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fax (402) 554 - 2680 (group fax: not private)  
Office Hours:  
First, read this web page.  
Second, in office hour prior to going to classroom  
Third, by private appointment.  
HOME PAGE:  http://cba2.unomaha.edu/faculty/mohara/web/ToOfficeHours.htm

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

Spring 2015  
LAWS 3930-001  #20045  Tuesday & Thursday  10:30 AM - 11:45 AM MH 321  
LAWS 3930-002  #20046  Wednesday  6:00 PM - 8:40 PM MH 119  
LAWS 3930-004  #21324  Monday  6:00 PM - 8:40 PM MH 121  

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:  
3. Memorization Items  
4. Recommended: BarChart’s plastic covered 4 page USA Constitution.

EMAIL and VOICEMAIL:  
Please do report via email all technical problems with MindTap.  
Also, please visit and read this web page.  
http://cba2.unomaha.edu/faculty/mohara/web/ToOfficeHours.htm  
Students contractually commit to attend all classes. It is a breach of contract by the student to be absent from class. Accordingly, it is the student’s duty, not the professor’s duty, to seek to cure a student’s absence. Accordingly, your professor welcomes and encourages student visits during office hours. In stark contrast, your professor will ignore all student emails and voicemails seeking information about what was covered in class.
GRADED EVENTS:

**In upper level undergraduate BSBA core classes,** your professor's default syllabus does **not use** the course letter grades of "C", "C-", "D+", "D", or "D-". A 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; a “B-” with 770; a “C+” with 730 course points; and a course letter grade of “F” is earned with 729 or fewer total course points.

**Any non-BSBA student (e.g., Econ) unilaterally may demand (in a signed writing specified by your professor) prior to the Midterm Exam to be eligible to earn course letter grades of "C" and "D".**

Any student, BSBA or not, may demand initiation of negotiation between that student and the professor for them to craft a replacement syllabus that is unique to that student and mutually agreeable to your professor and that student. Your professor suggests strongly that you buy and read the book *Getting to YES!* by Ury and Fischer if you wish to negotiate a replacement syllabus. Any replacement syllabus must be authored by the student and signed by the student before being offered to the professor for the professor's signature and that alternative syllabus becoming the replacement syllabus.

The student must make that demand in a signed writing hand delivered to your professor no later than the end of class during the week of January 19th. The negotiations must be completed and the student signed replacement syllabus hand delivered to your professor no later than the end of class during the week of January 26th.

**POINTS GRADED EVENT**

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<tr>
<th>POINTS</th>
<th>GRADED EVENT</th>
<th>VARIATIONS</th>
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<tbody>
<tr>
<td>400</td>
<td>MindTap graded events via BlackBoard</td>
<td>from zero to all oral plus written quizzes to-date</td>
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<tr>
<td>300</td>
<td>Oral Quizzes (based on Memorization Items)</td>
<td>Midterm Exam</td>
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<td>300</td>
<td>Written Quizzes</td>
<td>Comprehensive Final Exam</td>
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<td><strong>1,000</strong></td>
<td><strong>TOTAL POINTS</strong></td>
<td><strong>varies:</strong> from zero to 600 course points</td>
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<td><strong>varies:</strong> from negative 100 to positive 100</td>
<td><strong>Extra Credit</strong></td>
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**MindTap graded events via BlackBoard:**

In addition to the 13th edition of the Cengage textbook *Business Law* by Clarkson et al., students must purchase access to the accompanying Cengage web product MindTap.

MindTap will test over that week's assigned readings. Starting with the week of Feb. 2nd, the weekly due date for completion of the MindTap testing will be 5:45 PM Monday. For chapters 1 - 4 & 24 all shall have the same due date of 5:45 PM Monday, February 2nd.

MindTap has its own point system. Roughly, MindTap provides the student in excess of 950 MindTap points. Those MindTap points will be converted into course points as follows:

- 750 or more MindTap points earns 100% of the 400 course points (i.e., 400);
- 650 or more MindTap points earns 90% of the 400 course points (i.e., 360);
550 or more MindTap points earns 80% of the 400 course points (i.e., 320); 549 or fewer MindTap points earns 40% of the 400 course points (i.e., 160). Because of the conversion scale is tilted so strongly in favor of the student, any and all technical problems associated with MindTap are mere harmless error. But, please do report to your professor by email any technical problems you might encounter with MindTap so that Cengage can address those technical problems.

Oral Quizzes:

Every class meeting (except the first) will include a fraction (e.g., between 8 and 16 students) of the class being called upon individually to answer one oral quiz question (e.g., What is preemption?). All Oral Quiz questions will be of Memorization Items; oral quizzes will be comprehensive.

Answers will be graded on the truncated scale of

"A" earns 100%;
"C" earns 75%;
"F" of 50%; and
"F" of zero percent.

Because oral quiz questions are limited to Memorization Items, answers must be both swift and fully correct to earn an "A". Slow and totally correct answers earn a "C". Slower and/or materially erroneous answers earn an "F" of 50%. An absent student earns an "F" of zero percent.

Oral quiz questions only will ask about items from the Memorization Items. Which Memorization Items are fair game for the next class meeting will be written on the classroom whiteboard.

Oral quizzes will be completed very early in the class. A student who is absent when called upon, and then arrives late, earns an "F" of zero percent. For night classes, oral quizzes are done twice: once at the beginning of the night class and once after the break.

Written Quizzes:

Every class meeting (except the first) will include all students completing at least one written quiz. Written quizzes will come in many forms: solo or group; short essay or true/false; IF-AT. Written quizzes will test comprehensively but with a bias towards the assigned readings for that class meeting. Some written quizzes will be short and will be completed in the first 30 seconds of that class meeting.

Written quizzes will be graded on the truncated scale of:

"A" earns 100%;
"B" earns 85%;
"C" earns 70;
"F" of 50% for students that are present; and
"F" of zero percent for students that are absent.
Exams: Midterm and Final:

Exams are optional.

A student must earn the right to take an exam. To earn the right to take an exam the student must have earned at least 70% on the quizzes as of the date of the exam. Course points earned via MindTap do not alter exam eligibility.

Exams are optional because by doing well on the MindTap graded events, the Oral Quizzes, and the Written Quizzes a student may earn an "A" in this course without taking any exam.

The design of the Midterm Exam and of the Comprehensive Final Exam is similar, but the consequences are materially different. Both exams are comprehensive to-date; both are solo tests; both are based upon the Memorization Items, textbook readings, and lectures; both are in the format of true/false/explain; and both require a blue book and an ink pen. Read carefully these syllabus instructions.

The Midterm Exam is administered during the semester's 8th week, the week of March 2nd. The Midterm Exam time is by appointment. To schedule your Midterm Exam appointment you will need to meet face-to-face with your professor. All Final Exams are at the Regent scheduled exam time.

A student who takes an exam can not lower that student's already earned grade. A student who takes an exam often will not change that student's already earned grade, but is given the opportunity to demonstrate that student's abilities have increased enough to earn a higher grade than the already earned grade. Since grades already have been earned via quizzes, exams are not as easy as quizzes.

Exams do not alter MindTap scores. A student who earns an exam grade of 73% or more will replace all then existing quiz (both oral and written) scores of less than 73% with that exam's higher score. Students who earn an exam score of less than 73% do not change any of their existing quiz scores. Quiz scores higher than the student's exam score are not replaced by the exam score.

For example, consider a student at the time of the Midterm Exam who has ten quiz (oral and written) scores (ranked high to low) of 100, 100, 85, 85, 75, 75, 70, 70, 50, and 50; that is, to-date has a quiz percentage score of 76%. Since this student's to-date quiz percentage of 76% is greater than 70%, this student is eligible to take the optional Midterm Exam. FIRST, assume that student does not take the exam; that student's percent score is 76% and corresponding course letter grade would be a "C+". SECOND, assume that same student takes the exam and scores a 70%; then that student's course percent score stays 76% (i.e., no quiz scores are replaced because the exam threshold of 73% was not earned) and thus the corresponding course letter grade stays "C+". THIRD, assume that same student takes the exam and earns a score of 80%; now that student replaces all quiz scores below the 80 with an 80, whereupon that student's quiz percent becomes 85% and the letter grade becomes "B+".

Exams require the student to bring a blue book (with at least ten pages) and an ink pen.

Each exam will have ten true versus false statements. Each of the ten questions is worth ten points, two points earned via a correct classification as true versus false and eight points earned via the explanation of why. While less likely, it is feasible for all eight explanation points to be earned even with an incorrect true versus false
classification. The explanations will be graded on the truncated scale of "A" earns eight points; "B" earns seven points; "C" earns six points; and "F" earns two points. Assuming a correct true versus false classification coupled with an explanation of that letter grade, individual exam questions will be scored "A" = 10; "B" = 9; "C" = 8; and "F" = 4.

The Midterm Exam is capable of replacing quiz scores earned prior to the Midterm Exam. The Comprehensive Final Exam is capable of replacing all quiz scores whether earned before or after the Midterm Exam; even if the quiz score was replaced by the Midterm Exam score.

For example, again consider the student discussed above with ten pre-Midterm quiz scores (oral and written) of 100, 100, 85, 85, 75, 75, 70, 70, 50, and 50; but after Midterm replacement of quiz scores the student’s scores are 100, 100, 85, 85, 80, 80, 80, 80, and 80. Now include another ten quiz scores following the Midterm Exam of 100, 75, 75, 75, 50, 50, 50, 0, 0, and 0. This student pre-Final has a quiz percentage of 71.3% and is eligible to take the optional Comprehensive Final Exam and thus change the corresponding course letter grade from an "F".

FOURTH, assume that student earns a Comprehensive Final Exam score of 79%, since that 79% exam score is greater than the threshold requirement of 73%, the Final exam score is eligible to replace lower quiz scores. But, that Final Exam score of 79% is not high enough to actually replace any pre-Midterm Exam quiz score since the Midterm Exam score of 80% replaced those 75s, 70s, 50s, and zeros with 80s; but, the post-Midterm Exam quizzes below 79% are replaced. As a result of FOURTH, the student's pre-Final percent of 71.3% and corresponding letter grade of "F", but with Final Exam replacement the student's post-Final quiz percent becomes 83.0% and the corresponding letter grade of "B+".

FIFTH, assume the student earns a Comprehensive Final Exam score of 90%, now all of the pre-Midterm 80s are replaced with 90s, and all but one of the post-Midterm quizzes become 90s, thus the student's earned percent is 91.5% and the letter grade is "A".

EXTRA CREDIT:

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 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 time your phone is active during class and each time 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 it was absent and that you have materially disturbed the quality of attendance by others.

Each student might earn positive extra credit. Across the semester extra credit opportunities will 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 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 oral quizzes and from written quizzes). The first component of Class Participation is mere physical attendance (that is picked up via quizzes). The second 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.

**MAKE UP WORK:**

Except to the extent of federal preemption or other preemption, there is **NO MAKE UP WORK available for extra credit opportunities**; **NO MAKE UP WORK is available for quizzes**; **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., optional exams) are eligible for Make Up Work.

If a student's timely performance of a graded course component is prevented 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 *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.** See, [http://www.unomaha.edu/aandsaffairs/tabs/student/aiundergrad.php](http://www.unomaha.edu/aandsaffairs/tabs/student/aiundergrad.php)
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<td><strong>MH 121</strong></td>
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