A PENNSYLVANIA COLLEGE STUDENT’S LEGAL GUIDE
For many of us, the college years will be some of the best years of our life … unless we get into trouble with the law. From parking tickets and lease agreements, to DUIs and drugs, this booklet provides a guide to common legal issues facing college students. The Law and U is intended for general use and to help you avoid common mistakes. It is not intended as a substitute for legal advice. Legal conclusions depend upon the facts in each case. If you need legal advice, you should consult an attorney.

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The Law and Your Relationships

Sexually Transmitted Diseases (STDs), also known as Sexually Transmitted Infections (STIs), are spread during vaginal, anal and oral sex or by contact with infected blood (sharing needles). According to the Centers for Disease Control and Prevention, approximately 19 million new STDs occur each year, almost half of them among people ages 15 to 24. Some STDs have symptoms, while others do not. However, all are serious and can cause serious health complications if not treated.

**STDs and the Law**

In today’s society, we have a duty to avoid causing an unreasonable risk of harm to others. In other words, don’t do something that you know will hurt someone. In Pennsylvania, this duty extends to sexual partners. Partners who know that they are infected with an STD are increasingly being held responsible for spreading the disease to an unknowing partner.

In order to have a valid claim, an attorney must prove that the person accused of transmitting the disease knew that he or she was infected. The specific disease involved is also important in the outcome. Knowingly transmitting HIV or herpes, both incurable lifelong conditions, is grounds for civil lawsuit. However, many curable STDs such as gonorrhea or syphilis may not warrant a lawsuit.

If you think you are infected with an STD, check out these resources for more information:

- [www.health.state.pa.us](http://www.health.state.pa.us)
- [www.cdc.gov/hiv/](http://www.cdc.gov/hiv/)
- [www.ashastd.org](http://www.ashastd.org)

**Sexual Assault**

Sexual assault includes forced sexual conduct or penetration without the victim’s consent or when the victim is underage. These types of crimes often are called rape, sexual assault, sexual conduct, or sexual battery. Sexual assault is motivated by the need to control, humiliate, and harm. It is not motivated by sexual desire. Rapists use sex as a weapon to dominate and hurt others.

If you are the victim of forced sexual contact, call the police immediately without showering first. For additional help, contact the Pennsylvania Coalition Against Rape (800) 692-7445 or [www.pcar.org](http://www.pcar.org).

**Domestic Violence**

If you are in a relationship characterized by abusive behavior or your partner uses fear and intimidation to gain power and control over you, you should seek...
immediate assistance. Abusive behavior includes physical battering, emotional abuse, economic abuse, sexual abuse, and may involve children, pets, threats, intimidation and isolation. Call the National Domestic Violence Hotline right away if you or someone you know is in this situation and you need advice: (800) 799-7233. They are also available at www.ndvh.org.

Many counties have local shelters available. The Pennsylvania Coalition Against Rape website lists numerous shelters at www.pcar.org/contractor/search.

**Protective Order**
To stop an alleged abuser who is a family or household member, sexual or intimate partner, file for a Protection from Abuse Order at your local courthouse. A Protection from Abuse Order is a civil order that provides protection from harm by family or household members, sexual or intimate partners or persons who have a child in common. The order offers civil legal protection from domestic violence to both female and male victims.

Procedures vary from county to county. A typical PFA order provides no contact and forces the abuser out of the home for several months. If the abuser fails to stop, he or she will face serious legal consequences. Other abusers may face criminal prosecution and jail.

**Stalking**
Stalking is a legal term for repeated harassment or other forms of invasion of your privacy that results in fear or danger. Pennsylvania law states that stalking occurs when a person engages in a course of conduct, including following you without proper authority, under circumstances which demonstrate either an intent to place you in physical harm or to cause substantial emotional distress.

A letter of warning from your attorney or a call from the police to an alleged stalker or person harassing you is sometimes all it takes to get that person to stop. This action can serve as a first step the next time it happens.

**Harassment**
A person commits the crime of harassment when, with intent to harass, annoy or create fear, he or she: Subjects the other person to physical contact, or attempts/threatens to do the same; Follows the other person in or about a public place or places; Communicates to or about the victim with any lewd, lascivious, threatening or obscene words, language, drawings or caricatures; Communicates repeatedly in an anonymous manner or at extremely inconvenient hours, etc.

For more information, visit www.ncvc.org/src/main.aspx?dbID=DB_Pennsylvania206
Sexual Harassment at Work and School

Sexual harassment is a form of sex discrimination occurring when there is deliberate or repeated use of sexual comments, attempted physical contact, or actual physical contact in the workplace or academic environment that creates a hostile environment for the recipient. Sexual harassment involves knowledge that a sex-based condition is being imposed in exchange for personal advancement, academic achievement, or any other benefit.

Sexual harassment is a form of sex discrimination that violates Title VII of the Civil Rights Act of 1964. Title VII applies to employers with 15 or more employees, including state and local governments, schools and universities. Title VII covers intentional and unintentional acts of discrimination in the workplace.

Sexual harassment may be defined as unsolicited, offensive behavior that inappropriately asserts sexuality over status as a student or employee. It includes practices ranging from direct requests for sexual favors, to workplace conditions that create a hostile environment for persons of either gender, including same sex harassment. When it occurs in the classroom or in the workplace, sexual harassment can threaten a person’s academic status and economic livelihood. It is important to recognize that the victims of sexual harassment are primarily, but not exclusively, women, and that sexual harassment takes many different forms.

If you find yourself being harassed, tell the perpetrator directly that the conduct is unwelcome and must cease immediately.

The following strategies may also be employed:

- Keep a written record of what happened and when it took place
- Determine whether any other students or co-workers have been harassed. Support makes for a stronger position when making a formal complaint
- Seek support from a trusted friend
- Learn how to combat verbal and physical forms of harassment by enrolling in assertiveness training and self-defense classes

You should tell your employer by using the appropriate grievance reporting system. For more information, call the Equal Employment Opportunity Commission at (800) USA-EEOC or visit www.eeoc.gov. You can also call the Pennsylvania Human Relations Commission at (717) 787-4410 or visit www.phrc.state.pa.us.
For further information on grievance procedures, campus-wide contacts, and where to go to register complaints about sexual harassment, contact your campus counseling center.

Many universities offer an online training program for preventing harassment and discrimination in the workplace. Check with your school’s human relations office to gain access to the program. The primary goal of these courses is to enable both students and faculty to identify prohibited harassing behaviors, including sexual harassment.

Victims can also contact the Victim’s Resource Center in Pennsylvania, toll-free at (866) 206-9050 or online at www.vrcnepa.org. The Center provides a 24-hour phone hotline, 24-hour response to medical requests, support groups and counseling. The Center is private, confidential, and its services are free.

The Pennsylvania Coalition Against Rape (PCAR) is an organization working at the state and national levels to prevent sexual violence. If you have been a victim of sexual violence and are seeking information, referral or resources, call their toll free hotline at (888) 772-7227.

If you are a victim, you may be eligible for monetary and other compensation for most crimes committed in Pennsylvania or involving a Pennsylvania resident. If you are a victim of domestic violence, you may be entitled to protection from the court. Victims have a right to have input in a criminal’s sentencing.

**Joint Purchases**
If you are in a serious relationship and make significant joint purchases, including the purchase of pets, you should set up a written agreement, often called a co-habitation agreement. This will help both partners protect their money and belongings, particularly should the relationship end.

**Parenting**
If you have an intimate relationship that produces a child, both parents usually have an equal right to custody of the child. This means that neither parent has a superior right to custody unless a judge so orders. If a court grants one parent physical custody, the other parent is usually entitled to partial physical custody or visitation and is next in line to exercise physical custody rights if the custodial parent becomes unable to care for the child. If your relationship produces a child, you may have to pay to support that child, even if you are a full-time college student and even if the pregnancy was unplanned, accidental, or followed a woman’s misrepresentation regarding her ability to produce a child. The role of parent is always a person’s first financial and legal obligation.
Logging On to the Law: Common Internet Issues

The Internet makes life easy, but it also provides countless new opportunities for thieves and scam artists. Here are some helpful tips as you surf the Web.

Identity Theft

Online identity theft is one of the nation’s fastest growing crimes. It has affected millions of people and cost businesses and industries billions of dollars.

If you believe you are a victim of identity theft, take these steps immediately:

1. Call the three major credit bureaus, and ask for a “fraud alert” to be put on your file. Ask them to include messages on your credit report indicating that no new credit should be granted without your personal approval. The three major credit bureaus and their phone numbers are: Equifax, (800) 525-6285, Experian, (888) 397-3742 and Trans Union, (800) 680-7289.

2. Call your bank or credit card and close any accounts that may have been violated. If you want to open a new account, choose a non-obvious password and ask that it be required for any future changes to the account.

3. File a police report. You may need proof of the crime when dealing with creditors, so get a copy of the report, or the report number. The Federal Trade Commission (FTC) collects information on ID theft. They can be helpful in solving the crime, and for providing advice. Call them at (877) ID-THEFT.

Here are some tips designed especially for students from the Department of Education:

- Memorize your Social Security number and passwords, and don’t record your passwords on papers you carry with you
- Don’t use your date of birth as your password
- Shred pre-approved credit applications and other financial documents before discarding them
- Order credit reports every year from each of the major credit reporting agencies and thoroughly review them for accuracy
- Never give personal or financial information over the phone or Internet unless you initiated the contact
- Don’t carry your Social Security card or birth certificate with you
- Report lost or stolen credit cards immediately
- Check your monthly credit card and bank statements for unusual activity
- Use a firewall program on your computer, especially if you leave your computer connected to the Internet 24 hours a day
- Do not download files sent to you by strangers or click on hyperlinks from people you don’t know
Copyright and Intellectual Property

Just because something is posted on the Internet doesn't mean it can be downloaded and used for free or without permission. Artists, writers, musicians and web designers spend a lot of time creating their material, and while most of them want you to view the material on their website, they prefer that you not download it for use on your own website without permission.

From a legal standpoint, works are copyrighted when they are “fixed”; that is, when the idea is first set down in some tangible medium. The creator does not have to register his work to get copyright protection, that is automatic. In the United States, with some exceptions, copyright protection extends for 70 years beyond the death of the creator. When a copyright expires, the work is said to be “in the public domain.” This means you can use it without asking for permission. However, before doing so, check to make sure that you’re using the original edition and not some later edition that might still be under copyright. Some artists also permit use of their work with permission and credit, but you must have that permission first.

The US is a signatory to the Berne Copyright Convention, and will assist other countries in enforcing copyrights issued in those countries. Consequently, if you want to use material from a foreign website, you may probably assume it’s under copyright in that country, and that the copyright can still be enforced in the United States.

This protection also covers works you create. When you draw a picture, write a story or a paper, design a website, write a song or create anything that is copyrightable, you have the rights to control how and when your creation is used. If someone uses your work without permission, you have the right to tell him to stop or face legal action. For more information, please see the U.S. government’s copyright website at www.copyright.gov.

Copyright also covers “derivative” works, or works based on a copyrighted original. Thus, you cannot make changes to an original without the copyright owner’s permission. For example, you may not make a digital copy of a song under copyright and make your own mix.

Downloading copyrighted material such as songs or movies is illegal, even if you own a fixed copy on CD or DVD. Many people have been sued for downloading such media, and you can face criminal penalties.

The copyright law in the US also makes a provision for “fair use.” This means that you may use small portions of a copyrighted work without permission. You
may use small portions for academic research, scholarly criticism and classroom use.

There is a collection of media that is either free to use or has minimal restrictions. Creative Commons operates under the principle that information should be shared, and that creators should decide what rights they’re willing to give up and which they want to keep. Artists who post their works at the Creative Commons website will generally allow you to use them with minimal restrictions: Visit www.creativecommons.org.

**Online Privacy**

Thanks to the Internet, it’s possible to instantly share thoughts, photos and videos. Setting up an account takes just a few minutes, and once complete, your material is there for anyone to see and discuss, and then share with more people. Some employers search for information about the people they’re considering hiring to try to get a sense of the candidate’s character. Some companies also do routine searches to see what’s being said about them.

Unfortunately for you, anything posted on the Internet is fair game. Anyone can find your personal website or blog or social networking page and leave cruel or inappropriate comments or make judgments based on what you or others post.

Things you can do to keep this from happening to you:

Be careful about what you post to a social networking website like Facebook. Your friends may think your spring break photos are funny, but a potential or current employer might not.

Do a periodic search of your real name and any nicknames you use online. Keep track of where your name appears, and if there is anything inappropriate or scandalous said about you, rebut those comments or ask the site owner to delete them. Be polite and persistent in your requests. You may also want to contact an attorney if the comments are particularly damaging.

Privacy means nothing if you friend everyone who asks. Do some basic research to find out who wants to friend you, and visit their accounts to see what they generally post.

If you must post to a blog or other networking site, don’t do it from work; do it on your own time and on your own computer. You can be fired for misusing company equipment and resources. If you use university computers or Internet access, check the policy about social networking site usage.

Finally, if you find information posted about you that is damaging to your reputation, you may want to consult a lawyer. An attorney can help you decide on a suitable plan to repair your reputation and hold those responsible accountable.
**Cyber-bullying**

Cyber-bullying means using electronic communications like the Internet to harass, stalk or annoy. Some states and schools are launching anti-bullying initiatives to stop this crime.

Anyone who sends a message with the intent to harass, stalk or annoy a victim faces a fine or imprisonment.

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**Experts recommend these strategies for preventing harassment:**

Don’t give anyone access to your personal information. If you register for a social networking website like Facebook, use an email address that can’t be traced to where you live or attend school. Yahoo, Hotmail and Google all offer free email services that are useful for such sites.

You decide who has access to your profile. Don’t “friend” people just because they ask. Find out who is asking you to friend them and why.

You may also want to delete social networking profiles, or make them private. You can also block the person harassing you from your e-mail and social networking profiles.

If someone starts harassing you through email, instant messenger, cell phone text messaging or some other electronic channel, keep these messages and log your chats. They may help police track the person harassing you. You can also forward these messages to the person’s internet service provider (ISP) for investigation of abuse. The ISP may terminate the person’s account, or they may contact the police on your behalf.

If the person harassing you takes the harassment off-line by contacting you by phone or in person, contact the police. Save any messages. Keep a log of times and dates when the person contacted you. If the person contacts your friends, family or employer, ask them to keep notes on when the person made the contacts and what was said.

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**Hackers Beware**

The computer age has brought at least six new third degree felonies to the Pennsylvania Crimes Code. The relatively new laws make it illegal to use a computer to access other computers with the intent of disrupting the normal functioning of that computer or to use the computer to defraud or deceive. The new laws specifically prohibit using a computer to disrupt other services, stealing data from another computer, the unlawful duplication of data belonging to another and the distribution of computer viruses. The Code even recognizes the new crime of computer trespass, which is entering the computer of another to remove, erase or alter data, programs or software; to cause the other computer to malfunction; or to alter a financial instrument or an electronic funds transfer.
Road Trip? Make sure you know some of Pennsylvania’s basic vehicle and traffic laws before you hit the gas.

**Car Insurance**

Auto insurance protects you against financial loss in the event of an accident. Coverage varies by policy, but typically protects you against property damage to your vehicle, liability for injuries you cause to other people and property, and medical expenses that you or your passengers may incur. The law requires all Pennsylvania motor vehicle owners to maintain vehicle liability insurance on all currently registered vehicles.

Minimal insurance coverage in Pennsylvania includes:
- $15,000 for injury or death of one person in an accident
- $30,000 for injury or death of more than one person in an accident
- $5,000 for damage to property of another person

Keep your insurance identification card in your car at all times as it serves as proof of your coverage. If you cannot show an officer a valid insurance card, the police officer will cite you for driving without insurance and, if convicted, your vehicle registration and driver’s license will be suspended for three months each.

If you get caught driving without insurance, you may face:
- A minimum of $300 fine for driving uninsured
- A three-month suspension of your driver’s license
- $50 restoration fee to restore your driver’s license
- A three-month suspension of your vehicle registration
- $50 restoration fee to restore your vehicle registration
- That vehicle may not be driven by anyone while the registration is suspended

For more information, visit [www.dmv.state.pa.us/forms/vehicleInsuranceForms.shtml](http://www.dmv.state.pa.us/forms/vehicleInsuranceForms.shtml).

**Drinking and Driving**

Driving while under the influence of alcohol or drugs is a crime. You may hear references to: Driving under the influence (DUI), Driving while intoxicated (DWI), Operation Under the Influence (OUI) and Operating a Motor Vehicle Intoxicated (OMVI).
The bottom line is this - it is unlawful for you to operate a car, truck, motorcycle or any motor vehicle if you are under the influence of alcohol, illegal drugs, prescribed medication such as painkillers, or even over-the-counter medications such as antihistamines. It may also be unlawful to ride a horse, operate a bicycle, boat or even a Zamboni while intoxicated. It is important to note that the vehicle does not need to be in motion for you to be charged. In fact, police do not even have to observe you behind the wheel in certain situations. In most states, a person may be charged if in actual physical control, seated in the driver’s seat, in possession of the ignition key and capable of starting the motor.

Pennsylvania law grades the offense by blood alcohol content (BAC)

- Underage zero tolerance: 0.02% and above
- Driving a commercial motor vehicle: 0.02% and above
- General impairment: 0.08% to 0.0999%
- High BAC: 0.10% to 0.159%
- Highest BAC: 0.16% and up

Penalties for general impairment, first offense:
- 48 hours in jail
- Up to six months of probation
- $300 fine
- Mandatory alcohol highway safety school
- Alcohol and drug treatment

Penalties for higher blood alcohol contents and for repeat offenders are much stiffer and can result in a license suspension of 18 months, as many as five years in jail and a fine of up to $10,000.
More Bad News

If anyone is injured as a result of your driving while impaired, you could face additional criminal charges and civil liability for the injuries you’ve caused. A DUI arrest stays on your driving record for ten years and will stay on your criminal record until it is expunged by the Court. A DUI charge can affect your future and jeopardize your career, including your ability to get a professional license. Your car insurance rates may increase after an arrest. Some insurance agencies may cancel your policy and others may refuse coverage. If you refuse to take a blood or breath test, your driving privileges can be revoked for one year, even if you win the DUI case. The Accelerated Rehabitive Disposition (ARD) program is available on a county by county basis for first time offenders. In addition to specific limitations set by individual District Attorneys’ Offices, you are not eligible for ARD if you were involved in an accident that kills someone or causes serious injury, or if you had a passenger under the age of 14.

ARD provides for a suspension of the criminal prosecution while the accused completes a program designed to identify the driver’s alcohol problem and provide treatment. ARD programs may require a license suspension of up to 90 days. You must attend and complete alcohol highway safety school as part of ARD. If it is deemed necessary you also will need to attend a licensed alcohol or drug treatment program. If you successfully complete an ARD program, you are eligible to have the charge dismissed, however if you are charged with another DUI within 10 years, that subsequent offense will be considered a second offense.

For more details about Pennsylvania’s DUI laws, including implied consent to blood alcohol content testing and driving impaired by medication, visit: www.dmv.state.pa.us/legislation/dui.shtml

Traffic Violations

Unlike scoring points in basketball and football, driving points are bad. Moving violations result in monetary fines, points, which may raise your car insurance rates, and even possibly suspend your operating privilege.

Many Pennsylvania moving violation convictions add points to your driving record. After six points, you will be required to take a special written examination to keep your license. If you pass this test within 30 days of being notified, then two points will be removed from your driving record.
After 12 months without being convicted of another violation three points may be removed from your record. Traffic tickets must be settled with the magisterial district court of the municipality in which you were cited. Follow the instructions on the citation. All courts accept cash and checks. Some courts allow you to pay traffic tickets online. When you pay a ticket it counts as a guilty plea and you’ll get points. You always have the option to fight the ticket in court if you disagree. Appear in court on the date and time listed on the ticket. You will have the opportunity to plead innocent and be scheduled for a trial.

If you don’t pay the fine by the deadline displayed on your ticket or appear in court on the date specified, the traditional judicial response is to issue a bench warrant. A bench warrant is a variant of an arrest warrant which authorizes the immediate on-sight arrest of the individual subject to the bench warrant. Sometimes drivers, stopped for a routine matter such as a faulty turn signal, are surprised when they are taken into custody to address a bench warrant issued years earlier for an infraction as minor as a parking ticket.

**Parking Tickets**
Unpaid parking tickets can hurt your credit and result in a bench warrant. http://www.dmv.state.pa.us/insurance/ppa_suspension.shtml

**Music**
You can be pulled over if the music in your car is too loud. If the police can hear it from 50 feet away, it’s too loud.
Seat Belt Safety
There should not be more passengers than seat belts in a vehicle. Also, Pennsylvania law requires that all drivers and front-seat passengers be secured in a properly adjusted seat belt.
http://www.dmv.state.pa.us/pdotforms/pa_driversmanual/chapter_5.pdf

Tinting
If you are considering tinting your vehicle windows, be sure the tinting complies with the laws in the state where the vehicle is licensed. If the level of tint is above the amount allowed by law, drivers will be cited and fined.
http://www.dmv.state.pa.us/pdotforms/fact_sheets/fs-sun.pdf

Vehicle Modifications
Any vehicle modification that makes it different from the way it was originally manufactured and registered will usually need state approval. Many minor vehicle modifications can be carried out without approval, but they must still comply with the regulations. Before making any modifications, find out if approval is required. Your local Pennsylvania vehicle inspection station and the licensed inspector can offer advice on modifications permitted by Pennsylvania vehicle inspection laws. It is also suggested that you talk over the modifications with your insurer. Failure to do this could result in a subsequent insurance claim being denied. Generally, modifications may not be completed if the change reduces the strength of the vehicle body, reduces the controllability or safety of the vehicle or causes danger to other people.
http://www.dmv.state.pa.us/pdotforms/inspections/enhanced_si_guide.pdf

Vehicle Searches
During a traffic stop a police officer may ask to search your vehicle. You may refuse but you should decline as politely and firmly as possible. Without a warrant or your consent, police have limited authority to search private places such as glove compartments or your trunk. During a traffic violation stop, the police can ask for driver’s license, proof of insurance, and registration. They can ask for a sobriety test and are allowed to pat down a person suspected of carrying a weapon. They may search around the driver’s seat and look through windows. If a more extensive search is required, police can make you wait or impound your vehicle while a search warrant is obtained.
The Perils of Partying

Public Drunkenness
If you appear in any public place to be under the influence of alcohol or a controlled substance, to the degree that you may endanger yourself, others or property, or even annoy people around you, you could be charged with a summary offense. You could face a maximum fine of $300 and a maximum jail time of 90 days.

Underage Possession or Consumption
It is illegal to drink if you are under the age of 21, even in the privacy of your own home or at a private party.

<table>
<thead>
<tr>
<th>Penalty</th>
<th>1st Offense</th>
<th>2nd Offense</th>
<th>Subsequent Offenses</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fine</td>
<td>0-$300</td>
<td>0-$500</td>
<td>0-$500</td>
</tr>
<tr>
<td>Jail</td>
<td>0-90 days</td>
<td>0-90 days</td>
<td>0-90 days</td>
</tr>
<tr>
<td>License Suspension</td>
<td>90 days</td>
<td>1 year</td>
<td>2 years</td>
</tr>
</tbody>
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Fake ID
You cannot use a fake driver’s license to obtain alcohol and it is illegal even to possess a fake ID.

<table>
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Underage Provision
Providing alcohol to someone under the age of 21.

<table>
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<tr>
<th>Penalty</th>
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</thead>
<tbody>
<tr>
<td>Jail</td>
<td>0-1 year</td>
</tr>
<tr>
<td>Fine</td>
<td>$1,000-$2,500</td>
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</table>
Open Container
You cannot walk around or drive with an open container or bottle of any type of alcohol. If you are arrested for an open container violation, your first offense could bring a fine of up to $300 and a jail sentence of up to 90 days.

Social Host Liability
Under Pennsylvania law there is no liability on the part of a social host for serving alcohol to adult guests. However, an adult who serves alcohol to an underage person may be convicted in criminal court and may be liable for damages incurred or caused by the minor as a result of the alcohol provided.

Drugs
Thinking of sharing? Think again….if you give, sell or even share your drugs or any controlled substance and someone dies as a result, you have committed murder in the third degree. That means if you are found guilty, you would be given a mandatory minimum sentence of at least five years in prison and a fine of $15,000.

Don’t forget that colleges are also considered to be drug-free school zones and if you are convicted of delivery or possession with intent to deliver and are on or within 1,000 feet of a college or university campus, you will face a sentence of a minimum of two years in prison with a maximum term of less than four years. If you sell to a friend under 18, you will face an additional minimum sentence of one year in prison.

If a friend asks you to sell or give them drug-free urine to help pass a drug test for employment, or any other reason, and you comply, you and your friend would be committing a misdemeanor of the third degree. This means that you both could face a fine that ranges anywhere from $250 to $5,000 and a prison term of up to 90 days.

If you administer drugs or any other intoxicants that substantially impair the victim’s ability to control his or her conduct so that you may rape or sexually assault them, you are committing a felony of the third degree. This means that you could face a fine of up to $5,000 and up to five years in prison.

Drug Possession and Trafficking
Whether or not you are caught with the minimum amount typically associated with drug distribution, you can be busted for selling any amount to an agent. In some circumstances you may be able to negotiate a lesser charge or plea bargain if you cooperate with the police and work with them in a controlled buy. In a controlled buy, you make a purchase under surveillance so police can arrest your
supplier. This is not always an option, and in many cases, it is very dangerous. There may be repercussions.

**Marijuana**

If you are caught with 30 grams or less of marijuana, you could spend up to 30 days in jail and face a fine of up to $500. If you are caught with more than 30 grams, you can face up to one year in prison and a fine of $5,000, although if it is your first offense, you may be able to seek probation. When the amount of marijuana involved is at least two pounds, but less than ten pounds or at least 10 live plants but less than 21 live plants, there is a mandatory minimum sentence of one year in prison and a fine of $5,000. If at the time of sentencing the defendant has been convicted of another drug trafficking offense the minimum is two years in prison and a fine of $10,000. When the amount of marijuana is at least 10 pounds, but less than 50 pounds, or at least 21 live plants but less than 51 live plants, the minimum sentence is three years and a fine of $15,000. If at the time of sentencing the defendant has been convicted of another drug trafficking offense the minimum is four years in prison and a fine of $30,000.

**Narcotics (Cocaine)**

When the combined weight of the compound or mixture containing the substance involved is at least 2.0 grams and less than 10 grams, the minimum sentence is one year in prison and a fine of $5,000. If at the time of sentencing the defendant has been convicted of another drug trafficking offense, the minimum is three years in prison and a fine of $10,000. When the combined weight of the compound or mixture containing the substance involved is at least ten grams and less than 100 grams, the minimum sentence is three years in prison and a fine of $10,000. If at the time of sentencing, the defendant has been convicted of another drug offense, the minimum is five years in prison and a fine of $30,000.

**Amphetamine**

When the combined weight of the compound or mixture containing the substance involved is at least five grams, the minimum sentence is 2 1/2 years in prison and a fine of $15,000. If at the time of sentencing, the defendant has been convicted of another drug trafficking offense, the minimum sentence is five years in prison and a fine of $30,000.

**Methamphetamine or Phencyclidine (PCP)**

When the combined weight of the compound or mixture containing the substance involved is at least five grams and less than ten grams, the minimum sentence is three years in prison and a fine of $25,000. If at the time of sentencing, the defendant has been convicted of another drug offense, the minimum is five years in prison and a fine of $30,000. When the combined weight of the comp-
ound or mixture containing the substance involved is at least ten grams and less than 100 grams, the minimum sentence is four years and a fine of $25,000. If at the time of sentencing the defendant has been convicted of another drug offense, the minimum is seven years and a fine of $50,000.

**Methaqualone (Quaaludes)**
When the combined weight of the compound or mixture containing the substance involved is at least 50 tablets, capsules, caplets or other dosage units or 25 grams and less than 200 tablets, capsules, caplets or other dosage units, or 100 grams, the minimum sentence is one year in prison and a fine of $2,500. If at the time of sentencing, the defendant has been convicted of another drug offense, the minimum is three years in prison and a fine of $5,000.

**Heroin**
When the combined weight of the compound or mixture containing the heroin involved is at least 1.0 grams and less than 5.0 grams, the minimum sentence is two years in prison and a fine of $5,000. If at the time of sentencing, the defendant has been convicted of another drug offense, the minimum is three years in prison and a fine of $10,000.

**Methylenedioxyamphetamine (Ecstasy, MDA, MDMA, MMDA)**
When the combined weight of the compound or mixture containing the substance involved is at least 50 tablets, capsules, caplets or other dosage units or 15 grams and less than 100 tablets, capsules, caplets or other dosage units, or 30 grams; it is a felony with a sentence of imprisonment not exceeding five years and a fine not exceeding $15,000 or both.

**Bath Salts**
In 2011, the Commonwealth amended the Controlled Substance Act to include drugs which are manufactured to mimic the effects of illegal drugs such as cocaine or heroin. They are sometimes referred to as Bath Salts. The law now lists these drugs as Schedule I controlled substances. The sale of bath salts can result in five years in prison or a $15,000 fine; possession can result in up to a year in prison and a $5,000 fine. Identical penalties now exist for synthetic cannabis, as well.

**Search and Seizure**
In Pennsylvania, whether you reside in a dorm, apartment or home, you have the right to demand that an officer obtain a search warrant prior to entering your place of residence to perform a search.
Home Sweet Home: All About Leases and Landlords

If you’re going to rent an off-campus residence, either alone or with roommates, MAKE SURE YOU ALL UNDERSTAND WHAT YOU ARE GETTING INTO. A lease, whether written or verbal, is a legal contract. You have rights and responsibilities, and so does the landlord.

Your Rights
Federal law protects you from discrimination in housing. This means landlords can’t refuse to rent to you, under the same terms as anyone else, because of your race, color, religion, gender, national origin, or physical disability. In some places, local law also protects you from discrimination based on sexual orientation.

There are some places in Pennsylvania where local zoning ordinances prohibit groups of “unrelated” persons from living in rental units in certain parts of town. These laws were written to keep students out of some neighborhoods and have held up in Pennsylvania courts. For more information on fair housing, contact the Pennsylvania Human Relations Commission at www.phrc.state.pa.us or the state Attorney General at attorneygeneral.gov. Students with disabilities who want more information about what they are entitled to under the law may consult the PHRC site at www.phrc.state.pa.us.

Inspect It!
If you find a place where you might want to live, it’s your job to check it out completely. You can’t rely on the landlord or the landlord’s agent to tell you if anything is wrong with the property.

Things to look for:

- Kitchen appliances in working order
- Adequate water pressure, no plumbing drips or leaks
- Working electrical outlets and wiring
- Walls and ceiling painted or papered without cracks
- Ventilation or air conditioning accessible
- Floors, railings and bathrooms in good repair
- An easy to use fire escape
- Safe and well lit stairs
- No rodents or insects
- Heating system in working order
- If furnished, check and write down condition of all items
- Windows and doors operational
- Weather-tight screens provided
- Secure doors and locks
If you spot a problem, ask the landlord or agent if it will be corrected. If you don’t want the place unless those items are addressed, ask them to write the items into your lease, and guarantee that they’ll be fixed before you move in. Then make sure that they have been corrected before you move in.

Some communities in Pennsylvania have officials who inspect and certify the health and safety conditions in rental units, and some don’t. Ask the owner or rental agent for the name of the city, borough, or township.

You can call the municipal office to find out if they inspect rental units. If they say yes, you can give them the address and find out if your place passed inspection.

Most places will be occupied when you look at them, which makes it difficult to spot problems. An apartment might look like a dump because it needs repairs, or it might look like a dump because the people living there are slobs.

The Fine Print

Once you find the place you want, in addition to “How much is the rent?” you should ask the owner or rental agent some basic questions:

- What is included in the rent (utilities, parking, furniture, appliances)?
- When is the rent due?
- Who is the owner?
- To whom and where should the rent be paid?
- Is a security deposit required?
- Who do I call if there are problems or repairs?
- Is there a lease?
- What are the terms (when does it start, when does it end, are there rules concerning pets, parties, etc.)?
- If it’s a written lease, may I see a copy?

If you have a parent or someone else who will help you with the lease, get a copy and review it with them. Some landlords who rent to students will ask the parents to co-sign. When this happens, the co-signers can be held responsible for any lease violations committed by you or your roommates.
**Choose Roommates with Care**

Make sure you know and trust anyone with whom you will share a rental space. Besides the obvious problems of living with the roommate from hell, YOU COULD BE HELD RESPONSIBLE for unpaid rent, damages, or other lease violations committed by your roommate(s).

Commonly, residential leases make you and your roommates “tenants in common,” which means you are all equally responsible for everything in the lease contract - and means that YOU could get kicked out if you paid your share of the rent and your roommate didn’t.

**The Lease**

The lease is a legal agreement between you and the landlord for renting a property. NEVER SIGN ANY LEASE BEFORE READING IT CAREFULLY. The lease can be oral (spoken) or in writing. If written, ask for and get a copy of the signed lease.

All leases should say: who the tenant and landlord are, the location being rented, the amount of rent and when it’s due, whether a security deposit was paid and if so, the amount, the length of time that the property is being rented (month-to-month or year-to-year) and who pays the utilities.

Make sure that all blanks are filled in or crossed out of the lease and that all changes are made before signing. EVERY agreement between you and the landlord must be put in the lease, including any promises by the landlord to make repairs.

Pennsylvania law requires that written leases and most other contracts be in plain language, which means they shouldn’t have a lot of technical terms, Latin phrases, or complicated sentences.

If you don’t understand something in the lease, ask for clarification.
The Security Deposit

During the first year of a lease, the amount of a security deposit cannot exceed two months rent. Beginning with the second year of a lease, a landlord cannot retain a security deposit of more than one month’s rent. Any security deposits greater than $100 held by a landlord must be placed in a bank in escrow.

Existing Damages

In order to avoid being blamed for damages that are there when you move in, take every step for self-protection. Before moving in, or the day you are moving in, make a list of all existing damages and repairs that need to be made. A copy of the list should be presented to the landlord and attached to the lease. If possible, take date stamped photographs and give copies to the landlord right away. Some landlords will “walk through” the place when you move in and record existing damage. Some will even take photos or a videotape. If they do, ask for copies and keep them for your records.

Changing the Lease

Any lease, written or oral, may be changed or modified if both landlord and tenant agree to the change. Some changes don’t require agreement from both parties. The landlord is permitted to make new rules and regulations after the lease goes into effect, but only to address the health of the tenants and the safety of the premises.

Written leases may explain how changes in the lease can be made--for example, the lease might say any changes must be in writing and signed by both the landlord and the tenant. In year-to-year leases, there is often a clause that states changes can be made after giving one month’s notice. READ YOUR LEASE CAREFULLY and if you don’t understand it, ask before you sign. Make sure you get receipts each month to prove you paid your rent.

To change an oral lease - or a written lease which does not say how changes are to be made - notice of a change must be given in writing, telling what change is desired and when it will take effect. Any change in the lease should take place at the beginning of a “new term.” This means that, in an oral, month-to-month lease, the landlord must give the tenant the notice at least one full rental period (in this case, one month) before the change is to take place.
Repairs
Written leases generally say who is responsible for different kinds of repairs. If the tenant has an oral lease, or a written lease that does not state who is responsible for repairs, the general rule is that the landlord is responsible for all major repairs and repairs necessary because of normal wear and tear. If the tenant caused the damage, the tenant may be responsible for repairing the damage. However, some leases prohibit tenants from doing any repairs or remodeling. In that case, the landlord can repair damage caused by the tenant and the tenant will be charged for the repair. You should keep records of any damages that are charged to you - or that you think will be charged to you.

When repairs are needed, it’s OK to phone the landlord to say what is wrong, but you should also put it in writing. Give the landlord a chance to make the repairs. If you have trouble getting the landlord to make repairs, you can: Call the municipal office where you live and see if there is a code enforcement officer who can look at damage, you can terminate the lease and move out, or arrange to have the repairs made yourself by a reputable repair person and deduct the cost from the rent. This procedure can be tricky if done without the landlord’s agreement.

Recent law in Pennsylvania gives the tenants more rights to stop paying some or all rent if the landlord does not make necessary repairs. Under the new “implied warranty of habitability” law, if the landlord fails to keep the premises in a reasonably fit condition, this may relieve the tenant from his obligation to pay part or all of his rent until the landlord corrects the situation. The law applies to both oral and written leases. “Necessary repairs,” in general, would be anything needed to correct substantial housing code violations. However, the law is very specific about how you can and can’t use this option. It is strongly recommended that you consult a lawyer before withholding rent.

The landlord is permitted to enter your premises at reasonable times (normally daylight hours) to inspect or to make repairs. He or she should notify you first.

Time to Move
You should check your lease, if there is a written one, and see if you must give notice before moving out. If the lease says nothing about giving notice, you are not required to do so if you move out when the lease runs out.
In college towns, it is common for landlords to show apartments and take leases for the upcoming year well in advance of the end of the current lease period. If you want to renew your lease, you should discuss it with your landlord as soon as possible. Under the new law of “implied warranty of habitability,” if a landlord refuses to make necessary repairs, you may, after proper notice, break the lease before it runs out. It is strongly recommended that you consult a lawyer before you exercise this option.

The rental unit should be left in the same condition as when you moved in. You may be held responsible for damages that you caused. You should take pictures of the property before leaving as a way of proving in what condition you left it. You should also return the keys to the landlord and ask for written proof that you returned the keys and left a forwarding address.

To get your security deposit back, give the landlord or his/her agent a forwarding address in writing at or before the time you move out. The landlord must, within 30 days from the date you move out return the security deposit, or send you a list of damages the landlord says you caused in the apartment, the cost of repairs, plus any extra money left over from the security deposit.

If you lived in the place for two years or more, after the second anniversary of the lease you are entitled to receive annual interest on all funds over $100 deposited with the landlord. The landlord is allowed to keep one percent per year of your deposit as administrative expenses.

If the landlord does not return the security deposit or does not provide the written list of damages within 30 days, you can sue the landlord for double the security deposit by going to a district justice’s office and filing a complaint against the landlord where you may sue to recover the full amount of the security deposit and the landlord cannot raise any defense or counterclaim for damages to the property, or you can sue for double the amount of the security deposit, but in this case, the landlord may counterclaim for damages to the property, up to the amount of the security deposit. In either case, the district justice will set a hearing date and you should show up prepared to show that the rent was paid (by showing receipts) and that the keys and the written forwarding address were given to the landlord when you moved out.
Uh, oh. Eviction
The landlord can evict you if the rental term of your written or oral lease is over, or you are behind in your rent, or if you have violated some clause in the lease.

The landlord needs no reason to evict you if you were given proper notice at the end of the term. The legal method for a landlord to evict a tenant is The Eviction Notice. The landlord must give you written notice of the reason for the eviction and the date the landlord wants you to leave.

Caution: if you have a written lease, read it carefully to see whether you have given up the right to receive this eviction notice. The eviction notice should be personally delivered to you or posted on the dwelling, not sent in the mail.

A written lease might say how many days notice must be given by the landlord before the landlord can evict. If the lease does not state how notice is required, the general rule is: If the term has ended, or if the landlord claims you have breached the lease, the landlord must give you 15 days notice if the lease is for less than one year and 30 days notice if the lease is one year or more. If you are behind in the rent, the landlord needs to give only 10 days notice.

If you are not out of the property by the end of the eviction notice period, the landlord can’t just throw you out. The landlord must follow the procedure through the district justice’s office, explained below.

Complaint
The landlord files a complaint with the district justice. A constable serves a copy of the complaint or tapes it to your door. You also get a copy in the mail. The complaint says that a hearing will be held at the district justice’s office on a particular day and time. The complaint always requests possession of the property and may ask for back rent or damages as well. If you have a claim to file against the landlord, your “counterclaim” may be filed before the hearing. Both the complaints will be heard at the same time.

The Hearing
At the hearing, both you and the landlord present your case. You may hire a lawyer to help you. You may bring papers, pictures, other evidence or witnesses to support your case. If the landlord wins the case, he or she will get a judgement for possession and you must move out. If you win, you may stay. The district justice may also decide whether the landlord or you owes the other money. If you don’t go to the hearing, the landlord wins by default.
If you do not agree with the decision, you have 30 days to appeal the case to the county court. If this happens to you and you got this far without a lawyer, you are going to need one at this point.

If the landlord wins a judgment for possession against you, he/she can enforce it through the local constable. The process takes at least 30 days. If you aren’t out by the deadline, the constable or sheriff can remove you and your possessions from the rental unit. Your belongings could be dumped outside or taken to a storage facility and you would have to pay the storage fee to get them back.

Your landlord cannot kick you out by telling you to move right away, changing locks, shutting off electricity, or any other “self-help” method other than the one outlined above. He/she cannot keep your belongings or sell them to pay back rent. If unpaid rent is the only reason for eviction, you can stop the process by paying the rent due, plus court costs, at any time before the constable comes to the door to put you out on the street. This won’t work, however, if your landlord also got a judgement against you for other lease violations.

Go to attorneygeneral.gov/uploadedFiles/Consumers/landlord_tenant_act.pdf for the complete text.

**Cover Your Stuff**

Some landlords, and some leases, say you have to have tenants’ insurance. Even if they don’t say it, it is a good idea. Your landlord’s insurance probably will not replace your stuff if the building is damaged or destroyed. In some cases, a student’s possessions may be covered by the parent’s homeowner’s insurance.
Most college students endure some sort of financial hardships throughout their higher education. The following general financial information can help you avoid problematic situations.

**Banking**
Ultimately, you want to find the right account at your financial institution that best fits your financial situation. There are banks, credit unions, savings or investment firms. Carefully evaluate the different qualities of institutions you may be interested in joining.

For college students it is important to find accounts that do not charge fees, usually called student banking accounts. These accounts typically do not require a minimum balance or charge a fee per month or for ATM withdrawals. Some checking accounts give you rewards, such as cash back, every time you use your debit card.

If you are attending school further from home, research possible branch locations or ATMs that will not charge you a fee that may be close to your campus. Convenience stores often offer surcharge-free ATMs regardless of the financial institution. It is important to keep in mind that while these ATMs do not charge you for withdrawing money, your financial institution may charge you for using an out of network ATM.

Some financial institutions offer free classes and seminars specifically geared to teach students about banking and avoiding financial trouble throughout their education.

For more information on finding what financial institution is right for you, visit [http://www.fdic.gov/consumers/](http://www.fdic.gov/consumers/).

**Online Banking**
Most financial institutions enable members and customers to enroll in online banking. You can make online payments, transfer money and manage your account without having to go into a branch or sending a payment in the mail.

Online banking also allows you to monitor your account. As the world grows technologically, it is important to be cognizant of any fraudulent transactions on your account. There may be a phone number or web address associated with the transaction where you can call or visit. Sometimes transactions you authorized are posted under another name that you may not recognize. If the transaction is indeed fraudulent, contact your financial institution right away.
You still may be liable for a certain amount of fraudulent activity that occurs on your account so it is up to you to remain vigilant and active with your banking. It is important to do your due diligence and as much research on a company or website prior to releasing your debit/credit card information.

**Student Loans**

By filling out the Free Application for Federal Student Aid (FAFSA), you could be eligible for federal, state and school aid programs that can help pay your way through college. Beginning January 1 of each calendar year, visit [http://www.fafsa.ed.gov/](http://www.fafsa.ed.gov/) to fill out the form and determine if you are eligible or not. You must renew this application every year you intend or want to receive financial assistance.

You may also seek financial help through programs such as the state grant program, work-study employment, military and PA National Guard aid and several other educational aid options.

It is important to recognize that these are still loans and MUST be repaid. Evaluate what your options are and find the best rate for you.

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**Students generally receive two types of student loans**

*Direct Subsidized Loans* are determined by your school as to the amount you are able to borrow. While you are in school at least half-time (varies by university), you are not charged interest on these loans.

*Direct Unsubsidized Loans* are slightly different, as interest accrues as soon as monies are disbursed from the loan. While enrolled at school, you can pay back this interest otherwise it accrues and capitalizes on the principal amount.

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**What is Credit?**

Webster defines credit as “something entrusted to another, a loan.” Credit and credit cards are borrowed money and must be paid back.
Credit should never be used as a way to live beyond your means.

You can improve your credit by making your payments on time, establishing a long term account with a reputable credit card company, not assuming more debt than you can handle and not getting caught up with credit card repair scams.

Factors that affect your credit are: how long you’ve had credit, your past payment history, how much debt you owe, how often you apply for new credit, any new debt and the types of financial obligations you have (credit cards, mortgages, etc.).
Your Credit Report

AnnualCreditReport.com allows you to receive a free copy of your credit report every 12 months. The website utilizes the following three companies to collect information and compute your credit score: Equifax, Experian, and TransUnion.

You may get your credit report once a year for free from each of the three companies. Utilizing all three companies in one year, you can ultimately obtain your credit report once every four months.

A website or television promotion that may advertise their credit check services as “free” may not actually be without cost and your credit/debit card and/or bank account could incur unwanted charges.

Bankruptcy

Even in the most difficult of financial times, do not automatically turn to bankruptcy regardless of your situation. Always seek professional advice or speak to an attorney to review your individual case to determine the best course of action. Bankruptcy will stay on your credit report for ten years and can potentially affect your ability to get a loan, a job or a place to live.

Debts that CANNOT be eliminated through bankruptcy

Student loans
Child support/alimony
Taxes
Criminal or civil fines/penalties
Debts originally not reported when filing for bankruptcy

Ways to avoid bankruptcy

Do not use your credit card as a way to live beyond what you can afford
Lay out your debts and figure out how much you owe
and to whom
Contact creditors and explain your situation

For more information on consumer banking, credit and bankruptcy information, contact the Pennsylvania Department of Banking at (800) 722-2657, or visit www.moneysbestfriend.com.
Your Permanent Record

Did your high school principal ever threaten to put something on your “permanent record?” In reality, school records typically aren’t permanent. Universities maintain education records, which contain both general information (directory information, application forms / essays) and academic records (transcripts and course grades). At most colleges and universities, the privacy of these records is protected under the federal Family Educational Rights and Privacy Act (FERPA). FERPA does not cover campus law enforcement records. Information from educational records shared with campus law enforcement does maintain its protected status under FERPA.

Most college students qualify as “eligible,” which means you are over 18 or attending a school beyond the high school level. Once eligible, you are granted FERPA rights previously accorded to your parents.

You have the right to inspect and review your education records maintained by your school. You must have proper identification to be granted access. Schools are not required to provide copies of records unless it’s impossible for you personally to review the records. You may be charged a fee for copies.

You also have the right to request your school correct records which you believe are inaccurate or misleading. If the school decides not to amend the record, you then have the right to a formal hearing. After the hearing, if the school still decides not to amend the record, you have the right to place a statement in your record detailing your view about the contested information.

While inaccurate or misleading information can be challenged, grades and other academic assessments cannot be. FERPA is intended to ensure fair record keeping, not to overturn a school’s academic procedures and rulings.

Colleges generally require written permission to release your record. However, FERPA provisionally allows universities to disclose records without consent to appropriate parties.
Schools may disclose, without consent, directory information such as your name, address, telephone number, honors and awards, and dates of attendance. However, schools must tell you about directory information and allow you a reasonable amount of time to request that the school not disclose such information. Schools must also notify you annually of your FERPA rights.

For more FERPA information, visit www2.ed.gov/policy/gen/guid/fpco/ferpa/students.html

To file a complaint, you may request a form by calling The Family Policy Compliance Office at (202) 260-3887. For privacy reasons, the office does not handle cases via email.

Colleges may disclose records in the following cases:

**Valid educational interests**
Information can be released to certain school officials, other schools you are transferring to, and organizations undertaking studies for or on your school’s behalf.

**Financial aid matters**
Information can be released to audit officials, parties connected with your financial aid, and accrediting organizations.
Health and safety emergencies--information can be released to appropriate officials.

**Judicial concerns**
Information can be released to state and local authorities within a juvenile justice system, and in compliance with judicial orders and subpoenas.