Intro to Law — Unit 16

Negotiation, mediation and oral advocacy

Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Student copy. Parent-paced. No private answer keys. Use extra paper for full explanations. All optional oral tasks have equal written or parent-observed alternatives.

151. Positions and underlying interests

intro-law-l151 | suggested week 31 | about 40 minutes;split sessions as needed

Objective

Explain and apply positions and underlying interests to a fictional original and changed record.

Instruction

Not every dispute must end in a trial. Negotiation involves parties seeking agreement; mediation adds a facilitator who ordinarily does not impose a decision; arbitration can involve a decision maker under an agreement and governing law. Binding effect, confidentiality and enforceability vary, so never promise that all ADR is private, voluntary at every stage or automatically final. Advocacy should use accurate rules, fair treatment and supported facts. Oral practice may be recorded privately, in person, or replaced with an equivalent written script. No actual settlement, waiver or signature is assigned.

Today’s focus — Positions and underlying interests
A position is a stated demand; an interest is a concern the demand may serve. Identifying interests can reveal options without requiring a party to surrender rights. Do not assume a person’s motives beyond the supplied facts.

Reasoning practice: Write the legal condition on one line and the supplied fact on the next. Explain the link instead of merely copying both. A different result requires a changed fact, rule or justified interpretation—not a stronger opinion.

Assignment record: Two fictional clubs both demand the same display table. One needs visible space for posters; the other needs a flat surface for assembling models.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

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Worked teaching example

One fictional club asks for an early meeting because transport ends early; another asks for the same time because a room is visible then. The positions match, but the supplied interests differ. Exploring alternatives

requires those actual interests, not assumptions about personality or a demand that either group surrender rights.

Numbered assignment

1. Fact discipline — Positions and underlying interests: From this record, quote or accurately paraphrase two legally significant details. Label each as a supplied/stipulated fact, an allegation or a missing fact as appropriate; explain why the distinction matters.
Record: Two fictional clubs both demand the same display table. One needs visible space for posters; the other needs a flat surface for assembling models.

intro-law-l151-q01

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2. Principle check: Restate the distinction taught in Positions and underlying interests in your own words. Identify one limit that prevents treating it as a universal rule. Use the principle printed above, not an unsupported internet summary.

intro-law-l151-q02

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3. Apply the original record: Two fictional clubs both demand the same display table. One needs visible space for posters; the other needs a flat surface for assembling models.
Question: Separate positions from the supplied interests. Give a reasoned answer with a specific fact-to-rule link.

intro-law-l151-q03

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4. Counterfactual: Begin with the original record above, then change only this fact: The second club’s task also requires proximity to an electrical outlet.
Explain how the analysis changes and what remains unresolved.

intro-law-l151-q04

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5. Source card exercise: For Positions and underlying interests, use the complete supplied offline card below. Record its jurisdiction/type and exact URL. Explain what it can contribute, and one reason it cannot by itself guarantee a real person’s outcome. No browsing or separate registry lookup is required.

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

intro-law-l151-q05

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6. Neutral explanation: In 80–120 words, or a 60–90 second private explanation with an equivalent script/in-person option, answer the original Positions and underlying interests issue for a new reader. Include the governing distinction, two supplied details, and the most important uncertainty or limit. Do not add an accusation or recommend real action.

intro-law-l151-q06

Optional guided retry

Optional guided retry for Positions and underlying interests:
Two fictional clubs both demand the same display table. One needs visible space for posters; the other needs a flat surface for assembling models.
Read this principle: A position is a stated demand; an interest is a concern the demand may serve. Identifying interests can reveal options without requiring a party to surrender rights. Do not assume a person’s motives beyond the supplied facts.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Positions and underlying interests:
Original: Two fictional clubs both demand the same display table. One needs visible space for posters; the other needs a flat surface for assembling models.
Changed fact: The second club’s task also requires proximity to an electrical outlet.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains. Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
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Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas State Law Library: Legal Research for Beginners
Exact URL: https://guides.sll.texas.gov/legal-research-for-beginners
Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Mediation
Exact URL: https://www.law.cornell.edu/wex/mediation
Jurisdiction/scope: US academic secondary overview; program and state law vary
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mediator ordinarily facilitates rather than imposes a merits decision; an agreement can have legal consequences.
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Supplied offline source card
Title: Cornell LII/Wex: Arbitration
Exact URL: https://www.law.cornell.edu/wex/arbitration
Jurisdiction/scope: US academic secondary overview; agreement and governing law matter
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Authority, scope, binding effect and review are not universal. Course does not adopt a blanket claim about all arbitration.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

152. Negotiation uses options and limits

intro-law-l152 | suggested week 31 | about 40 minutes;split sessions as needed

Objective

Explain and apply negotiation uses options and limits to a fictional original and changed record.

Instruction

Not every dispute must end in a trial. Negotiation involves parties seeking agreement; mediation adds a facilitator who ordinarily does not impose a decision; arbitration can involve a decision maker under an agreement and governing law. Binding effect, confidentiality and enforceability vary, so never promise that all ADR is private, voluntary at every stage or automatically final. Advocacy should use accurate rules, fair treatment and supported facts. Oral practice may be recorded privately, in person, or replaced with an equivalent written script. No actual settlement, waiver or signature is assigned.

Today’s focus — Negotiation uses options and limits
Generate multiple possible agreements, compare objective criteria and recognize a no-agreement alternative. Cooperation is not coerced consent. A simulated negotiation may end without agreement if the options do not satisfy lawful limits and informed preferences.

Reasoning practice: Write the legal condition on one line and the supplied fact on the next. Explain the link instead of merely copying both. A different result requires a changed fact, rule or justified interpretation—not a stronger opinion.

Assignment record: Fictional clubs can use room A at noon or room B at one; one club has a suppliednoon-only availability.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

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Worked teaching example

A proposed room is too small under the supplied capacity rule. Splitting time does not cure its inadequate capacity. Negotiation evaluates feasibility and alternatives, not merely compromise as a virtue. If no option meets the constraints, a no-agreement result can be reasoned and legitimate in the simulation.

Numbered assignment

1. Fact discipline — Negotiation uses options and limits: From this record, quote or accurately paraphrase two legally significant details. Label each as a supplied/stipulated fact, an allegation or a missing fact as appropriate; explain why the distinction matters.
Record: Fictional clubs can use room A at noon or room B at one; one club has a suppliednoon-only availability.

intro-law-l152-q01

2. Principle check: Restate the distinction taught in Negotiation uses options and limits in your own words. Identify one limit that prevents treating it as a universal rule. Use the principle printed above, not an unsupported internet summary.

intro-law-l152-q02

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3. Apply the original record: Fictional clubs can use room A at noon or room B at one; one club has a suppliednoon-only availability.
Question: Which option fails a stated constraint, and what remains uncertain? Give a reasoned answer with a specific fact-to-rule link.

intro-law-l152-q03

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4. Counterfactual: Begin with the original record above, then change only this fact: Both rooms are unavailable under a corrected schedule.
Explain how the analysis changes and what remains unresolved.

intro-law-l152-q04

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5. Source card exercise: For Negotiation uses options and limits, use the complete supplied offline card below. Record its jurisdiction/type and exact URL. Explain what it can contribute, and one reason it cannot by itself guarantee a real person’s outcome. No browsing or separate registry lookup is required.

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

intro-law-l152-q05

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6. Neutral explanation: In 80–120 words, or a 60–90 second private explanation with an equivalent script/in-person option, answer the original Negotiation uses options and limits issue for a new reader. Include the governing distinction, two supplied details, and the most important uncertainty or limit. Do not add an accusation or recommend real action.

intro-law-l152-q06

Optional guided retry

Optional guided retry for Negotiation uses options and limits:
Fictional clubs can use room A at noon or room B at one; one club has a suppliednoon-only availability.
Read this principle: Generate multiple possible agreements, compare objective criteria and recognize a

no-agreement alternative. Cooperation is not coerced consent. A simulated negotiation may end without agreement if the options do not satisfy lawful limits and informed preferences.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Negotiation uses options and limits:
Original: Fictional clubs can use room A at noon or room B at one; one club has a suppliednoon-only availability.
Changed fact: Both rooms are unavailable under a corrected schedule.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains. Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
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Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas State Law Library: Legal Research for Beginners
Exact URL: https://guides.sll.texas.gov/legal-research-for-beginners
Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
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Exact URL: https://www.law.cornell.edu/wex/mediation
Jurisdiction/scope: US academic secondary overview; program and state law vary
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mediator ordinarily facilitates rather than imposes a merits decision; an agreement can have legal consequences.
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Supplied offline source card
Title: Cornell LII/Wex: Arbitration
Exact URL: https://www.law.cornell.edu/wex/arbitration
Jurisdiction/scope: US academic secondary overview; agreement and governing law matter
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Authority, scope, binding effect and review are not universal. Course does not adopt a blanket claim about all arbitration.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

153. Mediation is facilitation, not a guaranteed verdict

intro-law-l153 | suggested week 31 | about 40 minutes;split sessions as needed

Objective

Explain and apply mediation is facilitation, not a guaranteed verdict to a fictional original and changed record.

Instruction

Not every dispute must end in a trial. Negotiation involves parties seeking agreement; mediation adds a facilitator who ordinarily does not impose a decision; arbitration can involve a decision maker under an agreement and governing law. Binding effect, confidentiality and enforceability vary, so never promise that all ADR is private, voluntary at every stage or automatically final. Advocacy should use accurate rules, fair treatment and supported facts. Oral practice may be recorded privately, in person, or replaced with an equivalent written script. No actual settlement, waiver or signature is assigned.

Today’s focus — Mediation is facilitation, not a guaranteed verdict
A mediator helps parties communicate and explore agreement; the mediator ordinarily is not the judge who imposes the outcome. Applicable programs, agreements and law affect confidentiality and enforceability. Do not promise that every statement is absolutely confidential or every mediation ends in settlement.

Reasoning practice: Write the legal condition on one line and the supplied fact on the next. Explain the link instead of merely copying both. A different result requires a changed fact, rule or justified interpretation—not a stronger opinion.

Assignment record: A fictional mediator announces I can require this settlement because I am the mediator, with no other decision-making authority supplied.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

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Worked teaching example

A fictional mediator asks each side to explain concerns and helps draft options. That is facilitation, not an imposed merits judgment. A later agreement’s legal effect requires its own analysis. Do not promise that every mediation statement is absolutely confidential or that settlement is inevitable.

Numbered assignment

1. Fact discipline — Mediation is facilitation, not a guaranteed verdict: From this record, quote or accurately paraphrase two legally significant details. Label each as a supplied/stipulated fact, an allegation or a missing fact as appropriate; explain why the distinction matters.
Record: A fictional mediator announces I can require this settlement because I am the mediator, with no other decision-making authority supplied.

intro-law-l153-q01

2. Principle check: Restate the distinction taught in Mediation is facilitation, not a guaranteed verdict in your own words. Identify one limit that prevents treating it as a universal rule. Use the principle printed above, not an unsupported internet summary.

intro-law-l153-q02

3. Apply the original record: A fictional mediator announces I can require this settlement because I am the mediator, with no other decision-making authority supplied.
Question: What role error is present? Give a reasoned answer with a specific fact-to-rule link.

intro-law-l153-q03

4. Counterfactual: Begin with the original record above, then change only this fact: The person is instead a separately authorized arbitrator under a supplied valid agreement.
Explain how the analysis changes and what remains unresolved.

intro-law-l153-q04

5. Source card exercise: For Mediation is facilitation, not a guaranteed verdict, use the complete supplied offline card below. Record its jurisdiction/type and exact URL. Explain what it can contribute, and one reason it cannot by itself guarantee a real person’s outcome. No browsing or separate registry lookup is required.

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

intro-law-l153-q05

6. Neutral explanation: In 80–120 words, or a 60–90 second private explanation with an equivalent script/in-person option, answer the original Mediation is facilitation, not a guaranteed verdict issue for a new reader. Include the governing distinction, two supplied details, and the most important uncertainty or limit. Do not add an accusation or recommend real action.

intro-law-l153-q06

Optional guided retry

Optional guided retry for Mediation is facilitation, not a guaranteed verdict:
A fictional mediator announces I can require this settlement because I am the mediator, with no other

decision-making authority supplied.
Read this principle: A mediator helps parties communicate and explore agreement; the mediator ordinarily is not the judge who imposes the outcome. Applicable programs, agreements and law affect confidentiality and enforceability. Do not promise that every statement is absolutely confidential or every mediation ends in settlement.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Mediation is facilitation, not a guaranteed verdict:
Original: A fictional mediator announces I can require this settlement because I am the mediator, with no other decision-making authority supplied.
Changed fact: The person is instead a separately authorized arbitrator under a supplied valid agreement.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains.
Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
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Source type: academic-secondary-overview
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Title: Texas State Law Library: Legal Research for Beginners
Exact URL: https://guides.sll.texas.gov/legal-research-for-beginners
Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview
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Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
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Reading purpose and limits: Mediator ordinarily facilitates rather than imposes a merits decision; an agreement can have legal consequences.
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Jurisdiction/scope: US academic secondary overview; agreement and governing law matter
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Reading purpose and limits: Authority, scope, binding effect and review are not universal. Course does not adopt a blanket claim about all arbitration.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

154. Arbitration depends on authority and governing law

intro-law-l154 | suggested week 31 | about 40 minutes;split sessions as needed

Objective

Explain and apply arbitration depends on authority and governing law to a fictional original and changed record.

Instruction

Not every dispute must end in a trial. Negotiation involves parties seeking agreement; mediation adds a facilitator who ordinarily does not impose a decision; arbitration can involve a decision maker under an agreement and governing law. Binding effect, confidentiality and enforceability vary, so never promise that all ADR is private, voluntary at every stage or automatically final. Advocacy should use accurate rules, fair treatment and supported facts. Oral practice may be recorded privately, in person, or replaced with an equivalent written script. No actual settlement, waiver or signature is assigned.

Today’s focus — Arbitration depends on authority and governing law
Arbitration can place a dispute before an arbitrator under an agreement or other authority. Scope, binding effect, review and enforceability require careful legal analysis. An arbitration label does not automatically cover every person, issue or remedy.

Reasoning practice: Write the legal condition on one line and the supplied fact on the next. Explain the link instead of merely copying both. A different result requires a changed fact, rule or justified interpretation—not a stronger opinion.

Assignment record: A fictional clause covers disputes about delivery, but one party assumes it necessarily decides an unrelated dispute with a person who never agreed.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

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Worked teaching example

A supplied valid arbitration agreement covers two named adults and a particular delivery issue. That supports authority for that model dispute, not unrelated claims by all other people. Scope, binding effect, review and governing law remain separate questions. A meeting label alone creates no unlimited decision-making power.

Numbered assignment

1. Fact discipline — Arbitration depends on authority and governing law: From this record, quote or accurately paraphrase two legally significant details. Label each as a supplied/stipulated fact, an allegation or a missing fact as appropriate; explain why the distinction matters.
Record: A fictional clause covers disputes about delivery, but one party assumes it necessarily decides an unrelated dispute with a person who never agreed.

intro-law-l154-q01

2. Principle check: Restate the distinction taught in Arbitration depends on authority and governing law in your own words. Identify one limit that prevents treating it as a universal rule. Use the principle printed above, not an unsupported internet summary.

intro-law-l154-q02

3. Apply the original record: A fictional clause covers disputes about delivery, but one party assumes it necessarily decides an unrelated dispute with a person who never agreed.
Question: What scope questions arise? Give a reasoned answer with a specific fact-to-rule link.

intro-law-l154-q03

4. Counterfactual: Begin with the original record above, then change only this fact: Both parties and the stated delivery issue are expressly within a valid supplied classroom agreement.
Explain how the analysis changes and what remains unresolved.

intro-law-l154-q04

5. Source card exercise: For Arbitration depends on authority and governing law, use the complete supplied offline card below. Record its jurisdiction/type and exact URL. Explain what it can contribute, and one reason it cannot by itself guarantee a real person’s outcome. No browsing or separate registry lookup is required.

Supplied offline source card
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Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

intro-law-l154-q05

6. Neutral explanation: In 80–120 words, or a 60–90 second private explanation with an equivalent script/in-person option, answer the original Arbitration depends on authority and governing law issue for a new reader. Include the governing distinction, two supplied details, and the most important uncertainty or limit. Do not add an accusation or recommend real action.

intro-law-l154-q06

Optional guided retry

Optional guided retry for Arbitration depends on authority and governing law:
A fictional clause covers disputes about delivery, but one party assumes it necessarily decides an unrelated

dispute with a person who never agreed.
Read this principle: Arbitration can place a dispute before an arbitrator under an agreement or other authority. Scope, binding effect, review and enforceability require careful legal analysis. An arbitration label does not automatically cover every person, issue or remedy.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Arbitration depends on authority and governing law:
Original: A fictional clause covers disputes about delivery, but one party assumes it necessarily decides an unrelated dispute with a person who never agreed.
Changed fact: Both parties and the stated delivery issue are expressly within a valid supplied classroom agreement.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains. Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas State Law Library: Legal Research for Beginners
Exact URL: https://guides.sll.texas.gov/legal-research-for-beginners
Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Mediation
Exact URL: https://www.law.cornell.edu/wex/mediation
Jurisdiction/scope: US academic secondary overview; program and state law vary
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mediator ordinarily facilitates rather than imposes a merits decision; an agreement can have legal consequences.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Arbitration
Exact URL: https://www.law.cornell.edu/wex/arbitration
Jurisdiction/scope: US academic secondary overview; agreement and governing law matter
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)

Reading purpose and limits: Authority, scope, binding effect and review are not universal. Course does not adopt a blanket claim about all arbitration.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

155. Oral advocacy is structured reasoning

intro-law-l155 | suggested week 31 | about 40 minutes;split sessions as needed

Objective

Explain and apply oral advocacy is structured reasoning to a fictional original and changed record.

Instruction

Not every dispute must end in a trial. Negotiation involves parties seeking agreement; mediation adds a facilitator who ordinarily does not impose a decision; arbitration can involve a decision maker under an agreement and governing law. Binding effect, confidentiality and enforceability vary, so never promise that all ADR is private, voluntary at every stage or automatically final. Advocacy should use accurate rules, fair treatment and supported facts. Oral practice may be recorded privately, in person, or replaced with an equivalent written script. No actual settlement, waiver or signature is assigned.

Today’s focus — Oral advocacy is structured reasoning
An oral argument should state the requested result, rule, relevant facts, application and strongest limitation. Listening and answering a question matters more than volume or theatrical confidence. Offer a written script or private in-person presentation with equal reasoning criteria.

Reasoning practice: Write the legal condition on one line and the supplied fact on the next. Explain the link instead of merely copying both. A different result requires a changed fact, rule or justified interpretation—not a stronger opinion.

Assignment record: Model record: ten folders were owed, eight arrived, and each missing folder has a stipulated recoverable loss of three units. No other recoverable loss is supplied. An advocate has 90 seconds to argue that the fictional missing-folder record supports a stipulated 6 loss, not an unsupported 600 penalty.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

Safety: Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Worked teaching example

A fictional advocate requests a stipulated twenty-unit repair loss. The argument names the model loss rule, connects the repair record, and acknowledges disputed causation. A clear conditional request is more honest than demanding an unsupported extra penalty. Written scripts and parent-observed delivery demonstrate the same reasoning as a recording.

Numbered assignment

1. Fact discipline — Oral advocacy is structured reasoning: From this record, quote or accurately paraphrase two legally significant details. Label each as a supplied/stipulated fact, an allegation or a missing fact as appropriate; explain why the distinction matters.
Record: Model record: ten folders were owed, eight arrived, and each missing folder has a stipulated recoverable loss of three units. No other recoverable loss is supplied. An advocate has 90 seconds to argue

that the fictional missing-folder record supports a stipulated 6 loss, not an unsupported 600 penalty.

intro-law-l155-q01

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2. Principle check: Restate the distinction taught in Oral advocacy is structured reasoning in your own words. Identify one limit that prevents treating it as a universal rule. Use the principle printed above, not an unsupported internet summary.

intro-law-l155-q02

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3. Apply the original record: Model record: ten folders were owed, eight arrived, and each missing folder has a stipulated recoverable loss of three units. No other recoverable loss is supplied. An advocate has 90 seconds to argue that the fictional missing-folder record supports a stipulated 6 loss, not an unsupported 600 penalty.
Question: Plan a concise argument without adding facts. Give a reasoned answer with a specific fact-to-rule link.

intro-law-l155-q03

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4. Counterfactual: Begin with the original record above, then change only this fact: The decision maker asks whether both folders later arrived with no remaining model loss.
Explain how the analysis changes and what remains unresolved.

intro-law-l155-q04

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5. Source card exercise: For Oral advocacy is structured reasoning, use the complete supplied offline card below. Record its jurisdiction/type and exact URL. Explain what it can contribute, and one reason it cannot by itself guarantee a real person’s outcome. No browsing or separate registry lookup is required.

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

intro-law-l155-q05

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6. Neutral explanation: In 80–120 words, or a 60–90 second private explanation with an equivalent script/in-person option, answer the original Oral advocacy is structured reasoning issue for a new reader. Include the governing distinction, two supplied details, and the most important uncertainty or limit. Do not add an accusation or recommend real action.

intro-law-l155-q06

Optional guided retry

Optional guided retry for Oral advocacy is structured reasoning:
Model record:ten folders were owed,eight arrived,and each missing folder has a stipulated recoverable loss of three units. No other recoverable loss is supplied. An advocate has 90 seconds to argue that the fictional missing-folder record supports a stipulated 6 loss, not an unsupported 600 penalty.
Read this principle: An oral argument should state the requested result, rule, relevant facts, application and strongest limitation. Listening and answering a question matters more than volume or theatrical confidence. Offer a written script or private in-person presentation with equal reasoning criteria.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Oral advocacy is structured reasoning:
Original: Model record:ten folders were owed,eight arrived,and each missing folder has a stipulated recoverable loss of three units. No other recoverable loss is supplied. An advocate has 90 seconds to argue that the fictional missing-folder record supports a stipulated 6 loss, not an unsupported 600 penalty.
Changed fact: The decision maker asks whether both folders later arrived with no remaining model loss.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains.
Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
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Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
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Supplied offline source card
Title: Texas State Law Library: Legal Research for Beginners
Exact URL: https://guides.sll.texas.gov/legal-research-for-beginners
Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
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Exact URL: https://www.law.cornell.edu/wex/mediation
Jurisdiction/scope: US academic secondary overview; program and state law vary
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mediator ordinarily facilitates rather than imposes a merits decision; an agreement can have legal consequences.

Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Arbitration
Exact URL: https://www.law.cornell.edu/wex/arbitration
Jurisdiction/scope: US academic secondary overview; agreement and governing law matter
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Authority, scope, binding effect and review are not universal. Course does not adopt a blanket claim about all arbitration.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

156. A written resolution needs clear scope

intro-law-l156 | suggested week 32 | about 40 minutes;split sessions as needed

Objective

Explain and apply a written resolution needs clear scope to a fictional original and changed record.

Instruction

Not every dispute must end in a trial. Negotiation involves parties seeking agreement; mediation adds a facilitator who ordinarily does not impose a decision; arbitration can involve a decision maker under an agreement and governing law. Binding effect, confidentiality and enforceability vary, so never promise that all ADR is private, voluntary at every stage or automatically final. Advocacy should use accurate rules, fair treatment and supported facts. Oral practice may be recorded privately, in person, or replaced with an equivalent written script. No actual settlement, waiver or signature is assigned.

Today’s focus — A written resolution needs clear scope
A simulated agreement should identify parties, obligations, timing, conditions and unresolved issues. Signing can have real consequences, so all class agreements are unsigned fictional drafts. An unclear statement of peace is not the same as a complete, lawful settlement.

Reasoning practice: Write the legal condition on one line and the supplied fact on the next. Explain the link instead of merely copying both. A different result requires a changed fact, rule or justified interpretation—not a stronger opinion.

Assignment record: A fictional room-sharing draft says Everyone will be reasonable and omits times, responsibilities and what happens if a room is unavailable.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

Safety: Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Worked teaching example

A fictional room plan assigns a specific room, time and cleanup duty, but says nothing about cancellation. Identify the remaining gap rather than call the draft complete. Add a clear proposed contingency as an unsigned simulation. Good drafting reduces uncertainty; it does not itself create a real enforceable settlement.

Numbered assignment

1. Fact discipline — A written resolution needs clear scope: From this record, quote or accurately paraphrase two legally significant details. Label each as a supplied/stipulated fact, an allegation or a missing fact as appropriate; explain why the distinction matters.
Record: A fictional room-sharing draft says Everyone will be reasonable and omits times, responsibilities and what happens if a room is unavailable.

intro-law-l156-q01

2. Principle check: Restate the distinction taught in A written resolution needs clear scope in your own words. Identify one limit that prevents treating it as a universal rule. Use the principle printed above, not an unsupported internet summary.

intro-law-l156-q02

3. Apply the original record: A fictional room-sharing draft says Everyone will be reasonable and omits times, responsibilities and what happens if a room is unavailable.
Question: Which concrete terms should be clarified? Give a reasoned answer with a specific fact-to-rule link.

intro-law-l156-q03

4. Counterfactual: Begin with the original record above, then change only this fact: A revised draft assigns times and tasks but still fails to identify the room.
Explain how the analysis changes and what remains unresolved.

intro-law-l156-q04

5. Source card exercise: For A written resolution needs clear scope, use the complete supplied offline card below. Record its jurisdiction/type and exact URL. Explain what it can contribute, and one reason it cannot by itself guarantee a real person’s outcome. No browsing or separate registry lookup is required.

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

intro-law-l156-q05

6. Neutral explanation: In 80–120 words, or a 60–90 second private explanation with an equivalent script/in-person option, answer the original A written resolution needs clear scope issue for a new reader. Include the governing distinction, two supplied details, and the most important uncertainty or limit. Do not add an accusation or recommend real action.

intro-law-l156-q06

Optional guided retry

Optional guided retry for A written resolution needs clear scope:
A fictional room-sharing draft says Everyone will be reasonable and omits times, responsibilities and what happens if a room is unavailable.

Read this principle: A simulated agreement should identify parties, obligations, timing, conditions and unresolved issues. Signing can have real consequences, so all class agreements are unsigned fictional drafts. An unclear statement of peace is not the same as a complete, lawful settlement.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for A written resolution needs clear scope:
Original: A fictional room-sharing draft says Everyone will be reasonable and omits times, responsibilities and what happens if a room is unavailable.
Changed fact: A revised draft assigns times and tasks but still fails to identify the room.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains. Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas State Law Library: Legal Research for Beginners
Exact URL: https://guides.sll.texas.gov/legal-research-for-beginners
Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
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Jurisdiction/scope: US academic secondary overview; program and state law vary
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mediator ordinarily facilitates rather than imposes a merits decision; an agreement can have legal consequences.
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Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Authority, scope, binding effect and review are not universal. Course does not adopt a blanket claim about all arbitration.

Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

157. Project 16: Negotiation, mediation and oral advocacy

intro-law-l157 | suggested week 32 | about 65 minutes;split sessions as needed

Objective

Create a complete, privacy-safe negotiation, mediation and oral advocacy project using six specified deliverables.

Instruction

Not every dispute must end in a trial. Negotiation involves parties seeking agreement; mediation adds a facilitator who ordinarily does not impose a decision; arbitration can involve a decision maker under an agreement and governing law. Binding effect, confidentiality and enforceability vary, so never promise that all ADR is private, voluntary at every stage or automatically final. Advocacy should use accurate rules, fair treatment and supported facts. Oral practice may be recorded privately, in person, or replaced with an equivalent written script. No actual settlement, waiver or signature is assigned.

Project brief: Conduct a fictional room-sharing mediation and advocacy lab. Use two role cards, the supplied constraints and three proposed options; create an unsigned draft and a 90-second argument. Submit a private small recording, an in-person parent log or an equally detailed written script—never contact real disputants.

Build an educational artifact by organizing facts before recommending anything. A chart should label its columns; a map should explain its symbols; a memo should separate issue, rule, application and conclusion. If a fact is absent, write unknown rather than fill it in. A polished appearance never substitutes for accurate reasoning.

Complete fictional fact bank:
Case 1 — Positions and underlying interests
Principle: A position is a stated demand; an interest is a concern the demand may serve. Identifying interests can reveal options without requiring a party to surrender rights. Do not assume a person’s motives beyond the supplied facts.
Original record: Two fictional clubs both demand the same display table. One needs visible space for posters; the other needs a flat surface for assembling models.
Changed record: The second club’s task also requires proximity to an electrical outlet.

Case 2 — Negotiation uses options and limits
Principle: Generate multiple possible agreements, compare objective criteria and recognize a no-agreement alternative. Cooperation is not coerced consent. A simulated negotiation may end without agreement if the options do not satisfy lawful limits and informed preferences.
Original record: Fictional clubs can use room A at noon or room B at one; one club has a suppliednoon-only availability.
Changed record: Both rooms are unavailable under a corrected schedule.

Case 3 — Mediation is facilitation, not a guaranteed verdict
Principle: A mediator helps parties communicate and explore agreement; the mediator ordinarily is not the judge who imposes the outcome. Applicable programs, agreements and law affect confidentiality and enforceability. Do not promise that every statement is absolutely confidential or every mediation ends in settlement.
Original record: A fictional mediator announces I can require this settlement because I am the mediator, with no other decision-making authority supplied.
Changed record: The person is instead a separately authorized arbitrator under a supplied valid agreement.

Case 4 — Arbitration depends on authority and governing law

Principle: Arbitration can place a dispute before an arbitrator under an agreement or other authority. Scope, binding effect, review and enforceability require careful legal analysis. An arbitration label does not automatically cover every person, issue or remedy.
Original record: A fictional clause covers disputes about delivery, but one party assumes it necessarily decides an unrelated dispute with a person who never agreed.
Changed record: Both parties and the stated delivery issue are expressly within a valid supplied classroom agreement.

Case 5 — Oral advocacy is structured reasoning
Principle: An oral argument should state the requested result, rule, relevant facts, application and strongest limitation. Listening and answering a question matters more than volume or theatrical confidence. Offer a written script or private in-person presentation with equal reasoning criteria.
Original record: Model record: ten folders were owed, eight arrived, and each missing folder has a stipulated recoverable loss of three units. No other recoverable loss is supplied. An advocate has 90 seconds to argue that the fictional missing-folder record supports a stipulated 6 loss, not an unsupported 600 penalty.
Changed record: The decision maker asks whether both folders later arrived with no remaining model loss.

Case 6 — A written resolution needs clear scope
Principle: A simulated agreement should identify parties, obligations, timing, conditions and unresolved issues. Signing can have real consequences, so all class agreements are unsigned fictional drafts. An unclear statement of peace is not the same as a complete, lawful settlement.
Original record: A fictional room-sharing draft says Everyone will be reasonable and omits times, responsibilities and what happens if a room is unavailable.
Changed record: A revised draft assigns times and tasks but still fails to identify the room.

Record-version scope: Task 1 requires only the original Case 1 position/interest cards; the changed Case 1 outlet record is optional enrichment. Other numbered tasks name their own constraints. Original and changed versions are alternatives, not facts to silently merge.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

Safety: Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Worked teaching example

One fictional club asks for an early meeting because transport ends early; another asks for the same time because a room is visible then. The positions match, but the supplied interests differ. Exploring alternatives requires those actual interests, not assumptions about personality or a demand that either group surrender rights.

Numbered assignment

1. Make position/interest cards using only the original Case 1 record: poster visibility versus model assembly on a flat surface. Label each club’s stated table demand and its supplied interest. The changed Case 1 outlet fact is optional enrichment, not required for this task.

intro-law-l157-q01

2. Evaluate room A noon and room B one against noon-only availability.

intro-law-l157-q02

3. Write a mediator role statement and distinguish authorized arbitration.

intro-law-l157-q03

4. Check the delivery-only clause against an unrelated nonparty dispute.

intro-law-l157-q04

5. Present a 90-second argument or equivalent 120–180 word script on the 6 model loss.

intro-law-l157-q05

6. Draft unsigned room/time/task/contingency terms and unresolved-issues list.

intro-law-l157-q06

Optional guided retry

Optional guided retry for Project 16: Negotiation, mediation and oral advocacy:
Two fictional clubs both demand the same display table. One needs visible space for posters; the other needs a flat surface for assembling models.
Read this principle: A position is a stated demand; an interest is a concern the demand may serve. Identifying interests can reveal options without requiring a party to surrender rights. Do not assume a person’s motives beyond the supplied facts.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Project 16: Negotiation, mediation and oral advocacy:
Original: Two fictional clubs both demand the same display table. One needs visible space for posters; the other needs a flat surface for assembling models.
Changed fact: The second club’s task also requires proximity to an electrical outlet.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains. Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
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Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)

Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Contract
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Source type: academic-secondary-overview
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Jurisdiction/scope: Texas official public-library guidance
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Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
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Title: Cornell LII/Wex: Mediation
Exact URL: https://www.law.cornell.edu/wex/mediation
Jurisdiction/scope: US academic secondary overview; program and state law vary
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mediator ordinarily facilitates rather than imposes a merits decision; an agreement can have legal consequences.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Arbitration
Exact URL: https://www.law.cornell.edu/wex/arbitration
Jurisdiction/scope: US academic secondary overview; agreement and governing law matter
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Authority, scope, binding effect and review are not universal. Course does not adopt a blanket claim about all arbitration.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

158. Spiral lab 16: facts,rules and changed conditions

intro-law-l158 | suggested week 32 | about 40 minutes;split sessions as needed

Objective

Retrieve and compare six supplied scenarios from current and earlier units.

Instruction

Spaced practice 16 connects current concepts with earlier reasoning. Try recalling the distinction before rereading the printed principle; then revise using it. Retrieval is practice, not a memory contest. Explain why the changed fact matters rather than only changing the answer.

Current unit context: Not every dispute must end in a trial. Negotiation involves parties seeking agreement; mediation adds a facilitator who ordinarily does not impose a decision; arbitration can involve a decision maker under an agreement and governing law. Binding effect, confidentiality and enforceability vary, so never promise that all ADR is private, voluntary at every stage or automatically final. Advocacy should use accurate rules, fair treatment and supported facts. Oral practice may be recorded privately, in person, or replaced with an equivalent written script. No actual settlement, waiver or signature is assigned.

For each task, the complete principle, original record and changed fact appear in the question. No earlier assignment or outside website is needed.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

Safety: Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Worked teaching example

A fictional mediator asks each side to explain concerns and helps draft options. That is facilitation, not an imposed merits judgment. A later agreement’s legal effect requires its own analysis. Do not promise that every mediation statement is absolutely confidential or that settlement is inevitable.

Numbered assignment

1. Retrieval connection from unit 16, Positions and underlying interests:
Principle: A position is a stated demand; an interest is a concern the demand may serve. Identifying interests can reveal options without requiring a party to surrender rights. Do not assume a person’s motives beyond the supplied facts.
Record: Two fictional clubs both demand the same display table. One needs visible space for posters; the other needs a flat surface for assembling models.
Change: The second club’s task also requires proximity to an electrical outlet.
Without inventing facts, name the central distinction, and explain one before/after difference. Then explain why an unsupported universal conclusion would be unsafe.

intro-law-l158-q01

2. Retrieval connection from unit 16, Arbitration depends on authority and governing law:
Principle: Arbitration can place a dispute before an arbitrator under an agreement or other authority. Scope, binding effect, review and enforceability require careful legal analysis. An arbitration label does not automatically cover every person, issue or remedy.
Record: A fictional clause covers disputes about delivery, but one party assumes it necessarily decides an unrelated dispute with a person who never agreed.
Change: Both parties and the stated delivery issue are expressly within a valid supplied classroom agreement.
Without inventing facts, name the central distinction, and explain one before/after difference. Then explain why an unsupported universal conclusion would be unsafe.

intro-law-l158-q02

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3. Retrieval connection from unit 15, Bills, statutes and effective dates:
Principle: A proposed bill is not automatically law. Enactment and effective date are distinct questions, and amendments can change operative language. An official source’s status labels and dates must be read before treating a provision as currently applicable.
Record: Source Card A says proposed; Card B says enacted but effective next January. The fictional event occurred last October.
Change: The event occurs after B’s stated effective date and no transition issue is supplied.
Without inventing facts, name the central distinction, and explain one before/after difference. Then explain why an unsupported universal conclusion would be unsafe.

intro-law-l158-q03

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4. Retrieval connection from unit 15, Public information has access rules and exceptions:
Principle: Texas public-information law concerns access to government records under legal procedures, with exceptions and confidentiality rules. Public agency possession does not mean every record is freely disclosable. A class can study categories without making requests or seeking anyone’s identifying records.
Record: A fictional student claims that every government-held file, including confidential child information, must be released on demand.
Change: The task uses an already published agency organizational chart.
Without inventing facts, name the central distinction, and explain one before/after difference. Then explain why an unsupported universal conclusion would be unsafe.

intro-law-l158-q04

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5. Retrieval connection from unit 13, Refund policies and legal rights:
Principle: A seller’s return policy and a legal remedy for a defective or misrepresented product are not identical. A no-change-of-mind-return policy does not by itself resolve all statutory claims, and consumer law does not necessarily require refunds for every preference change.
Record: A fictional shop says no discretionary returns. A consumer claims that proves every possible defect claim is legally barred.
Change: The product is as described and the only issue is a changed color preference.
Without inventing facts, name the central distinction, and explain one before/after difference. Then explain why an unsupported universal conclusion would be unsafe.

intro-law-l158-q05

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6. Retrieval connection from unit 1, IRAC: organize without pretending certainty:
Principle: IRAC means issue, rule, application and conclusion. The application explains why specific facts satisfy or fail parts of a rule. A conclusion can be conditional when facts or authority are missing; the acronym is an organizer, not a guarantee of a correct answer.
Record: Classroom rule: only signed equipment requests reserve a camera. Mina emails an unsigned request and says the camera is reserved.
Change: The equipment manager provides a written model exception accepting verified emails.
Without inventing facts, name the central distinction, and explain one before/after difference. Then explain why an unsupported universal conclusion would be unsafe.

intro-law-l158-q06

Optional guided retry

Optional guided retry for Spiral lab 16: facts,rules and changed conditions:
A fictional mediator announces I can require this settlement because I am the mediator, with no other decision-making authority supplied.
Read this principle: A mediator helps parties communicate and explore agreement; the mediator ordinarily is not the judge who imposes the outcome. Applicable programs, agreements and law affect confidentiality and enforceability. Do not promise that every statement is absolutely confidential or every mediation ends in settlement.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Spiral lab 16: facts,rules and changed conditions:
Original: A fictional mediator announces I can require this settlement because I am the mediator, with no other decision-making authority supplied.
Changed fact: The person is instead a separately authorized arbitrator under a supplied valid agreement.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains.
Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas State Law Library: Legal Research for Beginners
Exact URL: https://guides.sll.texas.gov/legal-research-for-beginners

Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
Outside browsing is supplemental. Use this printed metadata and the lesson's original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Mediation
Exact URL: https://www.law.cornell.edu/wex/mediation
Jurisdiction/scope: US academic secondary overview; program and state law vary
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mediator ordinarily facilitates rather than imposes a merits decision; an agreement can have legal consequences.
Outside browsing is supplemental. Use this printed metadata and the lesson's original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Arbitration
Exact URL: https://www.law.cornell.edu/wex/arbitration
Jurisdiction/scope: US academic secondary overview; agreement and governing law matter
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Authority, scope, binding effect and review are not universal. Course does not adopt a blanket claim about all arbitration.
Outside browsing is supplemental. Use this printed metadata and the lesson's original principle to complete the exercise offline.

Supplied offline source card
Title: Texas State Law Library: Important Case Research Tips
Exact URL: https://guides.sll.texas.gov/case-law-research/important-research-tips
Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Check proper jurisdiction and later treatment. Free research alone is not a full citator guarantee.
Outside browsing is supplemental. Use this printed metadata and the lesson's original principle to complete the exercise offline.

Supplied offline source card
Title: Texas Attorney General: Public Information Act Overview
Exact URL: https://www.texasattorneygeneral.gov/open-government/members-public/overview-public-information-act
Jurisdiction/scope: Texas official agency explanation
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Access to government records with confidentiality/other exceptions; not everything held by government is releasable.
Outside browsing is supplemental. Use this printed metadata and the lesson's original principle to complete the exercise offline.

Supplied offline source card
Title: National Archives: Constitution transcript
Exact URL: https://www.archives.gov/founding-docs/constitution-transcript
Jurisdiction/scope: US federal primary historical text
Source type: official-primary-constitutional-text
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Read with subsequent amendments, not as an unchanged 1787 statement.
Outside browsing is supplemental. Use this printed metadata and the lesson's original principle to complete the exercise offline.

Supplied offline source card
Title: Texas Attorney General: Consumer Protection
Exact URL: https://www.texasattorneygeneral.gov/consumer-protection
Jurisdiction/scope: Texas official agency overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Education, complaints and public-interest civil enforcement; agency information is not private representation.
Outside browsing is supplemental. Use this printed metadata and the lesson's original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app's type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

159. Unit 16 review: Negotiation, mediation and oral advocacy

intro-law-l159 | suggested week 32 | about 40 minutes;split sessions as needed

Objective

Revise six overconfident conclusions using accurate rules, facts and limits.

Instruction

Not every dispute must end in a trial. Negotiation involves parties seeking agreement; mediation adds a facilitator who ordinarily does not impose a decision; arbitration can involve a decision maker under an agreement and governing law. Binding effect, confidentiality and enforceability vary, so never promise that all ADR is private, voluntary at every stage or automatically final. Advocacy should use accurate rules, fair treatment and supported facts. Oral practice may be recorded privately, in person, or replaced with an equivalent written script. No actual settlement, waiver or signature is assigned.

Review method: A conclusion is only as strong as its rule and factual support. At each station, identify the editor’s overclaim, replace it with a supported statement, and explain the limit. Revisit any station that mixes an allegation with a finding or a model with actual law. Use source cards to check scope, not to collect personal information. The station records are fully printed below.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

Safety: Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Worked teaching example

A fictional advocate requests a stipulated twenty-unit repair loss. The argument names the model loss rule, connects the repair record, and acknowledges disputed causation. A clear conditional request is more honest than demanding an unsupported extra penalty. Written scripts and parent-observed delivery demonstrate the same reasoning as a recording.

Numbered assignment

1. Review station 1 — Positions and underlying interests
Principle: A position is a stated demand; an interest is a concern the demand may serve. Identifying interests can reveal options without requiring a party to surrender rights. Do not assume a person’s motives beyond the supplied facts.
Record: Two fictional clubs both demand the same display table. One needs visible space for posters; the other needs a flat surface for assembling models.
An editor says: The short story proves every legal issue and no qualification is needed. Write a three-part correction:(a)answer Separate positions from the supplied interests. (b)name the key supporting detail;(c)state the remaining limit. Use the printed principle.

intro-law-l159-q01

2. Review station 2 — Negotiation uses options and limits
Principle: Generate multiple possible agreements, compare objective criteria and recognize a no-agreement alternative. Cooperation is not coerced consent. A simulated negotiation may end without agreement if the options do not satisfy lawful limits and informed preferences.
Record: Fictional clubs can use room A at noon or room B at one; one club has a suppliednoon-only availability.
An editor says: The short story proves every legal issue and no qualification is needed. Write a three-part correction:(a)answer Which option fails a stated constraint, and what remains uncertain? (b)name the key supporting detail;(c)state the remaining limit. Use the printed principle.

intro-law-l159-q02

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3. Review station 3 — Mediation is facilitation, not a guaranteed verdict
Principle: A mediator helps parties communicate and explore agreement; the mediator ordinarily is not the judge who imposes the outcome. Applicable programs, agreements and law affect confidentiality and enforceability. Do not promise that every statement is absolutely confidential or every mediation ends in settlement.
Record: A fictional mediator announces I can require this settlement because I am the mediator, with no other decision-making authority supplied.
An editor says: The short story proves every legal issue and no qualification is needed. Write a three-part correction:(a)answer What role error is present? (b)name the key supporting detail;(c)state the remaining limit. Use the printed principle.

intro-law-l159-q03

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4. Review station 4 — Arbitration depends on authority and governing law
Principle: Arbitration can place a dispute before an arbitrator under an agreement or other authority. Scope, binding effect, review and enforceability require careful legal analysis. An arbitration label does not automatically cover every person, issue or remedy.
Record: A fictional clause covers disputes about delivery, but one party assumes it necessarily decides an unrelated dispute with a person who never agreed.
An editor says: The short story proves every legal issue and no qualification is needed. Write a three-part correction:(a)answer What scope questions arise? (b)name the key supporting detail;(c)state the remaining limit. Use the printed principle.

intro-law-l159-q04

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5. Review station 5 — Oral advocacy is structured reasoning
Principle: An oral argument should state the requested result, rule, relevant facts, application and strongest limitation. Listening and answering a question matters more than volume or theatrical confidence. Offer a written script or private in-person presentation with equal reasoning criteria.
Record: Model record: ten folders were owed, eight arrived, and each missing folder has a stipulated recoverable loss of three units. No other recoverable loss is supplied. An advocate has 90 seconds to argue that the fictional missing-folder record supports a stipulated 6 loss, not an unsupported 600 penalty.
An editor says: The short story proves every legal issue and no qualification is needed. Write a three-part correction:(a)answer Plan a concise argument without adding facts. (b)name the key supporting detail;(c)state the remaining limit. Use the printed principle.

intro-law-l159-q05

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6. Review station 6 — A written resolution needs clear scope
Principle: A simulated agreement should identify parties, obligations, timing, conditions and unresolved issues. Signing can have real consequences, so all class agreements are unsigned fictional drafts. An unclear statement of peace is not the same as a complete, lawful settlement.
Record: A fictional room-sharing draft says Everyone will be reasonable and omits times, responsibilities and what happens if a room is unavailable.
An editor says: The short story proves every legal issue and no qualification is needed. Write a three-part correction:(a)answer Which concrete terms should be clarified? (b)name the key supporting detail;(c)state the remaining limit. Use the printed principle.

intro-law-l159-q06

Optional guided retry

Optional guided retry for Unit 16 review: Negotiation, mediation and oral advocacy:
Model record:ten folders were owed,eight arrived,and each missing folder has a stipulated recoverable loss of three units. No other recoverable loss is supplied. An advocate has 90 seconds to argue that the fictional missing-folder record supports a stipulated 6 loss, not an unsupported 600 penalty.
Read this principle: An oral argument should state the requested result, rule, relevant facts, application and strongest limitation. Listening and answering a question matters more than volume or theatrical confidence. Offer a written script or private in-person presentation with equal reasoning criteria.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Unit 16 review: Negotiation, mediation and oral advocacy:
Original: Model record:ten folders were owed,eight arrived,and each missing folder has a stipulated recoverable loss of three units. No other recoverable loss is supplied. An advocate has 90 seconds to argue that the fictional missing-folder record supports a stipulated 6 loss, not an unsupported 600 penalty.
Changed fact: The decision maker asks whether both folders later arrived with no remaining model loss.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains.
Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas State Law Library: Legal Research for Beginners

Exact URL: https://guides.sll.texas.gov/legal-research-for-beginners
Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Mediation
Exact URL: https://www.law.cornell.edu/wex/mediation
Jurisdiction/scope: US academic secondary overview; program and state law vary
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mediator ordinarily facilitates rather than imposes a merits decision; an agreement can have legal consequences.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Arbitration
Exact URL: https://www.law.cornell.edu/wex/arbitration
Jurisdiction/scope: US academic secondary overview; agreement and governing law matter
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Authority, scope, binding effect and review are not universal. Course does not adopt a blanket claim about all arbitration.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.

160. Unit 16 assessment: Negotiation, mediation and oral advocacy

intro-law-l160 | suggested week 32 | about 40 minutes;split sessions as needed

Objective

Integrate unit rules, facts, source limits and fair counterarguments.

Instruction

Not every dispute must end in a trial. Negotiation involves parties seeking agreement; mediation adds a facilitator who ordinarily does not impose a decision; arbitration can involve a decision maker under an agreement and governing law. Binding effect, confidentiality and enforceability vary, so never promise that all ADR is private, voluntary at every stage or automatically final. Advocacy should use accurate rules, fair treatment and supported facts. Oral practice may be recorded privately, in person, or replaced with an equivalent written script. No actual settlement, waiver or signature is assigned.

Assessment directions: This is an open-resource application assessment. The principles and fictional records are supplied in the questions so that access to a website or earlier paperwork is unnecessary. Work independently at first if appropriate; then a parent may discuss reasoning and invite a correction. Label any assistance. Use IRAC where requested, show units in calculations, and distinguish a supplied rule from an actual legal claim. There is no assigned pass threshold or fixed deadline. The parent may split a longer assessment across sessions.

Reasoning example below is separate from the assessment records; use its method, not an unsupported outcome.

Method: First identify the actor and issue. Read the supplied principle as a limited model or overview, not a universal rule. Mark agreed facts, allegations and unknowns. Link a fact to each relevant condition. Consider a different interpretation and state a conditional conclusion when authority or facts are incomplete. Your reasons matter more than choosing a side. Use only the fictional record; no real case, private document or external contact is needed.

Safety: Legal education only, not individualized legal advice. All disputes and records are fictional classroom simulations. Do not file, pay, contact police/courts/parties, visit a courthouse, investigate a real person, or disclose private family/case information. Use supplied facts; personal disclosure is never required. Written or private in-person alternatives replace every recording activity.

Worked teaching example

A proposed room is too small under the supplied capacity rule. Splitting time does not cure its inadequate capacity. Negotiation evaluates feasibility and alternatives, not merely compromise as a virtue. If no option meets the constraints, a no-agreement result can be reasoned and legitimate in the simulation.

Numbered assignment

1. Assessment record — unit 16, Positions and underlying interests
Supplied principle: A position is a stated demand; an interest is a concern the demand may serve. Identifying interests can reveal options without requiring a party to surrender rights. Do not assume a person’s motives beyond the supplied facts.
Original facts: Two fictional clubs both demand the same display table. One needs visible space for posters; the other needs a flat surface for assembling models.
Assessment change: The second club’s task also requires proximity to an electrical outlet.
Analyze the changed record in four labeled parts: issue, relevant rule, application and a qualified conclusion. Identify the original inference that must be revised or explain why the same limit remains. No

real legal outcome is requested.

intro-law-l160-q01

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2. Assessment record — unit 16, Negotiation uses options and limits
Supplied principle: Generate multiple possible agreements, compare objective criteria and recognize a no-agreement alternative. Cooperation is not coerced consent. A simulated negotiation may end without agreement if the options do not satisfy lawful limits and informed preferences.
Original facts: Fictional clubs can use room A at noon or room B at one; one club has a suppliednoon-only availability.
Assessment change: Both rooms are unavailable under a corrected schedule.
Analyze the changed record in four labeled parts: issue, relevant rule, application and a qualified conclusion. Identify the original inference that must be revised or explain why the same limit remains. No real legal outcome is requested.

intro-law-l160-q02

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3. Assessment record — unit 16, Mediation is facilitation, not a guaranteed verdict
Supplied principle: A mediator helps parties communicate and explore agreement; the mediator ordinarily is not the judge who imposes the outcome. Applicable programs, agreements and law affect confidentiality and enforceability. Do not promise that every statement is absolutely confidential or every mediation ends in settlement.
Original facts: A fictional mediator announces I can require this settlement because I am the mediator, with no other decision-making authority supplied.
Assessment change: The person is instead a separately authorized arbitrator under a supplied valid agreement.
Analyze the changed record in four labeled parts: issue, relevant rule, application and a qualified conclusion. Identify the original inference that must be revised or explain why the same limit remains. No real legal outcome is requested.

intro-law-l160-q03

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4. Assessment record — unit 16, Arbitration depends on authority and governing law
Supplied principle: Arbitration can place a dispute before an arbitrator under an agreement or other authority. Scope, binding effect, review and enforceability require careful legal analysis. An arbitration label does not automatically cover every person, issue or remedy.
Original facts: A fictional clause covers disputes about delivery, but one party assumes it necessarily decides an unrelated dispute with a person who never agreed.
Assessment change: Both parties and the stated delivery issue are expressly within a valid supplied classroom agreement.
Analyze the changed record in four labeled parts: issue, relevant rule, application and a qualified conclusion. Identify the original inference that must be revised or explain why the same limit remains. No real legal outcome is requested.

intro-law-l160-q04

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5. Assessment record — unit 16, Oral advocacy is structured reasoning
Supplied principle: An oral argument should state the requested result, rule, relevant facts, application and strongest limitation. Listening and answering a question matters more than volume or theatrical confidence. Offer a written script or private in-person presentation with equal reasoning criteria.

Original facts: Model record: ten folders were owed, eight arrived, and each missing folder has a stipulated recoverable loss of three units. No other recoverable loss is supplied. An advocate has 90 seconds to argue that the fictional missing-folder record supports a stipulated 6 loss, not an unsupported 600 penalty.
Assessment change: The decision maker asks whether both folders later arrived with no remaining model loss.
Analyze the changed record in four labeled parts: issue, relevant rule, application and a qualified conclusion. Identify the original inference that must be revised or explain why the same limit remains. No real legal outcome is requested.

intro-law-l160-q05

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6. Assessment record — unit 16, A written resolution needs clear scope
Supplied principle: A simulated agreement should identify parties, obligations, timing, conditions and unresolved issues. Signing can have real consequences, so all class agreements are unsigned fictional drafts. An unclear statement of peace is not the same as a complete, lawful settlement.
Original facts: A fictional room-sharing draft says Everyone will be reasonable and omits times, responsibilities and what happens if a room is unavailable.
Assessment change: A revised draft assigns times and tasks but still fails to identify the room.
Analyze the changed record in four labeled parts: issue, relevant rule, application and a qualified conclusion. Identify the original inference that must be revised or explain why the same limit remains. No real legal outcome is requested.

intro-law-l160-q06

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7. Comparison task: Use these two records.
A: Two fictional clubs both demand the same display table. One needs visible space for posters; the other needs a flat surface for assembling models.
A principle: A position is a stated demand; an interest is a concern the demand may serve. Identifying interests can reveal options without requiring a party to surrender rights. Do not assume a person’s motives beyond the supplied facts.
B: A fictional room-sharing draft says Everyone will be reasonable and omits times, responsibilities and what happens if a room is unavailable.
B principle: A simulated agreement should identify parties, obligations, timing, conditions and unresolved issues. Signing can have real consequences, so all class agreements are unsigned fictional drafts. An unclear statement of peace is not the same as a complete, lawful settlement.
Name one distinct issue in each and explain why the rule for A cannot simply replace the rule for B.

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8. Research-limits task: For the changed record in Mediation is facilitation, not a guaranteed verdict, identify the relevant jurisdiction/source type from the printed cards and two checks needed before any actual-case conclusion.
Record: A fictional mediator announces I can require this settlement because I am the mediator, with no other decision-making authority supplied.
Change: The person is instead a separately authorized arbitrator under a supplied valid agreement.

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Optional guided retry

Optional guided retry for Unit 16 assessment: Negotiation, mediation and oral advocacy:
Fictional clubs can use room A at noon or room B at one; one club has a suppliednoon-only availability.
Read this principle: Generate multiple possible agreements, compare objective criteria and recognize a no-agreement alternative. Cooperation is not coerced consent. A simulated negotiation may end without agreement if the options do not satisfy lawful limits and informed preferences.
Make two boxes:one supplied fact and one legal condition. Draw an arrow explaining their connection. State one thing the record does not establish.

Optional extension

Optional transfer challenge for Unit 16 assessment: Negotiation, mediation and oral advocacy:
Original: Fictional clubs can use room A at noon or room B at one; one club has a suppliednoon-only availability.
Changed fact: Both rooms are unavailable under a corrected schedule.
Write a two-column before/after analysis. Identify exactly what changed and what legal question remains.
Suggest one fictional additional record that could clarify a genuinely missing fact,or explain why no additional fact is needed under a stipulated model. Do not create a real record,contact anyone or invent authority.

Supplemental sources (not required)

Supplied offline source card
Title: US Courts: Civil Cases
Exact URL: https://www.uscourts.gov/about-federal-courts/types-cases/civil-cases
Jurisdiction/scope: US federal judiciary official overview
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Complaint, service, discovery, settlement, trial and typical preponderance standard; not a Texas procedural manual.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Contract
Exact URL: https://www.law.cornell.edu/wex/contracts
Jurisdiction/scope: US academic secondary overview; state law varies
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mutual assent, consideration, capacity, legality and remedies. Academic explanatory source, not Texas binding authority.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Texas State Law Library: Legal Research for Beginners
Exact URL: https://guides.sll.texas.gov/legal-research-for-beginners
Jurisdiction/scope: Texas official public-library guidance
Source type: official-government-explanatory-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Distinguishes primary law from explanatory secondary sources. Free public guide; account-only databases/books not required.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Mediation
Exact URL: https://www.law.cornell.edu/wex/mediation
Jurisdiction/scope: US academic secondary overview; program and state law vary
Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Mediator ordinarily facilitates rather than imposes a merits decision; an agreement can have legal consequences.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Supplied offline source card
Title: Cornell LII/Wex: Arbitration
Exact URL: https://www.law.cornell.edu/wex/arbitration
Jurisdiction/scope: US academic secondary overview; agreement and governing law matter

Source type: academic-secondary-overview
Verified: 2026-11-07 (America/Chicago CST; dated reading, not an ongoing guarantee)
Reading purpose and limits: Authority, scope, binding effect and review are not universal. Course does not adopt a blanket claim about all arbitration.
Outside browsing is supplemental. Use this printed metadata and the lesson’s original principle to complete the exercise offline.

Submit typed numbered responses; or handwritten photo; or a printed page scanned as image/PDF; or a parent-paper completion log with the actual paper retained. Optional private audio/video may replace written explanation if each numbered task is identified. Each image/PDF/audio/video file must be at most 4 MiB and pass the app’s type/signature checks; use short clips or an equally detailed written script instead of a large file. An HTTPS reference may be stored as text only: it is not opened or evaluated automatically. Do not submit ZIP/code files or private records.