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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.

Spring 2018

LAWS 3930-001  #18973  TTh  10:30am - 11:45am  O'Hara  MH 220
final exam Thursday, May 3rd at 10:00am

LAWS 3930-002  #18974  W  6:00pm - 8:40pm  O'Hara  MH 120
final exam Wednesday, May 2nd at 5:30pm

LAWS 3930-003  #18975  T  6:00pm - 8:40pm  O'Hara  MH 303C
final exam Tuesday, May 1st at 7:30pm


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:

   Digital access is not required; but, some student find it useful.
2. 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 (also, see NEGATIVE extra credit below).

**To discuss grades your professor only will do so in a private face-to-face private meeting** (e.g., during office hours). Grades will not be discussed via email nor via phone; nor with other students present (e.g., in the classroom). **Any student who earns a percentage grade less than 70% on Exam #1 or on Exam #2 must, within 10 calendar days of posting of that grade, meet face-to-face with your professor to discuss your performance, its causes, and remedial action.** Failure to so meet forfeits the right to sit for the next exam (read: guarantees a course letter grade of "F" for the entire course).

After Friday, April 27th, any student desiring to discuss course grades shall come to one of the three class section's exam room arriving during the first 15 minutes of that section's Regent scheduled final exam time.

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**GRADING OPTIONS:**

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

Grading in this class follows the standard UNO course letter grading scale of "A" is outstanding; "B" is proficient; "C" is satisfactory; "D" is below standard; and "F" is failing.

In this course a course letter grade of “B+” is earned with 830 of the 1,000 course points; a “B” with 800; a "B-" with a 770; *et cetera.* **WARNING:** some academic departments require their majors to earn grades above a "C" in LAWS 3930 if the student is to remain enrolled in that a major.

The highest course letter grade that can be earned solely with the three unit exams and classroom tasks is a "B+". That is, for example, 900 course points do not earn a course letter grade of "A"; instead only earns a course letter grade of "B+". To earn a course letter grade of "A" the student must either:

[A] earn at least 800 course points by the grading of Exam #3 and then earn an "A" on the optional comprehensive final exam; or

[B] both earn at least 830 course points by the grading of Exam #3 and complete either of the "'A' contracts". **Separate from this Syllabus will be distributed the requirements for "'A' contracts".**

Students seeking to enter an "'A' contract" must meet with your professor during office hours, author the contract, and both sign and obtain the professor's signature on the "'A' contract". Recall, this is your professor's default syllabus. If you do not like it, then negotiate changes.

An additional method to replace this default Syllabus is 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 thrice (typed name, NU ID, and script signature) before being offered by hand delivery to the professor, and **must** be signed by professor's script signature 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 Friday, January 19th: 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 Friday, January 26th: time is of the essence.

**Exams:**

There are four exams: three unit exams and one optional comprehensive final. All exams are comprehensive to the date of that exam. All exams are based upon the textbook readings, lectures, and classroom tasks. 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 in the true-false format and each has 50 questions. Each unit exam is worth 300 of the 1,000 course points. Critical to your success on each unit exam is the document Memorization Items; which is hereby incorporated by reference. A PDF copy of the document Memorization Items will be loaded onto the CBA LAN's mmTEMP drive and a URL will be announced in class.

Unlike the unit exams, the Comprehensive Final Exam is an essay exam. Students shall type their answers to the final exam. Students shall take their Comprehensive Final Exam at their class section’s Regent scheduled final exam time (see page 1 of this Syllabus).

The final exam is optional. A student **must earn the privilege to elect** to take the final exam. To earn that privilege to elect to take the optional final exam the student must have earned a course letter grade of "B" or better (i.e., 800 or more course points) by noon on Friday, April 27th (i.e., end of prep week). That election is made by arriving **no later than the first 15 minutes** of the Regent scheduled final exam time for your class section and requesting a copy of the final exam. A student who elects to take the optional Comprehensive Final Exam shall replace that student’s existing earned course letter grade with the letter grade that student earns on the essay final exam. The final exam shall be graded pass/fail. The pass level is the "A" level. Less than pass on the final exam earns a course letter grade of "C+" (e.g., final might replace an earned course letter grade of "B+" with a "C+").
**Tasks:**

Prior to a class meeting the student must have completed assigned readings (see last page of this Syllabus) as well as completed all assigned Memorization Items (see mmTEMP drive). Often the professor will demonstrate how to engage in legal analysis using one or more end of chapter questions (wise students will bring their textbooks to class). Without being announced ahead of time, on at least 10 occasions there will be an in class task; each worth 10 course points; in aggregate worth 100 of the 1,000 course points. Often such tasks will be graded pass = 10; fail = 1; absent = 0.

**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 body 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.

A second way a student can earn **negative ten extra credit points** is unprofessional conduct. As but one example of unprofessional conduct is the student emailing or voice mailing the professor asking question the answer to which is unambiguously provided by this Syllabus (e.g., ask date of exam).

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 pop quiz). 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) above and beyond other extra credit. 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 as well as may be volunteered.

The maximum net **negative extra credit points an individual student may earn is -100.** The maximum net positive extra credit points an individual student may earn is +100.

Plus 10 course points of extra credit may be earned for each registered attendance at a separate KEES lecture on financial literacy, for a total of a maximum of 50 extra...
MANDATORY EXTRA CREDIT EFFORT: As part of the assessment of the BSBA degree program all students must sign up for a team discussion of a business tort question. Those students who do sign up and participate will earn POSITIVE 10 extra credit course points and any student who either fails to sign up or fails to participate will earn NEGATIVE 15 extra credit course points.

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 (e.g., Final Exam) 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 READINGS and EXAMS

Tues & Thurs @ 10:30am & Tues @ 6:00pm & Wed @ 6:00pm

Week of Sunday Chapters

Jan 7 chapters 1, 2, & 3: legal reasoning & courts & procedure

Jan 14 (Monday Jan 15, national holiday MLK Day there are no UNO classes)
1 & 2 & 3: legal reasoning & courts & procedure
4 & 24: constitution & international

Jan 21 4 & 24: constitution & international

Jan 28 6 & 7: torts (i.e., intentional & negligence & strict liability)

Feb 4 9 & 10: crime and internet & privacy

Feb 11 review
Exam #1

Feb 18 11 & 12: contracts (i.e., terminology and agreement)

Feb 25 13 & 14: contracts (i.e., consideration and capacity)

March 4 15 & 16: contracts (i.e., legality & genuineness & Statute of Frauds)

March 11 17 & 18: contracts (i.e., 3rd party & performance & discharge)

March 18 UNO Spring Break no classes

March 25 chapter 19: contracts (i.e., breach & remedies)

April 1 comprehensive Exam #2
20 & 21: UCC2 (i.e., formation & title & risk of loss & insurable interest)

April 8 22 & 23 UCC2: performance & warranties

April 15 43 & 44 & 46 admin. agencies & consumer law & antitrust

April 22 50 & 51: insurance & wills
comprehensive Exam #3

April 29 Optional Comprehensive Final Exam: see page 1 for dates
http://www.unomaha.edu/registrar/students/after-enrollment/final-exam.php
<table>
<thead>
<tr>
<th>Week of Sunday</th>
<th>Chapters</th>
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<tbody>
<tr>
<td>Jan 7</td>
<td>1 through 78 (NOTE: every day always is comprehensive)</td>
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<tr>
<td>Jan 14</td>
<td>(Monday Jan 15, national holiday MLK Day there are no UNO classes) 79 through 151</td>
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<td>Jan 21</td>
<td>1 through 151</td>
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<td>Jan 28</td>
<td>152 through 208</td>
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<td>Feb 4</td>
<td>152 through 208</td>
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<td><strong>Feb 11</strong></td>
<td>review 1 through 208 <strong>Exam #1</strong></td>
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<tr>
<td>Feb 18</td>
<td>209 through 261</td>
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<td>Feb 25</td>
<td>262 through 280</td>
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<td>March 4</td>
<td>281 through 326</td>
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<tr>
<td>March 11</td>
<td>327 through 338</td>
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<tr>
<td><strong>March 18</strong></td>
<td>UNO Spring Break no classes</td>
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<tr>
<td>March 25</td>
<td>339 through 361</td>
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<td>April 1</td>
<td>comprehensive <strong>Exam #2</strong> 362 through 401</td>
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<td>April 8</td>
<td>402 through 447</td>
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<td>April 15</td>
<td>448 through 491</td>
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<td><strong>April 22</strong></td>
<td>491 through 529 comprehensive <strong>Exam #3</strong></td>
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