must provide a blue book<sup>4</sup> and an ink pen** (only blue ink or black ink is acceptable) for the final.

All exams are designed by your professor with the subjective intent to objectively detect and to objectively measure the individual student's subjective knowledge. The student is rewarded for actual knowledge of the student's Bounded Rationality. That is, the student is rewarded for actually knowing what is known as well as rewarded for actually knowing what the student does not know.

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<sup>3</sup> NOTE: **Only a fool believes** that an open book exam is any **substitute** whatsoever **for studying.** Open book is to reduce stress and focus the already trained mind. Quite intentionally, there will be far too little time during each exam to use an open book as a substitute for preparation.

<sup>4</sup> Be sure you buy a blue book that has **at least 12 pages** (i.e., one side of a sheet is one page). Some blue books only have 8 pages; others have as many as 16 pages; most have 12 pages (i.e., 6 sheets). The UNO Bookstore has blue books at the check out counter. PKI's vending machine also sells blue books.

The week of each Exams #1 through #5 is listed on the weekly schedule page. The exams **Exam #1 through Exam #5 might be administered at the beginning of a class meeting or might be administered at the end of a class meeting.**

### **COURSE COMMUNICATIONS:**

**Students are encouraged to ask questions during class and/or during office hours. Strongly encouraged. Education is an active process.**

Every class meeting will start with the professor asking the assembled students **"Any questions?"**. **If you are silent in reply** to such repeated questioning by your professor, then your silence creates the binding on you reasonable expectation by both your professor and by UNO that you did not then and you do not now have any unanswered material question(s). That is, **your knowing and voluntary action of silence thereby ESTOPPEES YOURSELF TO DENY<sup>5</sup> that you had all reasonable questions answered and/or that all material question(s) had been answered fully and to your personal satisfaction.**

Following that Q&A period, your professor will move on to other course related tasks, such as announcing Syllabus revisions, repeating by the professor of all reasonable and/or material questions raised by students during office hours that are of interest to all students; and new material. Any revisions of this Syllabus **solely** shall be announced [a] once, [b] in the classroom, and that classroom oral announcement will be accompanied by [c] a writing on a classroom's writing surface.

If you miss a class (i.e., you have breached your contract with your professor and with UNO) and thus you missed an announced revision of the Syllabus, then it is your duty to remedy your breach of contract in some manner other than seeking repeat performance from your professor.

Grades earned by individual students will be distributed in-person, either in the classroom or during office hours. Individual grades will not be distributed in any other manner nor in any other location. Collective grades will be posted to the mmTEMP drive.

**In short, come to class.**

**In short, there will be nearly zero technologically mediated communications (whether asynchronous or synchronous). If feasible, all communications shall be face-to-face in-person.**

If a student sends an email or a voice mail in violation of the above, then that student already is in possession of the sole answer that student will receive in reply (i.e., this Syllabus section). That is, come to class and ask the question or come to office hours and ask the question.

When is it appropriate to send an email, a voice mail, or leaving a hand written note? When [1] a student is providing timely written notice of a *Force Majeure*; or [2] to set up a private appointment. See, <http://cba.unomaha.edu/faculty/mohara/web/ToOfficeHours.htm> .

<sup>5</sup> **HINT:** If, **when** you are reading a document and **you know you do not know** the meaning of a phrase or a word, then you would be well advised to **pause** your reading until you **go learn** the meaning of that phrase or word. For example, **what does the phrase "estopped to deny" mean** in the context of a class Syllabus?

Occasionally, a classroom announcement is not feasible (e.g., a *Force Majeure* prevents performance by UNO [e.g., flu pandemic] and/or by your professor [e.g., illness]), then your professor will send a simultaneous email to all enrollees to each enrollee's BlackBoard defined email address (i.e., the Regent defined location external to the classroom for delivery of notice).

### **CLASS PARTICIPATION:**

**No electronic devices of any kind are permitted to be active during class meetings.** No laptops. No cell phones. Nothing electronic. You shall **EARN NEGATIVE TEN COURSE POINTS** each time your phone announces (e.g., rings) during class as well as earn -10 course points if your laptop is "open" during class. Each time your phone is active during class and each time your laptop is active during class you more than merely rebut the presumption that you mind was physically present in the room: you also irrebuttably prove it was absent and that you have materially disturbed the quality of attendance by others.

The first component of Class Participation is mere physical attendance. The second component is cogent contributions.

From the perspective of course letter grades the purpose of class participation is to rebut the presumption that other mechanisms of objectively detecting and objectively measuring a student's subjective knowledge did accurately detect and measure that individual student's subjective knowledge. *Solely in your professor's good faith professional judgment* the individual student **may earn as many as 50 course points of extra credit.**

Mere physical attendance may, but does not necessarily, garner a maximum of 10 extra credit course points. Recall, the purpose of class participation is to rebut a presumption and mere physical attendance might not surmount that hurdle.

Cogent contributions may, but does not necessarily, garner a maximum of 40 course points of extra credit. The cogent contributions component is appraised based upon the professor's good faith professional judgment of both:

- [i] the student's regular *preparation* for class discussions; *and*
- [ii] the quality of the student's in class *communications*, especially towards furthering class room discussions.

### **INCORPORATED BY REFERENCE:**

**Hereby incorporated by reference<sup>6</sup> into your class Syllabus are documents [A] through [E] from the following documents [A] through [G]:**

**[A] Reasonable Expectations** (for all courses).

<http://cba.unomaha.edu/faculty/mohara/web/BLFf10-Reasonable-Expectations.pdf>

**[B] Critical Thinking** (for all courses).

<http://cba.unomaha.edu/faculty/mohara/web/BLFf10-Critical-Thinking.pdf>

**[C] Memorization Techniques** (for all courses).

<sup>6</sup> **HINT:** If, when you are reading a document and you know you do not know the meaning of a phrase or a word, then you would be well advised to **pause** your reading until you **go learn** the meaning of that phrase or word. For example, **what does the phrase "incorporated by reference" mean** in the context of a class Syllabus?

- [D] <http://cba.unomaha.edu/faculty/mohara/web/BLFf10-Memorization-Techniques.pdf>  
(for **all** courses **after** microeconomics) **Economics Slides.**  
<http://cba.unomaha.edu/faculty/mohara/web/BLF-p12-Econ-Slides.pdf>
- [E] (for **all law** courses) **USA Constitution.**  
[http://cba.unomaha.edu/faculty/mohara/web/USA\\_Constitution.htm](http://cba.unomaha.edu/faculty/mohara/web/USA_Constitution.htm)
- Recommended:* BarChart's four-page plastic copy of the *USA Constitution*.
- [F] (for all advanced law courses) Summary of B-Law-1  
<http://cba.unomaha.edu/faculty/mohara/web/BLF-p12-Memorization-Items.pdf>
- [G] (for some advanced courses) Systems Handout.  
<http://cba.unomaha.edu/faculty/mohara/web/SYSTEMS-handout-circa-p12.pdf>

<b>MAKE UP WORK:</b>
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Except to the extent of federal preemption or other preemption, there is **NO MAKE UP WORK is available for extra credit opportunities (e.g., class participation, pop quizzes, etc.).**

Scheduled (i.e., date specified in the Syllabus) graded events are eligible for Make Up Work.

If a student's timely performance of a graded course component is prevented by a *Force Majeure*<sup>7</sup> (the existence of that *Force Majeure* objectively demonstrated to the professor's personal satisfaction), **then** the professor shall make a reasonable accommodation for that student to complete substantially equivalent make up work.

As a **condition precedent**<sup>8</sup> for make-up work, the student **must provide timely notice** (e.g., an email sent **prior** to the due date for the student's performance) of the *Force Majeure* **as well as** provide **seasonable written verification** that is **signed** by an **impartial third party** in the format **specified by the professor**.

That signed written verification **must** be provided on letterhead if that verifier is likely to have letterhead. That signed written verification **must** include sufficient contact information that the professor can audit that proffered verification.

<b>ACADEMIC HONESTY:</b>
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**All students are bound to an obligation of academic honesty. Any form of academic dishonesty<sup>9</sup> by a student, solely in the discretion of your professor, shall cause that student to earn a letter grade of "F" either on the assignment (e.g., a mere extra credit opportunity) or for the entire course.**

See, <http://www.unomaha.edu/aandsaffairs/tabs/student/aiundergrad.php>

<sup>7</sup> Hmmm. What does that mean?

<sup>8</sup> Hmmm. What does that mean?

<sup>9</sup> Hmmm. What does that mean?

**Weekly Schedule for all three sections:  
Mon. & Wed. @ 10:30; Tues. & Thurs. @ 10:30; and Tuesday @ 6:00**

<u>Week of Sunday</u>	<u>Chapters</u>
Jan 8	chapters 1, 2, & 3: legal reasoning & courts & procedure
Jan 15	1 & 2 & 3 legal reasoning & courts & procedure 4 & 23 constitution & international ( <i>no classes MLK Day Jan 16</i> )
Jan 22	4 & 23 constitution & international
<b>Jan 29</b>	<b>Exam #1: chapters 1 - 4 &amp; 23</b> chapters 6 & 7: torts (i.e., intentional & negligence & strict liability)
<b>Feb 5</b>	9 & 6 & 7 crime and torts <b>Exam #2: chapters 6, 7, &amp; 9 and cumulative</b>
Feb 12	chapters 10, 11, 12, & 13 contracts (i.e., terminology, agreement, consideration, capacity & legality)
Feb 19	14, 15, & 16 contracts (genuineness & Statute of Frauds & 3rd party)
Feb 26	17 & 18 contracts (i.e., performance & discharge & breach & remedies)
<b>Mar 4</b>	<b>Exam #3: chapters 10 - 18 and cumulative</b> chapters 19 & 20 UCC2 (i.e., formation & title & risk of loss & insurable interest)
Mar 11	21 & 22 UCC2: performance & warranties
<i>Mar 18</i>	<i>no classes: Spring Break</i>
<b>Mar 25</b>	<b>Exam #4: chapters 19 - 22 and cumulative</b> review of ECON 2200 <a href="http://cba.unomaha.edu/faculty/mohara/web/BLF-p12-Econ-Slides.pdf">http://cba.unomaha.edu/faculty/mohara/web/BLF-p12-Econ-Slides.pdf</a>
Apr 1	47 antitrust & review of ECON 2200
Apr 8	44 & 45 administrative agencies & consumer law
Apr 15	52 & 51 wills & insurance ( <i>wait to read 51 until after instructions</i> )
<b>Apr 22</b>	<b>Exam #5: chapters 44, 45, 47, 51, 52, &amp; ECON and cumulative</b> review for final exam
<b>Apr 29</b>	<b>Comprehensive Final Exam</b> <a href="http://registrar.unomaha.edu/calendar/">http://registrar.unomaha.edu/calendar/</a>