Michael J. O'Hara, J.D., Ph.D.
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(402) 554 - 2823 (with voice mail)
fax (402) 554 - 2680 (group fax: not private)

Office Hours:
First, read this web page.
http://cba2.unomaha.edu/faculty/mohara/web/ToOfficeHours.htm
Second, in office hours prior to going to classroom
Third, by private appointment.

HOME PAGE: http://cba2.unomaha.edu/faculty/mohara/web/ohara.htm

Business Law Fundamentals
With an Honors Contract, any section of this course may be taken for Honors credit.
Fall 2016
LAWS 3930-001 #18870 Bus. Law Fund. MW 10:30am-11:20am MH 322
final = Monday, Dec 12th @ 9:30am
LAWS 3930-003 #18872 Bus. Law Fund. TTh 10:30am-11:45am MH 118
final = Thursday, Dec 15th @ 10:00am
LAWS 3930-004 #20137 Bus. Law Fund. M 6:00pm-8:40pm MH 119
final = Monday, Dec 12th @ 6:00pm

http://cba2.unomaha.edu/faculty/mohara/web/BLF-f16-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.: ENGL1160, SPCH 1110 or CMST 1110, ECON 2200, & MGMT 3200 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:
2. OPTIONAL: Textbook’s digital companion: MindTap. MindTap can be purchase either bundled with the textbook or separately via the www.cengage.com web.
3. OPTIONAL: Four page, plastic, USA Constitution by BarChart.

OFFICE HOURS versus email and voicemail:
Please visit and read this web page which is incorporated by reference.
http://cba2.unomaha.edu/faculty/mohara/web/ToOfficeHours.htm
Per Board of Regent’s Bylaws, a student by enrolling contractually commits to attend all classes. Accordingly, it is a breach of contract by the student to be absent from any class. Thus, it is the student’s duty, not the professor's duty, to seek to cure (if feasible) a student’s absence.

Your professor welcomes and encourages student visits during office hours. During office hours phone calls are welcome. In stark contrast, your professor ignores all student emails and ignores all voicemails seeking information about what was covered in class.

To discuss grades your professor only will do so in a face-to-face private meeting. Grades will not be discussed via email nor via phone; nor with other students present (e.g., in the classroom).

**GRADING OPTIONS:**

This Syllabus is your professor's default Syllabus. Unless you complete timely actions to replace this Syllabus it is this Syllabus that will control your earned course letter grade.

All Grading Options involve the course letter grade of an “A” is earned with total course points of 900; an “A-” is earned with 870; a “B+” with 830; a “B” with 800; et cetera. WARNING: some academic departments require their majors to earn grades above a passing grade in LAWS 3930 if the student is to remain enrolled in that a major.

One way to replace this default Syllabus, any enrollee unilaterally may demand initiation of negotiation between that student and the professor for them together to craft a replacement syllabus for this default Syllabus. A replacement syllabus is unique to that student and must be mutually agreeable to your professor and that student. Your professor suggests strongly that every student buy and read the book *Getting to YES!* by Ury and Fischer. Especially so if you wish to negotiate a replacement syllabus. Any replacement syllabus must be written, must be authored by the student, must be signed by the student before being offered to the professor, and must be signed by professor before becoming the alternative syllabus that replaces this default syllabus.

The student’s demand to initiate negotiation must be in a signed writing hand delivered to the professor. The deadline for the student’s demand to initiate negotiation of the student’s replacement syllabus is no later than 11:59:59AM (i.e., second prior to noon) on Thursday, September 1st: time is of the essence. The deadline for the student obtaining from Professor O'Hara his signing the student’s replacement syllabus is no later than 11:59:59AM (i.e., second prior to noon) on Thursday, September 8th: time is of the essence.

This default Syllabus offers five, very different Grading Options.

The default Grading Option of this default Syllabus is Grading Option U. Each student shall be graded using the default Grading Option U unless the student successfully elects a different Grading Option (i.e., M plus U, R plus U, F, or S). Each of the five alternative Grading Options is eligible to earn Extra Credit. See the Extra Credit section of this Syllabus.

student to elect a Grading Option other than the default Grading Option. Timely delivery (time is of the essence) is before 11:59:59 am on **Thursday, September 8th.**

**U = Unit Exams**

**Grading Option U is the default grading option.**

If the student makes no written signed election for a different Grading Option, then this Grading Option U is the Grading Option that shall apply to that student.

Grading Option U has 100% of the student's course letter grade earned via that student's completion of the three Unit Exams, weighted equally.

**Students graded via Grading Option U (as well as any other option that has in its name "plus U") includes the opportunity for the student to earn the privilege of replacing all grades earned via the three Unit Exams with the grade earned on the comprehensive essay final exam.** The student electing the U (i.e., default) Grading Option (as well as any other Grading Option that has "plus U" in its name) earns the privilege of electing to the take the comprehensive essay final exam by that student earning a course letter grade of "B" or better as of the end of grading of unit Exam #3 (e.g., noon on Friday, December 9th).

**See the Exams section of this Syllabus for more information about the three unit exams and the comprehensive essay final exam.**

If the student has earned the privilege of taking the final exam and makes that election, then that final exam score shall replace the already earned course letter grade. However, the electing student's course letter grade shall not be permitted to be reduced below a course letter grade of "C+" even though it may rise as high as an "A".

**M = MindTap plus U**

Replace the default Grading Option of U with the student's election to earn 25% of the course letter grade based upon MindTap and 75% of the course grade based upon the three unit exams, weighted equally. For Grading Option M plus U, 25% of the course grade that is earned via MindTap which is graded either as zero or as 100%. The 100% MindTap grade is earned with no less than 80.00% earned for EVERY assigned chapter. The zero percent MindTap grade is earned if a student's performance on ANY ONE MindTap CHAPTER is 79.99% or less: whereupon that student automatically loses 250 course points. For those students who are both punctual and diligent this hurdle is easy to clear. For those students for whom either punctuality or diligence ever is a problem, this hurdle is impossible to clear. Know thyself. Choose wisely.

**NOTE: Grading Option R plus U as well as Grading Option F as well as Grading Option S each requires prior written, signed agreement of the professor added to the student's written, signed election of Grading Option R plus U, F, or S. The professor shall automatically grant that agreement if the student attaches to the student's election a written, signed note by the student's UNO CBA Undergraduate Advisor that the student has completed 18 credit hours or more of UNO CBA courses and has a **UNO CBA GPA** (not a GPA, not a UNO GPA, but a UNO CBA GPA) of no less than 3.000. Other students seeking to make this election shall need to convince the professor (i.e., good faith professional judgement) that that student is capable of and likely to perform successfully at the "B" level in LAWS 3930 (e.g., 18 credit hours at AACSB school[s] at 3.0 or above) before the professor may grant that required professor agreement.**
R = Research Paper plus U
Replace the default Grading Option of U with the student's election to earn 50% of the course letter grade based upon a Research Paper and the other 50% based upon the three unit exams, weighted equally.
Prior to the deadline for making the R plus U election, the student must obtain the professor's prior, written, signed agreement regarding the student's research paper. That agreement must describe in detail the performance milestones required of the student as well as contain an abstract of between 80 and 100 words of the research paper. The student shall author this contract and offer it to the professor.

F = Final Exam Alone
To replace the default Grading Option of U, a student may elect to earn 100% of the course letter grade based solely on the single, comprehensive essay final exam.

S = Study Group
A voluntary Study Group of three (not two, not four) students may jointly elect to replace the default Grading Option of U of taking the true-false Unit Exams with the task of authoring a multiple choice exam to replace each of the three Unit Exams. The Study Group shall author three questions per chapter assigned for that unit exam. The Study Group questions shall include a full answer key that explains why each answer option is wrong or is correct. All Study Group multiple choice questions shall have a stem and four answer options (i.e., a., b., c., and d.).

The Study Group shall identify one question of their three from each chapter as of "A" difficulty, one of "B" difficulty, and one of "C" difficulty. Grading of the Study Group's exam shall be include appraisal of the Study Group's identification of appropriate difficulty. The prime author of each question shall be identified. The strong default shall be that all Study Group members receive the same grade for each of the multiple choice exams. Repeated deviations in quality from a prime author may generate different course letter grades between Study Group members.

The Study Group shall hand deliver to the professor a paper copy of their multiple choice unit exam no less than two full business days prior to the scheduled date of the Unit Exam for Grading Option U students. The entire Study Group shall meet face-to-face (e.g., no Skype) with professor to review and edit their multiple choice questions. This meeting with the professor must be prior to the Study Group presenting their multiple choice exam to their classmate as a study aid. That presentation to their classmates shall consume between 15 and 30 minutes of class time in the class meeting prior to the Unit Exam. That presentation shall include paper copies of the Study Group's multiple choice questions and full answer key for all enrollees in the Study Group's section.

GIVEN THE TIGHTNESS OF THESE DEADLINES ONLY A FOOLISH STUDY GROUP WILL NOT MAKE APPOINTMENTS WITH THE PROFESSOR AT THE BEGINNING OF THE SEMESTER FOR EVERY DEADLINE. WHEN A DEADLINE APPROACHES THE LACK OF A MUTUALLY AGREEABLE TIME FOR THE PROFESSOR AND ALL STUDY GROUP MEMBERS WILL NOT EXCUSE THE STUDY GROUP'S FAILURE TO MEET A DEADLINE OR A DELIVERY REQUIREMENT.
If, after a Study Group has formed, a Study Group member exits the course due to a Force Majeure, then the remaining Study Group members may elect to continue as a Study Group or dissolve the Study Group. If they elect to dissolve, then individually they shall fashion with the professor a replacement grading option unique to that student. If, however, after a Study Group has formed, a Study Group member exits the course NOT due to a Force Majeure, then all remaining Study Group members will be converted, as close as is feasible, to Grading Option U.

IMPORTANT NOTE: Traditionally, grades are reported as positive points earned (e.g., a 70% on Unit Exam #1 earns the student 233 of 333 course points). The traditional method of reporting grades will not be used. As an alternative to the traditional positive points earned, but with mathematical identity to the traditional method, grades will be reported as points lost (e.g., a 70% on Exam #1 earns the student a loss of 100 course points). That is, in the traditional grade reporting all students start with zero course points and need to earn at least 900 course points to earn a course letter grade of "A" whereas in the alternative grade reporting all students start with 1,000 course points and need to avoid losing more than 100 course points to earn a course letter grade of "A". Research indicates students more accurately perceive their ultimate earned grades and thus are more motivated when professors use the alternative grading of reporting points lost (i.e., negative points).

**Exams: Unit Exams #1, #2, and #3 as well as Comprehensive Final Exam:**

There are four exams: three unit exams and one comprehensive final. As noted above in Graded Options, depending upon which Grading Option a student elects, each of these four exams either is required or is optional. All exams are comprehensive to the date of that exam. All exams are based upon the textbook readings and lectures. If the textbook disagrees with the lectures, then the lectures provide the "correct" answer.

The three unit exams are Exam #1, Exam #2, and Exam #3. Each unit exam is an exam in the true-false format and each has 25 questions. The course point value of the three unit exams are identical and dependent on the elected Grading Option.

The Comprehensive Final Exam is an essay exam that shall be typed, unless the student has entered into a different prior, written, signed agreement with the professor at the time and in the document for making that student's election of Grading Option. Without prior written approval from your Professor, students only may take their Comprehensive Final Exam at their class section's Regent scheduled final exam time (see page 1 of this Syllabus).

Those students who have elected Grading Option U, M plus U, or R plus U and then has earned a course letter grade of "B" or better (i.e., 800 or more course points) by noon on Friday, December 9th (i.e., end of prep week) has earned the privilege to and may elect to take the final exam. That election is made by showing up no later than the first 15 minutes of the Regent scheduled final exam time for your class section (see page 1 of this Syllabus). A student who elects to take the optional Comprehensive Final Exam shall replace their existing earned course letter grade with the letter grade that student earns on the essay final exam. For example, a student who already has earned a course letter grade of "B" could replace that "B" with a higher (e.g., "A"), the same, or a lower course letter grade (but no lower than a "C+"). To manage that risk,
the lowest course letter grade an electing student can earn via the optional final exam is a "C+".

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<tr>
<th>EXTRA CREDIT:</th>
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| 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 occurrence of your electronic device (e.g., phone) announces (e.g., rings) during class as well as earn -10 course points if your electronic device (e.g., laptop) is "open" during class. Each occurrence of your phone being active during class and each occurrence of your electronic device is active during class you more than merely rebut the presumption that your mind was physically present in the room: you also irrebuttably prove your mind was absent as well as irrebuttably prove that you have materially disturbed the quality of attendance by others. Each student might earn positive extra credit. In addition to those opportunities listed below, across the semester extra credit opportunities might be created, sometimes with no advance notice (e.g., in class task). Any advance notice extra credit only will be announced on the classroom whiteboard.

| NOTE: from the perspective of course letter grades the purpose of positive extra credit 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 (i.e., class participation separate and distinct from classroom graded events). The first component of Class Participation is mere physical attendance (that is picked up via classroom graded events). The second component, the more important component, is cogent contributions. Class participation will be solicited by your professor and may be volunteered.

| The maximum NEGATIVE extra credit points an individual student may earn is -100. The maximum positive extra credit points an individual student may earn is +100. You net extra credit score sums your negative and your positive extra credit points. Plus 10 course points extra credit may be earned via completion of one unit of CABLAB research subject activity. [http://www.unomaha.edu/college-of-business-administration/commerce-and-applied-behavior-lab/index.php](http://www.unomaha.edu/college-of-business-administration/commerce-and-applied-behavior-lab/index.php)

| Plus 10 course points extra credit may be earned for each registered attendance at a separate KEES lecture on financial literacy, for a total of a maximum of 40 extra credit points. There are four separate KEES lectures: Budgeting; Managing Credit; Buying a Home; Retirement; and. [http://www.unomaha.edu/college-of-business-administration/student-involvement/financial-lit-kees.php](http://www.unomaha.edu/college-of-business-administration/student-involvement/financial-lit-kees.php)

| Plus 50 course points extra credit may be earned via MindTap (except by those electing Grading Option M plus U). To earn these MindTap extra credit points the student must earn 80% of all available MindTap points via any combination of MindTap chapters. |
MAKE UP WORK:

Except to the extent of federal preemption or other preemption, there is NO MAKE UP WORK available for extra credit opportunities; nor for graded events that are not scheduled by date in this Syllabus. Only scheduled (i.e., date specified in this Syllabus) graded events (i.e., Exams #1, #2, #3, and final) are eligible for Make Up Work.

If a student's timely performance of a graded course component is prevented via preemption or by a Force Majeure (the existence of that preemption or 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 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 preemption or 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 (e.g., funeral director). That signed written verification must include sufficient contact information that the professor can audit that proffered verification.

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., a mere extra credit opportunity) or for the entire course. Of course, in any due process you may appeal.


Language Required for all UNO CBA core courses; Required by the UNO CBA Undergraduate Program Council and the UNO CBA Faculty.

UNO’s requirements for Academic Integrity and Behavior

All students are required to adhere to the highest standards of academic integrity and behavior and must satisfy the UNO Academic Integrity Policy http://www.unomaha.edu/student-life/student-conduct-and-community-standards/policies/academic-integrity.php and Student Code of Conduct http://www.unomaha.edu/student-life/student-conduct-and-community-standards/policies/code-of-conduct.php. It is the student’s responsibility to read, understand and abide by these policies.
Weekly Schedule for
Mon & Wed @ 10:30AM & Tues & Thurs @ 10:30AM

<table>
<thead>
<tr>
<th>Week of Sunday</th>
<th>Chapters</th>
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<tbody>
<tr>
<td>Aug 21</td>
<td>chapters 1, 2, &amp; 3: legal reasoning &amp; courts &amp; procedure</td>
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<tr>
<td>Aug 28</td>
<td>1 &amp; 2 &amp; 3: legal reasoning &amp; courts &amp; procedure</td>
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<tr>
<td></td>
<td>4 &amp; 24: constitution &amp; international</td>
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<td>Sep 4</td>
<td>(Monday Sep 5, national holiday Labor Day there are no UNO classes)</td>
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<tr>
<td></td>
<td>4 &amp; 24: constitution &amp; international</td>
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<td>Sep 11</td>
<td>6 &amp; 7: torts (i.e., intentional &amp; negligence &amp; strict liability)</td>
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<td>Sep 18</td>
<td>9 &amp; 10: crime and internet &amp; privacy</td>
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<td></td>
<td><strong>EXAM #1 (Wednesday &amp; Thursday)</strong></td>
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<tr>
<td>Sep 25</td>
<td>11 &amp; 12: contracts (i.e., terminology and agreement)</td>
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<tr>
<td>Oct 2</td>
<td>13 &amp; 14: contracts (i.e., consideration and capacity)</td>
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<tr>
<td>Oct 9</td>
<td>15 &amp; 16: contracts (i.e., legality &amp; genuineness &amp; Statute of Frauds)</td>
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<td>Oct 16</td>
<td><strong>Fall Break: no UNO classes Monday 17th and Tuesday 18th</strong></td>
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<td></td>
<td>17 &amp; 18: contracts (i.e., 3rd party &amp; performance &amp; discharge)</td>
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<tr>
<td>Oct 23</td>
<td>chapter 19: contracts (i.e., breach &amp; remedies)</td>
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<tr>
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<td><strong>EXAM #2 (Wednesday and Thursday)</strong></td>
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<tr>
<td>Oct 30</td>
<td>20 &amp; 21: UCC2 (i.e., formation &amp; title &amp; risk of loss &amp; insurable interest)</td>
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<td>Nov 6</td>
<td>22 &amp; 23 UCC2: performance &amp; warranties</td>
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<td>Nov 13</td>
<td>46: antitrust &amp; review of ECON 2200</td>
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<tr>
<td>Nov 20</td>
<td>review course to date</td>
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<td></td>
<td><strong>Thanksgiving Break: no UNO classes Wed. 23rd &amp; Thurs. 24th</strong></td>
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<tr>
<td>Nov 27</td>
<td>43 &amp; 44 administrative agencies &amp; consumer law</td>
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<tr>
<td>Dec 4</td>
<td>50 &amp; 51: insurance &amp; wills</td>
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<tr>
<td></td>
<td><strong>EXAM #3 (Wednesday and Thursday)</strong></td>
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<tr>
<td>Dec 11</td>
<td><strong>Optional Comprehensive Final Exam:</strong> see page 1 for dates</td>
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<tr>
<td></td>
<td><a href="http://www.unomaha.edu/registrar/students/after-enrollment/final-exam.php#f16">http://www.unomaha.edu/registrar/students/after-enrollment/final-exam.php#f16</a></td>
</tr>
</tbody>
</table>
Weekly Schedule for Mon @ 6:00PM

**Week of Sunday** | **Chapters**
---|---
Aug 21 | chapters 1, 2, & 3: legal reasoning & courts & procedure
Aug 28 | 1 & 2 & 3: legal reasoning & courts & procedure  
| 4 & 24: constitution & international
Sep 4 | *Mon. Sep 5, Labor Day, there are no UNO classes*
Sep 11 | 6 & 7: torts (i.e., intentional & negligence & strict liability)
**Sep 18** | 9 & 10: crime and internet & privacy  
| **EXAM #1 (at end of class)**
Sep 25 | 11 & 12: contracts (i.e., terminology and agreement)
Oct 2 | 13 & 14: contracts (i.e., consideration and capacity)
Oct 9 | 15 & 16: contracts  
| (i.e., legality & genuineness & Statute of Frauds)
Oct 16 | *Fall Break: no UNO classes Mon. 17th & Tues. 18th*
Oct 23 | 17 & 18: contracts (i.e., 3rd party & performance & discharge)
Oct 30 | chapter 19: contracts (i.e., breach & remedies)  
| **EXAM #2 (at end of class)**
Nov 6 | 20 & 21: UCC2  
| (i.e., formation & title & risk of loss & insurable interest)
Nov 13 | 22 & 23 UCC2: performance & warranties
Nov 20 | 46: antitrust & review of ECON 2200  
| *Thanksgiving Break: no UNO classes Wed. 23rd & Thurs. 24th*
Nov 27 | 43 & 44: administrative agencies & consumer law
**Dec 4** | 50 & 51: insurance & wills  
| **EXAM #3 (at end of class)**
**Dec 11** | **Optional Comprehensive Final Exam:** see page 1 for dates  
| [http://www.unomaha.edu/registrar/students/after-enrollment/final-exam.php#f16](http://www.unomaha.edu/registrar/students/after-enrollment/final-exam.php#f16)