

Engagement in ASP in Trying Times Leveraging Zoom w/ Solid Programming

Please download Handout 1 from Session Website



Academic Success Program at ASU
Prof. Charles Calleros, ASP Director





ASP in the Fall Semester

- Materials on study skills, exam techniques, well-being, and library staff support, available to all 1Ls on a Canvas site
- Tutoring by upper-division students *offered* to:
 - 1Ls referred to us after summer programs, by Admissions, or by prof who notices 1L struggling
 - 2Ls and 3Ls with lowest GPAs
- Working with student tutor is required for any upper-division student on academic probation based on GPA



Biggest ASP Intervention : 3-Unit Legal Analysis Course in Spring

Required for Bottom 10% class after fall final exams.

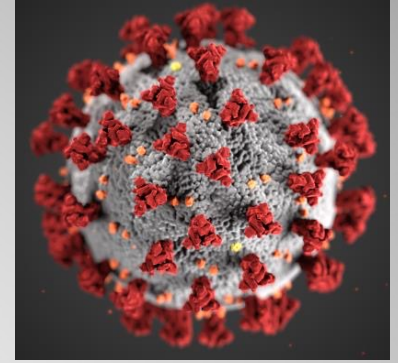
They make room by dropping a spring course, taking it as 2L.

Taught by ASP Dir. w/ 1 TA for every 3 students

Course content: Fundamentals: study/exam skills, legal problem-solving; maintaining one's machine

Pandemic Hits: March 2020

Courses go 100% remote



Crash Zoom courses over spring break

Zoom – Terrific tech for transition from in-person course

Distraction for all law students: How administer/monitor remote exams; Pass/fail grades?

Problem-solving: class practiced w/ Exam-soft to get full essay question and answer template side-by-side on screen.

Challenge: engage remote students who tend to tune out



2020 – 2021: Remote/hybrid all year

1-on-1 Zoom Meetings are Important Element:

Hourly paid student tutors meet 1-on-1 each week

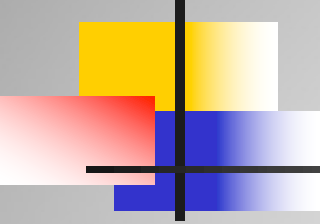
Spring ASP Legal Analysis course:

Director meets each student 1-on-1 in first week

Each ASP TA meets 3 students 1-on-1 each week

{Tutors and TAs are in good position to detect signs that a student needs attention for mental health issues.}

Individual Zoom Meetings:



1-on-1 Zoom nearly as immediate as in person, and many students feel more at ease with professor when remote

Students have positive past experience with
Facetime

Effective **Document sharing for Zoom mtg.:**
share screen; email; google docs, etc.

Ideally Video is on; help students feel ok about background





Spring 2021 ASP Course

Students had option:

Zoom from residence (nearly all)

or Zoom in classroom (just 2 or 3)

I taught from home (much easier: teach as though all students are remote)

Challenge: How engage students so they don't tune out?



Spring 2021 ASP Course



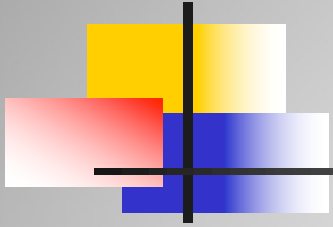
Engage students through flipped classroom

New edition of textbook includes 100% of ideas I would convey, plus loads of exercises and assignments

Permits short class presentations, highlighting main pts.

Most class time: in-class exercises & discussion

**Students email product to TAs & discuss at weekly meeting.
{If a student's participation is low, I'll know much better and sooner than in my large section Contracts course}**



Ancillary Tech

Grades based on take-home assignments on a legal topic:

Journals, case brief, synthesis of cases, outline, final exam

Graded assignments easily submitted on Canvas or emailed to assistant, using exam #s on docs

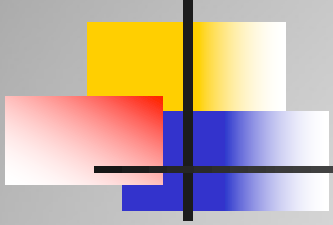
Individualized feedback with Word margin comments.

Final exam administered on Exam-Soft, before semester end so students learn from feedback before other exams

Some communication through Slack to avoid email clutter

Example of Quick 10-min. in-class Exercise:

But take just 2 minutes now



Download H0 #1 from schedule page or beginning of chat, see cases on 2d & 3d page, or wait for next slide.

- **Context:** Pre-UCC cases determining whether to excuse nonperformance of a contract obligation when an unexpected event, not within the risks assumed by the nonperforming party, renders performance impossible.
- Prepare a short synthesis for your case brief for the 2d case, explaining why the two cases came out differently.

**Ontario Deciduous Fruit Growers' Assoc.
v. Cutting Fruit Packing Co.**
134 Cal. 21, 66 P. 28 (1901)

GRAY, C.

[A grower agreed in writing to the sale of peaches of a designated variety, grade, and quantity grown from specified orchards. The trial court found that the grower established an excuse for its failure to deliver the full quantity of the designated goods.]

... [I]n an ordinary year the orchards referred to [in the contract] would have produced sufficient fruit to carry out the contract, but before it was fully grown the season turned unusually dry and hot, and hot winds impaired the quantity and quality of the fruit to such an extent that it was impossible for plaintiff to furnish, from the orchards of its stockholders in the said districts mentioned in the contract, a quantity of fruit equal to one half of the minimum amount agreed to be furnished.

....

In the case at bar, the sale having been of specific varieties of fruit growing and to be grown on specific orchards, and the orchards having been so far affected by the extraordinary drought that they did not produce sufficient fruit of the varieties named to comply with the contract, the plaintiff could be compelled to perform the contract only so far as it was possible for it to do so. It could not be made to perform impossibilities, nor was it liable in damages, by way of counterclaim or otherwise, for a failure to comply with its contract resulting from [a force majeure] not attributable to any fault on the part of said plaintiff. ...

The judgment and order should be affirmed.

A.L. Jones & Co. v. Cochran
33 Okla. 431, 126 P. 716 (1912)

HAYES, J.

[Cochran (Buyer) brought this action to recover damages against A.L. Jones (Seller), for damages sustained from Seller's breach of a contract to sell and to deliver a quantity of onion sets. Seller had agreed to sell] the following amount of onion sets for delivery January, 1909, 31st day: 100 bbls. Dark Red sets at \$1.20 per 32 lb. bu.; 100 bbls. yellow sets at \$1.10 per 32 lb. bu.; 25 bbls. white sets at \$1.50 per 32 lb. bu. ...

[Seller] delivered 50 barrels of red onion sets, 60 barrels of yellow onion sets and 15 barrels of white onion sets, but failed and refused to deliver the balance under the contract [because of crop failures in the fields that served as Seller's usual sources].

There is no uncertainty or ambiguity in that portion of the contract which describes the property sold and to be delivered by plaintiff in error in the future. It definitely specifies the quantity and kind of sets and the price to be paid therefor, the place of delivery, the condition in which the sets are to be when delivered, and that they are to be screened. It is not specified that the property sold shall be sets raised by any specified person or upon any specified place. If plaintiff in error had on the date specified in his contract for delivery of these sets gone into the market and procured the kind of sets described in the contract in the quantity therein specified and offered to deliver them to defendant in error, he would have fully complied with his contract. ...

There being no reversible error presented, the judgment of the trial court is affirmed.



Sample Synthesis Statement for Class Discussion

A.L. Jones (1912)

....

Synthesis – in contrast to *Ontario*, this contract did not require delivery of crops grown on a specified plot of land, so it was possible for Seller to procure conforming onions on the market, from locations unaffected by the crop failures.

Class Discussion – What process did you use to synthesize? Can you derive a rule from the cases, one that explains both cases, suitable for your outline.



Follow-up In-Class Exercise: Convert synthesis of cases into excerpt of Outline

II. Impossibility or Commercial Impracticability

....

B. Supply Chain Problems –

1. The destruction of the seller's source of supply could render delivery impossible, but only if the contract identifies that as the exclusive source of supply rather than describing goods that are still available on the market, even if at increased price.

a. Example, in *Ontario Grower's Assoc.* . . .

b. In contrast, in *A.L. Jones* . . .

Longer in-class exercises

See handout for examples of longer in-class exercises:
essay & M/C questions



**Book summarizes common law rules
for burglary, before:**



Essay Question (60 minutes)

An attorney, Jan, was working late in the law office, located on the 5th floor of an office building. Jan was completing an appellate brief that was due for filing the next day. Just as the sun was disappearing over the horizon at 6:30 P.M., Jan's eyes were hurting and Jan's concentration was less than sharp, so Jan decided to take a quick nap on the couch in the office.

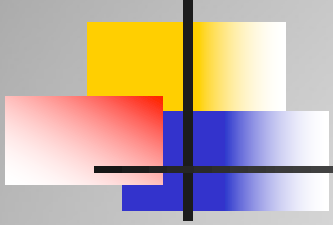
Unfortunately, Jan had a bad habit of procrastinating, so Jan occasionally but regularly pulled "all-nighters" at the office just before a deadline, rather than commuting home across town. Accordingly, Jan's office had a mini-

M/C Qs on topics covered in book:

16. Which of the following is *not* a form of murder under common law?
 - A. An intentional killing but without premeditation.
 - B. An intentional killing in the heat of passion after a legally adequate provocation.
 - C. An intentional killing with premeditation and deliberation.
 - D. A killing with conscious disregard for the substantial risk to the lives of others, proceeding with subjective awareness of the risk.
17. Sara and Lena happily reached the following agreement: "Sara will paint the exterior of Lena's house by the end of the month, and Lena will pay Sara \$2,000 after completion if she wants to spend that sum of money." Later that day, Sara wishes to withdraw from the agreement. Which of the following is the best argument that the agreement is not an enforceable contract so that Sara is not obligated to paint Lena's house?
 - A. Lena's promise is illusory, so the agreement is not supported by consideration.
 - B. The agreement lacks reciprocal inducement because it contem-

To sum up . . . I'm a Zoom fan!

- It took a lot of training and extra prep,
- And it presents some challenges and pitfalls,
- But Zoom kept us going, and
- Some Zoom is worth retaining,
 - Such as initial 1-on-1 meetings between prof. & students



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Happy New Year!

- Questions:
- Place in chat, or
- Raise hand icon after all panel members have presented

