

Discussion Questions for Week 1

A "threaded discussion" is a discussion forum that allows students to respond to questions posted by the professor (original responses), which can then be read by other users who add their own comments in response (secondary postings). Unlike chat rooms and other "real-time" interaction forums, threaded discussions do not require different users to be logged on at the same time.

Discussion questions are assigned each week. **Original responses to these questions must be posted by Thursday at 11:59PM.** Original responses must be at least **250 words** and must incorporate concepts from the lectures and assigned readings.

Secondary Responses/Postings: Each student must post **two or more** secondary responses to other students' postings **for each discussion question.** Secondary responses are due by **11:59PM on the Monday following the week in which the questions were assigned.** They must be a minimum of **150 words** and, like original responses, should incorporate concepts from the lectures and assigned readings. Students are encouraged to embark on interactive discussions that go beyond the minimum number of secondary postings.

Although the discussion board is expected to be student-driven, professors will be participating in the discussions as well.

DQ 1.1: Do you agree with the decision in *Hayes v. The Oakridge Home*? If you do, can you imagine any circumstances in which you would not be willing to uphold a nursing home arbitration agreement? If you disagree with the decision, can you imagine any circumstances in which you would permit nursing home residents to sign binding arbitration agreements?

DQ 1.2: Under what circumstances, if any, is it appropriate for employers to require employees to sign arbitration agreements as a condition of employment? If you believe that employers' use of arbitration agreements should be limited, how should these limits be set? Should Congress set specific limits through an amendment to the Federal Arbitration Act, or should courts apply the doctrine of unconscionability to evaluate employment arbitration agreements on a case-by-case?