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<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**, Monday & Wednesday 9:00 AM until 9:50 AM.**Third**, after reading the web page above, by private appointment.**Business Law Fundamentals***With an Honors Contract, this section of this course may be taken for Honors credit.***Spring 2010****LAWS 3930-002# 11764 Monday & Wednesday 11:30 AM - 12:45 PM RH 010A****LAWS 3930-003# 11765 Monday & Wednesday 10:00 AM - 11:15 AM RH 122**<http://cba.unomaha.edu/faculty/mohara/web/BLFp10Syllabus.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.

GRADED EVENTS:

The course letter grade of "A" is earned 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-".

POINTS GRADED EVENT

extra credit (if any) these opportunities solely will be announced in class

200 Oral Quizzes: daily, personal minimum of five and maximum of ten

200 Exam #1: chapters 1 - 4, 6, 7, 9, and 52

200 Exam #2: all covered chapters, especially 10 - 19

200 Exam #3: all covered chapters, especially 20 - 23

200 Exam #4: all covered chapters, especially 43, 44, 46, 49, and 50

optional final exam: student may elect to replace lowest two of the above graded events

400 Exam #5: Comprehensive Final Exam

chapters 1 - 4; 6, 7, 9 - 23; 43, 44, 46, 49, 50, and 52

TEXTS:

1. Clarkson *et al.*,
Business Law: Text and Cases: Legal, Ethical, Global, and E-Commerce Environments.
11th (RED) Edition. USA: South-western Cengage Learning, 2009.
ISBN-13: 978-0-324-65522-3.
2. **Hereby INCORPORATED BY REFERENCE in this syllabus the following four documents:**
 - [A] **Reasonable Expectations**
<http://cba.unomaha.edu/faculty/mohara/web/ReasonableExpectations08.pdf>
 - [B] **Critical Thinking**
<http://cba.unomaha.edu/faculty/mohara/web/CriticalThinking06a.pdf>
 - [C] **Memorization Techniques**
<http://cba.unomaha.edu/faculty/mohara/web/MemorizationTechniques06a.pdf>
 - [D] **USA Constitution**
http://cba.unomaha.edu/faculty/mohara/web/USA_Constitution.htm
3. *Recommended:* BarChart's four-page plastic copy of the *USA Constitution*.

ORAL QUIZZES:

Oral quizzes are worth a total of 200 course points. There will be oral quizzes during every class meeting, including on days with required exams. Every student shall have a minimum of five and a maximum of ten oral quizzes during the semester. Oral quizzes may be conducted early in the class meeting or late in the class meeting.

Each oral quiz will be graded as either 100% or as zero percent. A 100% is earned when a student demonstrates a merchant's good faith effort to memorize the quizzed material. A zero percent is earned with anything less. What equates with a merchant's good faith effort increases as the number of days since introduction of a memorization item increases. Accordingly, identical performances in week 2 and in week 5, respectively, could earn oral quiz scores of 100% and zero percent. Accordingly, a continuously well prepared student would reasonably expect to earn all 200 oral quiz points whereas a poorly prepared student would reasonably expect to earn zero oral quiz points.

During every class meeting between 4 and 12 students (i.e. between less than 10% and more than 40% of the class) will be individually called upon by the instructor and administered an oral quiz. Each oral quiz will have three questions. All oral quiz questions will require the student to demonstrate that student's memorization of items from the list of memorization items.

Any student at any time during the semester may elect to earn zero courses points for Oral Quizzes by opting out of all oral quizzes. To do so that student shall hand deliver to the instructor while in the classroom that student's written and signed election. That election must state: "*I elect to earn zero course points via Oral Quizzes.*". That signature must be in three forms: legibly printed first and last name, NU ID number, and script signature.

EXAMS:

There are four required exams and one optional exam. Each of Exams #1 through #4 is worth 200 course points and each is a required exam. The Comprehensive Final Exam is worth 400 course points and is an optional exam.

All exams are in the objective format (e.g., multiple choice questions). All exams are closed book and closed notes. All exams will seek to objectively measure your subjective knowledge.

The Comprehensive Final Exam is at the Regent's scheduled final exam time. For the 10:00 AM section that final exam time is Wednesday, May 5th from 10:00 AM until noon. Whereas, for the 11:30 AM section that final exam time is Friday, May 7th from 11:30 AM until 1:30 PM.

The Comprehensive Final Exam is an optional exam. To be eligible to take this optional exam the student **must** hand deliver to the instructor in the classroom a signed written election. The written election must state: *"I elect to take the final exam. I elect to replace my two lowest earned grades with my final exam grade. That replacement could reduce my course letter grade or could increase my course letter grade depending upon my performance on the Comprehensive Final Exam relative to my performance on the replaced graded events."* That signature must be in three forms: legibly printed first and last name, NU ID number, and script signature. That election must be hand delivered in the classroom during the first 15 minutes of the **April 28th** class meeting: **time is of the essence.**

CLASSROOM DECORUM:

All students shall turn off all announcement mechanisms on all communication devices of any kind (e.g., turn off your cell phone): except for those students with prior express authorization from the instructor (e.g., nuclear plant emergency response personnel).

No student shall use any electronic device of any kind during class (e.g., no laptops): except for those students with prior express authorization from the instructor (e.g., sit in front row).

In the Roskens Hall main auditorium (i.e., RH 010A) no student shall sit in the rear section of that room if there is any seat available in the forward two sections of that room.

During exams students shall spread out so that each student has an empty seat on both sides of that student. If crowding is required during exams, then crowded students shall sit at the front of the classroom.

Routine biological functions of adult humans are sufficiently predictable and controllable that it is very rude for an adult human to exit and return to a scheduled, large assembly. That said, some adult humans labor under medical challenges. Prior notice from the student to the professor is required if a student is going to claim a relevant medical challenge; and, in reply the professor will require that student to sit appropriately adjacent to an exit door so as to minimize disruptions. In short, go to the bathroom prior to class, not during the class. Based on over two decades of teaching the expected number of students who would need to use the restroom during class over the course of a semester is no more than one student.

No human is perfect. Less perfect is a group of humans. Accordingly, the first student to have a cell phone ring or to exit the room mid-class will be greeted by the professor with the sympathy that all adult humans extend to all other adult humans who manifeste a publicly visible failure to be perfect. However (since the reasonably expected failure rate is one per semester), each subsequent student whose communication device "rings" and each subsequent student who departs the classroom prior to the end of class shall **earn MINUS 10 COURSE POINTS** for each such announced in-coming call and each such departure.

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 questions by your professor, then your silence creates the binding on you reasonable expectation of both your professor and of 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 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.

Any revision 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.

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.

The following topics for questions must be asked during class meetings or office hours:

- [i] about any Syllabus provision(s);
- [ii] about any Syllabus revision(s);
- [iii] grades earned; or
- [iv] about course content.

Reasonable and/or material questions raised by an individual student(s) during office hours will be repeated by the professor to the assembled class near the beginning of the next class meeting. Communication about topics related to items [i] through [iv] must be face-to-face. Any question about [ii] that is global in nature (e.g., "Are there any Syllabus revisions?") solely will be answered in an equally global manner: a "Yes." or a "No."). Detailed questions about Syllabus revisions will be answered in detail. If you missed class (i.e., you 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.

In short, come to class.

In short, there will be zero technologically mediated communications (whether asynchronous or synchronous). 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.

It only is 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* **when** make-up work is feasible; or [2] to set up a private appointment. See, <http://cba.unomaha.edu/faculty/mohara/web/ToOfficeHours.htm>.

If a *Force Majeure* prevents both an in classroom announcement and performance by UNO (e.g., flu pandemic) 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.

MAKE UP WORK:

Except to the extent of federal preemption or other preemption, there is **NO MAKE UP WORK for oral quizzes, for Exams #1 through #4, or for extra credit opportunities.**

If a student's timely performance of the Comprehensive Final Exam is prevented by a *Force Majeure* (the existence of that *Force Majeure* 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 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** by an **impartial third party** in the format **specified by the professor.**

ACADEMIC HONESTY:

All students are bound to an obligation of academic honesty. Any form of academic dishonesty 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., Oral Quizze: daily or whole course) or the course.

| <u>Date</u> | <u>Chapters</u> | |
|---------------------------|---|--|
| Jan 11 | intro to class & chapter 1 | legal reasoning |
| Jan 13 | 2 & 3 | courts & procedure |
| <i>Jan 18</i> | <i>no class: Martin Luther King Day</i> | |
| Jan 20 | 4 | constitution |
| Sep 25 | 4 & 52 | constitution & international |
| Sep 27 | 6 & 7 | torts: intentional and negligence & strict liability |
| Feb 1 | 6 & 7 | torts: intentional and negligence & strict liability |
| Feb 3 | 9 | crime |
| Feb 8 | Exam #1: chapters 1 - 4, 6, 7, 9, and 52 | |
| Feb 10 | | |
| Feb 15 | 10 & 11 | contracts: terminology & agreement |
| Feb 17 | 12 | contracts: consideration |
| Feb 22 | 13 | contracts: capacity & legality |
| Feb 24 | 14 & 15 | contracts: genuineness & Statute of Frauds |
| Mar 1 | 16 | 3rd party |
| Mar 3 | 17 | contracts: performance & discharge |
| Mar 8 | 18 & 19 | contracts: breach & remedies & e-contracts |
| Mar 10 | Exam #2: especially chapters 10 - 19 | |
| <i>Mar 15</i> | <i>no class: Spring Break</i> | |
| <i>Mar 17</i> | <i>no class: Spring Break</i> | |
| Mar 22 | 20 | UCC: formation |
| Mar 24 | 21 | UCC: title & risk of loss & insurable interest |
| Mar 29 | 22 | UCC: performance |
| Mar 31 | 23 | UCC: warranties |
| Apr 5 | Exam #3: especially chapters 20 - 23 | |
| Apr 7 | 43 | administrative agencies |
| Apr 12 | 46 | antitrust (includes review of ECON 2200) |
| Apr 14 | 44 | consumer |
| Apr 19 | 50 | wills |
| Apr 21 | 49 | insurance |
| Apr 26 | Exam #4: especially chapters 43, 44, 46, 49, and 50 | |
| Apr 28 | elections for optional final exam and review of whole course | |
| 10:00 AM - noon | Wednesday | May 5 |
| 11:30 AM - 1:30 PM | Friday | May 7 |
| | | Comprehensive Final Exam |
| | | Comprehensive Final Exam |