Michael J. O'Hara, J.D., Ph.D.  Office Hours:
Mammel Hall 228
UNO Omaha NE 68182
(402) 554 - 2823 (with voice mail)
fax (402) 554 - 2680 (group fax: not private)

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.

Spring 2016
LAWS 3930-001  #19845  Bus. Law Fund.  TTh 10:30am-11:45am  MH 118
final = Thursday, May 5  @  10:00am
LAWS 3930-002  #19846  Bus. Law Fund.  W 6:00pm-8:40pm  MH 121
final = Wednesday, May 4  @  6:00pm
LAWS 3930-004  #20465  Bus. Law Fund.  MW 10:30am-11:20am  MH 216
final = Monday, May 2  @  9:30am

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:

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
A student by enrolling contractually commits to attend all classes.  Accordingly, it
is a breach of contract by the student to be absent from 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 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 or via phone; nor with other students
present (e.g., in the classroom).
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**.

However, any non-BSBA student (e.g., Econ) unilaterally may demand *(in a signed writing specified by your professor)* prior to Exam #1 to be eligible to earn course letter grades of “C” and “D”.

Any student, BSBA or not, unilaterally may demand initiation of negotiation between that student and the professor for them together 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 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 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, January 21: time is of the essence. The deadline for Professor O’Hara signing the student’s replacement syllabus is no later than 11:59:59AM (i.e., second prior to noon) on Thursday, February 4: time is of the essence.

<table>
<thead>
<tr>
<th>POINTS</th>
<th>GRADED EVENT</th>
<th>VARIABILITY</th>
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</thead>
<tbody>
<tr>
<td>100</td>
<td>classroom graded events</td>
<td>varies: from 730 to 1,000 course points</td>
</tr>
<tr>
<td>300</td>
<td>Exam #1</td>
<td>Optional Comprehensive Final Exam</td>
</tr>
<tr>
<td>300</td>
<td>Exam #2</td>
<td>Extra Credit</td>
</tr>
<tr>
<td>300</td>
<td>Exam #3</td>
<td>varies: from <strong>negative 100</strong> to positive 100</td>
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<tr>
<td><strong>1,000</strong></td>
<td>TOTAL POINTS</td>
<td><strong>1,000 course points</strong></td>
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**IMPORTANT NOTE:** in the MW and in the W sections grades will be reported differently than in the TR section. **Traditionally**, grades are reported as **positive points earned** (e.g., a 70% on Exam #1 earns the student 210 of 300 course points). The traditional method of reporting grades will be use in the TR section. As an alternative to the traditional positive points earned, but with mathematical identity to the traditional method, in the MW and in the W sections grades will be reported as **points lost** (e.g., a 70% on Exam #1 earns the student a loss of 90 course points). That is, in the traditional TR section all students **start with zero course points** and need to earn at least 730 course points to pass the class whereas in the alternative MW and W sections all students **start with 1,000 course points** and need to avoid losing more than 270 course points to pass the class. Post-exam surveys will be administered to the MW and to the TR sections but not to the W section.
Classroom Graded Events:

Classroom graded events:
[1] do not have dates announced in this syllabus;
[2] may involve solo work (e.g., oral quiz) or may involve group work;
[3] in total are worth 100 course points;
[4] individually each will be worth either 10 or 20 course points;
[5] individually each will be graded on the truncated scale of zero points (i.e., physically absent), one point (i.e., physically present but actual knowledge absent), ten points (i.e., physically present and actual knowledge present); and
[6] except for preemption and/or a major Force Majeure (e.g., hospitalization) do not have make up work opportunities.

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

There are four exams, the first three are required and the fourth 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.

Exam #1, Exam #2, and Exam #3 each is true-false exam, each has 30 questions, and each exam is worth 300 of the 1,000 course points.

The Comprehensive Final Exam is optional. The final exam is an essay exam. Any student with a course grade of "B" or better (i.e., 800 or more course points) by noon on Friday, April 29th (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 one of this Syllabus). A student who elects to take the optional Comprehensive Final Exam shall replace their existing 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 (e.g., "C+"). To manage that risk, the lowest course letter grade an electing student can earn via the optional final exam is a "C+".

The comprehensive final exam is an essay exam. The final exam requires the student to bring a blue book and an ink pen. See page 1 for your class section’s final exam time.
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 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 and 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 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 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**.

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 of extra credit may be earned for each registered attendance at a KEES lecture on financial literacy, for a total of a maximum of 60 extra credit points. [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)

<table>
<thead>
<tr>
<th>Topic</th>
<th>Date/Time</th>
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<tbody>
<tr>
<td>Budgeting</td>
<td>Monday, January 25th</td>
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<tr>
<td>Buying a Home</td>
<td>Thursday, February 11th</td>
</tr>
<tr>
<td>Saving &amp; Investing</td>
<td>Thursday, February 25th</td>
</tr>
<tr>
<td>Insurance</td>
<td>Monday, March 7th</td>
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<tr>
<td>Retirement</td>
<td>Tuesday, March 29th</td>
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<tr>
<td>Managing Credit</td>
<td>Tuesday, April 12th</td>
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### 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 (e.g.,
classroom graded events). 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.

<table>
<thead>
<tr>
<th>Week of Sunday</th>
<th>Chapters</th>
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<tbody>
<tr>
<td>Jan 10</td>
<td>chapters 1, 2, &amp; 3: legal reasoning &amp; courts &amp; procedure</td>
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<tr>
<td>Jan 17</td>
<td>(Monday Jan 18, national holiday MLK Day there are no UNO classes) 1 &amp; 2 &amp; 3: legal reasoning &amp; courts &amp; procedure</td>
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<td>Jan 24</td>
<td>4 &amp; 24: constitution &amp; international</td>
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<tr>
<td>Jan 31</td>
<td>6 &amp; 7: torts (i.e., intentional &amp; negligence &amp; strict liability)</td>
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<td>Feb 7</td>
<td>9 &amp; 10: crime and internet &amp; privacy <strong>EXAM #1 (Wednesday &amp; Thursday)</strong></td>
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<td>Feb 14</td>
<td>11 &amp; 12: contracts (i.e., terminology and agreement)</td>
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<tr>
<td>Feb 21</td>
<td>13 &amp; 14: contracts (i.e., consideration and capacity)</td>
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<tr>
<td>Feb 28</td>
<td>15 &amp; 16: contracts (i.e., legality &amp; genuineness &amp; Statute of Frauds)</td>
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<tr>
<td>March 6</td>
<td>17 &amp; 18: contracts (i.e., 3rd party &amp; performance &amp; discharge)</td>
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<tr>
<td>March 13</td>
<td>chapter 19: contracts (i.e., breach &amp; remedies) <strong>EXAM #2 (Wednesday &amp; Thursday)</strong></td>
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<tr>
<td>March 20</td>
<td>Spring Break: no UNO classes</td>
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<tr>
<td>March 27</td>
<td>20 &amp; 21: UCC2 (i.e., formation &amp; title &amp; risk of loss &amp; insurable interest)</td>
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<tr>
<td>April 3</td>
<td>22 &amp; 23 UCC2: performance &amp; warranties</td>
</tr>
<tr>
<td>April 10</td>
<td>46: antitrust &amp; review of ECON 2200</td>
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<tr>
<td>April 17</td>
<td>43 &amp; 44 administrative agencies &amp; consumer law</td>
</tr>
<tr>
<td>April 24</td>
<td>50 &amp; 51: insurance &amp; wills <strong>EXAM #3 (Wednesday &amp; Thursday)</strong></td>
</tr>
<tr>
<td>May 1</td>
<td><strong>Optional Comprehensive Final Exam</strong>: see page 1 for dates <a href="http://www.unomaha.edu/registrar/students/after-enrollment/final-exam.php#sp16f">http://www.unomaha.edu/registrar/students/after-enrollment/final-exam.php#sp16f</a></td>
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