

STUDENT LEGAL SERVICE ANNUAL REPORT

July 1, 1991 - June 30, 1992

STUDENT LEGAL SERVICE
324 ILLINI UNION
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Thomas E. Betz is now serving in his seventh year as an attorney with the program. Betz is a 1981 graduate of Wayne State University Law School, a member of the Michigan and Illinois Bars and the Champaign County Bar Association. Betz continues to serve on the Criminal Law Committee of the Champaign County Bar Association. Betz is a member of the National Lawyer's Guild and is serving a fifth term as President of the Champaign County American Civil Liberties Union.

Susan Y. Hesse is serving in her fifth year as an attorney with the program. Hesse is a 1982 graduate of the University of Illinois College of Law. Hesse is, like Betz, a member of the Illinois and Michigan Bars. Hesse is active with the Champaign County Bar Association and with the Lawyer's Committee on Nuclear Policy.

John P. Popek has completed his first year as a staff attorney with the program. Popek is a 1987 graduate of the University of Tulsa. Popek is a member of the Illinois Bar and the Champaign County Bar Association.

Joseph Chico worked as a legal intern in the office during Fall and Spring semesters. Sondra Simmons worked as an intern during Spring semester. Both interns provided outstanding service to the office and the student clientele.

Lonna Murphy works as secretary, receptionist and statistician for the office. Murphy is assisted by Phyllis Kirkwood who works afternoons for the office. Legal document preparation time has substantially decreased because Ms. Kirkwood handles afternoon intake which allows Murphy time to process pleadings and other documents.

The staff attorneys attended the annual meeting of National Legal Aid and Defender's Association Student Legal Services Division in Vancouver, British Columbia in July of 1991. Hesse and Betz delivered a 58 page report on the Civil Soldiers and Sailors Relief Act. The staff gained useful information from the conference which has been put to good use by the office.

The program enjoys the respect of both bench and bar and more importantly the students at the University of Illinois, Urbana-Champaign. The efficiency, service, and impact of the program have never been greater than this past year.

Preventive Legal Education

In last year's annual report the staff stated, "In the 1991-1992 reporting period we hope to further expand and

consolidate our educational materials and become a fixture on the Daily Illini Forum page." Office efforts succeeded well beyond expectations. Eleven articles prepared by staff attorneys were published on the forum page. Students read the articles and in many instances came into the office for further advice on a given topic. The September 27, 1991 article on Keg rules and its related advertisement (See appendix pps. iv and xxxiv) produced phenomenal impact with the student body and much of the non-student community. Students were clearly completely unaware of keg licensing requirements and were suffering major fines for purely technical violations. A major decrease in "K" license violations directly resulted from this article. Students continue to call the office about how and when to obtain "K" licenses to avoid the City of Champaign's de facto entrapment policy. The long term solution involves a change in municipal law which would require the vendor to supply the pro forma license rather than a separate City agency.

The article on damage deposit interest (See appendix pg. vi) alerted many landlords to the law and resulted in students receiving supplemental damage deposit checks reflecting payment of interest. At least three landlords have deleted 'no interest' provisions from their current leases as a result if this article thus substantially benefitting student renters.

The office undertook a major effort to prevent Spring Break problems which reoccur on a yearly basis. (See Appendix pps. x and xxxviii). Students came to the office to have travel packages examined by the staff. The Chicago Sun-Times featured our efforts in the March 29, 1992 Sunday edition (See appendix pg. xxiv). Very few post-break complaints were received by the office. The eleven forum articles published during the reporting period had positive impact in preventing legal mistakes by students and in generally informing students of their rights and responsibilities.

The staff attorneys make themselves freely available to the press for comment on various legal issues. (See appendix pp. xiii to xxxi). The office and general legal awareness is promoted through staff comments.

The office prepared a comprehensive pamphlet entitled "Know Your Legal Rights" which has already received wide distribution on campus. The office currently publishes 17 pamphlets on various topics (See page 8). Each semester during SORF refund period each residence hall mail box receives at least one educational brochure. All incoming freshman who attend orientation have an opportunity to

receive a copy of each office publication. (See page 9). International students at each orientation (Page 9) receive pamphlets, a special piece designed for international students (Appendix i), and a one hour presentation by the staff on various legal issues frequently faced by international students.

Materials are supplied to groups and departments upon request throughout the year (See page 15). The office also continues to distribute information on Quad Day each summer (See page 9).

The office ran 22 paid advertisements in the Daily Illini. The displays usually coincide with an event on campus such as Hash Wednesday or Spring Break or are topical based upon intake trends in the office i.e. alcohol problems, consumer fraud, tenant check-out procedures. (See appendix pps. xxxii to xliii). The office expended \$2659.25 on paid advertisements during this reporting period. Coupled with free forum articles this expenditure is very cost effective.

The staff attorneys participated in 14 educational forums (See page 9). The 15 Housing Seminars co-sponsored by SGA Tenant Union continues to be the cornerstone of preventive education in the are of housing. The majority of forum articles relate to housing issues. The majority of extended litigation continues to be in landlord-tenant disputes. Over the years the landlords have grudgingly gained respect for the role of Student Legal Service and frequently seek staff input into lease changes and other means of improving relations.

Overall the preventive legal education program is well received and often effective in preventing uninformed judgments by students. The staff, however, continues to be disheartened by the number of offenses which relate to alcohol or where alcohol was a significant factor influencing the commission of the offense. The campus alcohol problem needless to say is not amenable to simple solutions and is not generally preventable through punitive responses. Student Legal Service preventive education efforts will continue to focus on students making informed choices with the knowledge by the staff that often unlawful choices will be made.

Statistical Information

2637 students filled out intake forms and had appointments with attorneys. 886 were opened, although not all opened cases require a court appearance. Many opened cases are resolved through negotiation or a demand letter.

The ongoing quota system of the City of Champaign Police Department is reflected in high numbers in the annual statistics (See pps. 16-18). These numbers are fairly consistent with the previous two reporting periods.

Housing dominates the workload in the office in terms of attorney hours utilized although not in terms of raw statistical numbers. Generally any housing matter will have far greater impact on a larger number of students than purely individual traffic offenses and thus the office places more emphasis on housing matters in terms of time and preventive education efforts than is true of most other areas of service provided.

The office surveyed open case clients and advice only clients in April to obtain feedback regarding clients' satisfaction. Surveys were randomly sent to office clients who used the office between August 1, 1991 and April 1, 1992. (See pps. 20-37). The surveys indicate a remarkably high degree of satisfaction with the Student Legal Service and the services provided despite the fact that the legal system and attorneys in general are held in less than optimum esteem. The surveys provide for a comment section which is designed for clients to make suggestions for improvements. Written comments of clients may be found at (pps. 25-28 and 34-37).

Throughout the year the office has kept statistics on who uses the office. (pg. 19). Seniors and graduate students account for a slightly disproportionate percentage of users in relation to their population within the eligible pool of students. Two factors account for this statistical result: Freshmen and sophomores do not rent in the private market and freshmen and sophomores usually do not have motor vehicles on campus. It is noteworthy, however, that freshmen and sophomores constitute the overwhelming majority of city offense cases which is directly related to the issue of underage drinking. Freshmen, sophomores, and juniors may be the primary beneficiaries of office preventive legal education efforts and thus their slight under utilization of in office services should not be cause for concern.

The office also maintains statistics on how students learn about the office. Word of mouth continues to be the number one source of information followed by previous usage and office brochures (See pg. 19). The campus 'grapevine' which refers students to the office is an additional indicator of positive student support for the program which is confirmed by our client satisfaction survey for this reporting period. The University and the Student Legal Service Advisory Board can take great pride in the positive results found in the statistics and the remarkable

degree of support the program enjoys in the campus community. As the program enters the third and final year of the current SORF budget allocation commitment it is imperative that the Student Legal Service Advisory Board begin negotiating for an additional three year commitment to maintain the high quality of service and client satisfaction the program currently enjoys.

In the 1992-1993 reporting period the emphasis shall once again be on preventive legal education coupled with providing basic legal representation and advice. We look forward to an interesting and challenging 1992-1993 school year.

1992-1993 SUGGESTIONS FOR ADVISORY BOARD CONSIDERATION

1. Develop a written board policy on staff attorney's advising/representing students charged with "interference with a state supported institution" i.e. the University of Illinois.
2. Develop a written policy precluding staff attorneys from acting as counsel in dissolution of marriage cases where the parties have children.
3. Evaluate the independent contractor vs. employee status of staff attorneys in light of Internal Revenue Service guidelines and issues relating to the "corporate practice of law". Staff attorneys shall submit for the Student Legal Service Advisory Board's consideration an analysis of the issue for consideration.
4. Develop a written policy statement on office lobbying before governmental units on issues which broadly impact students/clients.

OFFICE BROCHURES

STUDENT LEGAL SERVICE PROGRAM

YOUR COURT APPEARANCE

PHONY ID'S

CITY OFFENSES

COURT SUPERVISION

YOUR SECURITY DEPOSIT

MARIJUANA LAWS IN ILLINOIS

CONSUMER RIGHTS

SEXUAL VIOLENCE

INFORMATION ON COPYRIGHT

ALCOHOL LAWS IN ILLINOIS

GUIDELINES FOR TRAFFIC OFFENSES

INFORMATION ABOUT DIVORCE

ARREST CARD

CHANGING YOUR NAME

KNOW YOUR LEGAL RIGHTS

SPECIAL HANDOUT

SOME GENERAL LEGAL ADVICE TO INTERNATIONAL STUDENTS

SPEAKING ENGAGEMENTS & EVENTS

Look Before You Lease:

Dates and locations:

Daniels	January 15, 1992	Illini Tower	January 23, 1992
Garner	January 16, 1992	Allen Hall	January 27, 1992
ISR	January 20, 1992	FAR	January 27, 1992
PAR	January 21, 1992	Busey-Evans	January 28, 1992
LAR	January 21, 1992	Bromley Hall	January 28, 1992
TVD	January 22, 1992	Snyder Hall	January 29, 1992
Hendrick	January 23, 1992	Sherman hall	January 30, 1992
	La Casa	April 1, 1992	

International Student Orientation

Summer 1991
Fall 1991
Spring 1992
Summer 1992

Summer Orientation for incoming students and their parents.
All of our brochures (13), on display as handouts.

May 27 - July 7, 1991

June 1 - July 8, 1992

Campus Resource Fair - August 19, 1991

Quad Day - August 28, 1991

Paraprofessional Career Consultants Panel - December 4, 1991

Campus Safety Fair - December 5, 1991

Fraud Workshops

Student-Staff Apartments - February 18, 1992

Orchard Downs - March 4, 1992

Rotary Club - February 26, 1992

Champaign County Apartment Owners Association - March 5, 1992

Health Education Class, Drugs and Alcohol - March 5, 1992

Health Education Class, Sexual Violence

November 14, 1991

April 23, 1992

Woman's Forum - March 31, 1992

STUDENT LEGAL SERVICE FORUM ARTICLES

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Party Fines Can Bankrupt Students, the Daily Illini, September 13, 1991.	iii
Getting a Keg Later? Read This First, the Daily Illini, September 27, 1991.	iv
A Word to the Wise: Guard Your Card, the Daily Illini, October 28, 1992.	v
Lessor's Often Ignore Deposit-Interest Laws, the Daily Illini, November 8, 1992.	vi
Flyer Beware of Changing Air Travel, the Daily Illini, November 25, 1992.	vii
Errors Made in Choosing Rental Housing, the Daily Illini, January 31, 1992.	viii
Don't Let Your Cash Go Down the Toilet, the Daily Illini, February 13, 1992.	ix
Spring Break Tips, the Daily Illini, February 21, 1992.	x
Suggestions for Subletting, the Daily Illini, March 31, 1992.	xi
Simple Crimes, Major Penalties, the Daily Illini, April 15, 1992.	xii

NEWSPAPER INTERVIEWS OR ARTICLES MENTIONING
STUDENT LEGAL SERVICE

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SORF Fee Pays for Itself, the Daily Illini, September 12, 1991.	xiv
Student Groups to Get SORF Funds Soon, the Daily Illini, September 24, 1991.	xv
SGA Still Seeking Students to Fill Campus Committees, the Daily Illini, September 25, 1991.	xvi
SLS Alerting Student to Telemarketing Frauds, the Daily Illini, October 28, 1991.	xvii
Shooting Off, the Daily Illini, October 30, 1991.	xviii
Officials Scope Out Some Spring-Break Scams, the Daily Illini, December 10, 1991	xix
Workshops Offered to Would-be Renters, the Daily Illini, January 16, 1992.	xx
Ignorance No Excuse, the Daily Illini, February 11, 1992	xxi
SORF Board Outlines Guidelines for Funding, the Daily Illini, February 24, 1992	xxii
Phony Funds Lure Students, the Daily Illini, March 26, 1992.	xxiii
A Safer, Saner Era for Spring Break, Chicago Sun-Times, March 29, 1992	xxiv
UI Latino Month Kicks Off Today, the Daily Illini, April 1, 1992	xxv
City Policy on Checks Called Racist, the Daily Illini, may 1, 1992	xxvi

C-U Police Emphasize Words Over Nightstick,
Daily Illini, May 4, 1992 xxvii

Check Policy Should be Bounced, the Daily
Illini, May 5, 1992 xxviii

City to Look at Policy on Checks, Race,
the News Gazette, May 6, 1992 xxix-xxx

Champaign Drops Policy Asking Racial ID
on Checks, the News Gazette, June 3, 1992 xxxi

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(In Daily Illini)

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THINK BEFORE YOU DRINK	xxxiii
September 13 and 27, 1991	
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September 16 and 20, 1991	
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September 26, October 3, 1991, March 16 and 17, 1992	
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October 24, 1991	
200TH ANNIVERSARY OF THE BILL OF RIGHTS.	xxxvii
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WEE, CHEATHAM & HOWE, TRAVEL ARRANGERS PRESENTS SPRING BREAK 1992	xxxviii
January 30, February 14, 24 and 26, 1992	
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TONI COLEMAN	xlix
PHILIP BYUN.	l
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SPECIAL REQUESTS FOR OFFICE BROCHURE DISTRIBUTIONS

Office of International Students, 850 program brochures, August 13, 1991.
Summer Orientation for incoming students and their parents. All of our brochures (13) on display as handouts, May 27-July 7, 1991 and June 1-July 8, 1992.
Campus Resource Fair, 1,000 program brochures, August 19, 1991.
Office of International Students, 250 handouts "Some General Legal Advice to International Student", August 21, 1991.
Chemistry Department, 150 program brochures, August 23, 1991.
College of Medicine, 50 program brochures, August 23, 1991.
Freeport Public Library, 1 copy of "Alcohol Laws in Illinois", August 29, 1991.
Family Housing, 100 program brochures, October 9, 1991.
Hon. Anne Einhorn, 100 program brochures, October 21, 1991.
Family Housing, 500 program brochures, January 3, 1992.
Dean of Students, 7 copies of "Know Your Legal Rights", February 11, 1992.
Student Government Association, 300 copies of "Know Your Legal Rights", February 11, 1992.
Office of International Students Association, 100 copies of "Know Your Legal Rights", February 11, 1992.
Family Housing, 200 copies of "Know Your Legal Rights", February 21, 1992.
University of Illinois Law School, 50 copies of "Know Your Legal Rights", February 26, 1992.
City of Champaign Legal Department, 40 copies of "City Offenses", March 2, 1992.
Family Housing, 50 copies of "Know Your Legal Rights", March 4, 1992.
Champaign County Apartment Owners Association, 30 copies of "Know Your Legal Rights", April 5, 1992.
Department of Urban Planning, 40 copies of "Know Your Legal Rights", May 15, 1992.
Florida Avenue Residence Halls, 150 copies of "Student Legal Service Program", June 15, 1992.

STUDENT LEGAL SERVICE

Statistics for July 1, 1991 to June 31, 1992

<u>Advice-Only Matters</u> (Where case not opened)		<u>Cases Opened</u>	
Accident	94	Accident	20
Auto damage	1	Adoption	1
Auto repair	2	Bailment	1
Baggage claim	1	Bankruptcy	1
Bailment	2	Certification	2
Banking	4	City offense	55
Bankruptcy	16	Collection	1
Battery	1	Consumer	50
Business	11	Contract	3
Car rental contract	3	Criminal	27
Certification	2	Defamation	1
City offense	109	Discipline	4
Civil	3	Divorce	21
Civil liberties	1	DUI	5
Collection	10	Employment	1
Consumer	238	Expungement	1
Contract	27	Family	3
Copyright	9	Guardianship	1
Credit card	1	Housing	224
Credit record	7	Immigration	2
Crime victim	3	Injunction	1
Criminal	51	Insurance	8
Defamation	1	Miscellaneous	12
Dental malpractice	1	Misdemeanor	21
Discipline	15	Name change	15
Discrimination	5	Power of Attorney	4
Divorce	22	Small claims	3
Domestic Relations	9	Social security	2
DUI	10	Student discipline	1
Employment	29	Student loan	4
Estate	3	Towing	3
Expungement	5	Traffic	387
False ID	4	Travel	<u>1</u>
Family	36		
Felony	3	TOTAL	886
Financial aid	3		
Forgery	1		
Guardianship	1		
Harassment	3		
Housing	361		
Immigration	18		
Injunction	1		
Insurance	29		
Intra-university	9		
Labor	12		
Living will	6		

Loans	1
Medical malpractice	5
Miscellaneous	95
Misdemeanor	5
Motor vehicle title	2
Name change	19
Notary	9
Order of protection	3
Parking	10
Patent	1
Paternity	6
Personal injury	28
Power of attorney	15
Product design	1
Product liability	1
Psychiatric commitment	1
Real estate	5
Residency	6
Restitution	3
Selective service	1
Small claims	18
Social security	1
Statute of limitations	2
Statutory clarification	1
Student loan	13
Tax	8
Tort	3
Towing	11
Trademark	1
Traffic	279
Travel	5
Visa status	1
Will	2
Workman's compensation	<u>6</u>
 TOTAL	 1751

TOTAL INTERVIEWED FROM JULY 1, 1991 TO JUNE 31, 1992

ADVICE ONLY: 1741 CASES OPENED: 886

TOTAL FOR THE YEAR: 2527 (a 7% increase)

TOTAL FOR 1990-1991: 2452

TOTAL INTERVIEWED IN:

JULY, 1991:	ADVICE ONLY:	68
	CASES OPENED:	23
AUGUST, 1991:	ADVICE ONLY:	93
	CASES OPENED:	48
SEPTEMBER, 1991:	ADVICE ONLY:	162
	CASES OPENED:	136
OCTOBER, 1991:	ADVICE ONLY:	205
	CASES OPENED:	158
NOVEMBER, 1991:	ADVICE ONLY:	140
	CASES OPENED:	91
DECEMBER, 1991:	ADVICE ONLY:	138
	CASES OPENED:	64
JANUARY, 1992:	ADVICE ONLY:	141
	CASES OPENED:	63
FEBRUARY, 1992:	ADVICE ONLY:	169
	CASES OPENED:	59
MARCH, 1992:	ADVICE ONLY:	169
	CASES OPENED:	74
APRIL, 1992:	ADVICE ONLY:	205
	CASES OPENED:	73
MAY, 1992:	ADVICE ONLY:	168
	CASES OPENED:	75
JUNE, 1992:	ADVICE ONLY:	93
	CASES OPENED:	22

STUDENT LEGAL SERVICE

<u>Class Year</u>		<u>How student heard of SLS</u>	
Freshmen	5.5%	Friends	571
Sophomore	10.9%	Previous use	120
Junior	21.3%	I-Book	93
Senior	27.9%	Brochures	72
Graduate	31.0%	Daily Illini	57
Professional	<u>3.4%</u>	Tenant Union	65
		Just knew	25
		OISA	17
		Orientation	17
		Tuition and fees	11
		SORF	7
		Student handbook	7
		Instructor	6
		Dean	5
		Family	5
		Ombudsman	4
		Attorney	3
		Court	3
		Insurance company	3
		Presentation	3
		Quad day	3
		Registration	3
		SGA	3
		Student Services	3
		Union	3
		University	3
		Counseling Center	2
		Dorms	2
		Land of Lincoln	2
		Research	2
		Class schedule	1
		Family housing office	1
		Financial Aid	1
		Graduate Program book	1
		McKinley	1
		Office of Materials	1
		OMSA	1
		Police	1
		RA	1
		School	1
		Sheriff's building	1
		Traffic Court	1
		Transfer Student info	1
		Left blank	<u>608</u>
		TOTAL	1741

PLEASE CIRCLE ONE

1. I was satisfied with the goal the staff and I agreed to pursue in my case:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

36% 32% 6% 19% 4%

2. I consider the final resolution of my case to be fair:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

28% 30% 13 17% 8%

3. The outcome of my case resolved my legal concern:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

30% 32% 9% 15% 8%

4. The final resolution of my case was what I desired:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

26% 19% 8% 26% 15%

5. In my opinion, the U.S. legal judicial system as a whole is:

a. Very fair, Fair, Unfair, Very unfair, No opinion

6% 51% 25% 6% 11%

b. Very understandable, Understandable, Confusing, Very confusing,

2% 42% 38% 8%

No opinion

49%

c. Very unbiased, Unbiased, Biased, Very biased, No opinion

6% 34% 30% 9% 13%

d. Very responsive, Responsive, Unresponsive, Very unresponsive,

2% 32% 43% 2%

No opinion

15%

e. Very helpful, Helpful, Unhelpful, Very unhelpful, No opinion

2% 40% 15% 2% 15%

6. Lawyers and other legal professionals on the whole are:

a. Very trustworthy, Trustworthy, Untrustworthy, Very untrustworthy,

9% 47% 28% 4%

No opinion

9%

b. Very approachable, Approachable, Unfriendly, Very unfriendly,

4% 81% 13% 0%

No opinion

15%

c. Very professional, Professional, Unprofessional,

17% 60% 11%

Very unprofessional, No opinion

0% 6%

d. Very industrious, Industrious, Lazy, Very lazy, No opinion

15% 49% 6% 2% 21%

e. Very responsible, Responsible, Irresponsible, Very irresponsible,

11% 57% 17% 0%

No opinion

13%

f. Very clear, Clear, Vague, Very vague, No opinion

4% 42% 28% 8% 13%

g. Very concerned, Concerned, Unconcerned, Very unconcerned,
2% 45% 28% 2%

No opinion
15%

h. Very dependable, Dependable, Undependable, Very undependable,
8% 45% 25% 2%

No opinion
15%

7. I respect the U. S. legal judicial system:

Very much, Somewhat, Very little

21% 64% 13%

8. Since my recent experience with SLS, this respect has:

Increased, Remained the same, Decreased

19% 64% 13%

9. I felt I was treated with courtesy and respect by the SLS staff:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

47% 40% 4% 4% 2%

10. The staff members were approachable: I felt as though I could ask questions and discuss matters freely:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

49% 40% 4% 4% 2%

11. I felt the waiting period for my appointment with SLS was reasonable, given my understanding of their situation:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

49% 34% 6% 4% 2%

12. I felt the staff members assigned to my case were competent:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

36% 40% 13% 8% 2%

13. I felt the staff afforded me adequate opportunity to participate in the handling of my case:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

26% 45% 13% 8% 0%

14. I felt SLS gave me the same quality service as a private law office would have:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

25% 26% 26% 9% 8%

15. I would use SLS again if I had a qualifying legal problem:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

47% 34% 13% 2% 2%

16. Through my experience in the legal process, and because of the particular way SLS operated, I have:

- a. A better understanding of the legal process:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

6% 51% 21% 15% 0%

- b. A better understanding of the role and function of attorneys:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

8% 45% 25% 11% 4%

- c. Been motivated to take a greater interest in the law and current legal issues:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

6% 25% 30% 25% 8%

- d. Learned that there is not necessarily a legal remedy for every problem situation:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

13% 42% 21% 11% 4%

17. I feel the SLS represents a valuable service to students:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

49% 38% 4% 4% 2%

18. I feel support of SLS to be a good allocation of a percentage of my SORF fee monies:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

49% 26% 15% 4% 2%

19. I feel that without SLS I would have had greater difficulty in resolving my problem:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

28% 32% 8% 19% 9%

20. In retrospect, the legal problem I had affected my:

a. Academic performance:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

6% 28% 9% 32% 17%

b. Job performance:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

4% 13% 13% 32% 27%

c. Family life:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

9% 26% 11% 27% 21%

d. Social relationships:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

15% 23% 11% 26% 15%

e. General well-being:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

28% 28% 9% 21% 8%

COMMENTS FROM THE A.O. SURVEY ON STUDENT LEGAL SERVICE

SLS was very helpful, though I think the legal system of the U.S. as a whole could use some help.

They are very kind, but they don't solve problems really. They did give suggestions, though.

There needs to be closer communication between the office and the student/client. I felt a little isolated from the situation at times.

There wasn't much to my case, I was told to pay the fine and let it go away. Maybe that was best, but I felt the fine was too excessive for the "crime".

All I did was change my name

Maybe more "middle-of-the-road" responses should be included on this survey - for instance, in #16, "no change" may be a good response. Overall, thanks for the good work in solving my landlord dispute.

Champaign County's policy towards DUI's is very unfair. It is very inconsistent and it doesn't take into consideration the personal, human side of offenders. The justice that is handed out doesn't even come close to helping the person. All it does is drive them down further.

I consulted the SLS about an out-of-state pre-nuptial agreement, which was, unfortunately, outside the area of the lawyer's knowledge.

Very good service in general and especially for free. Perhaps better at smaller stuff than the big, but I guess that's where you specialize.

I do not see the relevance of giving questions about the U.S. judicial system when this is a SLS questionnaire.

Foreign students need more help and support on non-qualifying legal problems.

I finally went to my own lawyer and consulted him.

Tom Betz is the coolest, most decent lawyer I ever met!
Don't lose him!

SLS provides one of the most valuable services our campus has to offer. In my most recent case Mr. Betz was very professional and patiently explained the law to me. I wasn't happy with what the law was, but Mr. Betz was helpful in

providing alternative methods (other than direct, angry confrontation). My problem has been resolved amicably. Thanks Mr. Betz!

SLS lawyers don't seem to be typical lawyers in that they actually care about people and want to help.

Thanks. Unbelievable service for students to access, especially with the crooked Champaign police.

SLS did absolutely everything they could for my situation - the results of my case had nothing to do with the performance of their lawyers. I appreciate all that was done although my situation was not necessarily resolved.

Because my case was against other students I have to pursue it on my own in small claims court- your office attempted to be as helpful as possible - but really couldn't give me any advice.

My goal was to make a decision based on advice which I sought from the SLS. I am very happy with the service and hope funding for the SLS continues in the future.

As a whole the U.S. legal system is a fair, useful and helpful system. This opinion, however, does not apply to the Student Legal Service at this campus.

The waiting period was somewhat discouraging, but the follow-up sessions were speedily arranged. You should seriously review the waiting period.

The SLS is great.

The legal problem I had was only concerned with a ticket I received. So I was just looking for some advice. The SLS gave me good advice for my problem.

It is not, in my opinion, either simple-minded or unjustified to say that justice in the U.S. judicial system depends largely on how good a lawyer one has, which in turn depends largely on how good a lawyer one can afford. Woe to anyone who is unjustly accused and is not wealthy.

The legal service office does a good job overall. However, not many students are aware of the existence of SLS even though they pay the fees. Make your presence known!

I only had a speeding ticket, but was impressed with the efficiency in which my case was handled. My only complaint is that I had to wait while someone without any appointment spoke to the attorney assigned to my case.

I am very grateful to the staff at SLS for being patient with me since I was completely stunned by my situation and very unfamiliar with legal practices. Thank you for legal services and for being very understanding.

I had a 93 mph speeding ticket met with a SLS attorney and got advice and directions to Iroquois County Court but was told nothing about the procedures or how to do what I was told to do. I got a \$70 fine which I was pleased about but I tried to ask for supervision and couldn't get a word in edgewise or loud enough for my blind and deaf judge. A little warning of what was to up at the court would have been appreciated in hindsight. But I truly appreciated the help I did get. Thank you.

The SLS resolved me of something that caused a lot of problems, financially and academically. I think they should be praised and they are strongly appreciated. I especially want to thank Susan Hesse for her quick response and her will appreciated resolution to my problem. Thank you very much.

My case was not a serious one, but the first. I was confused by that, because I am a foreigner. The attorney at SLS is very friendly and kind and he did everything for me. So I was very comfortable with the staff at SLS. I wish that you would publish the simple brochure about U.S. legal systems and violation cases that foreigners probably commit, especially vehicle violations. Thank you very much.

Attorney gave incorrect advice on auto insurance. If one is issued a ticket for no auto insurance, they will not be found "not guilty" by simply having insurance at time of trial. You must have insurance at the time the ticket is issued to be found "not guilty". Editor's Note: In Champaign County the advice given is correct as a matter of local practice in other counties the letter of state law is adhered to.

Since my legal problem is still pending, your answers should allow for this. Additionally, if you are curious as to why I have such a negative opinion is because I simply answered the generalized law questions from a "Marxist" perspective. In other words, I view the U.S. legal system (since it is one branch of the three branches of government) as reinforcing the inherently biased system of capitalism - towards the interest of a small minority of the population (e.g. the upper class) and, against the majority of the population (e.g., the shrinking middle class and growing lower class). This opinion was reinforced by two years of corporate paralegal work in a top 50 law firm (nationally) located in New York City and my subsequent three years of graduate

school at the U of I. Who said Marx is dead, he just didn't have the right answers.

Legal system, in general, appears to be more concerned with criminal's rights than with victim's rights.

PLEASE CIRCLE ONE

1. I was satisfied with the goal the staff and I agreed to pursue in my case:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

55% 35% 2% 2% 4%

2. I consider the final resolution of my case to be fair:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

33% 33% 14% 5% 5%

3. The outcome of my case resolved my legal concern:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

43% 24% 14% 4% 6%

4. The final resolution of my case was what I desired:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

32% 30% 6% 10% 10%

5. In my opinion, the U.S. legal judicial system as a whole is:

a. Very fair, Fair, Unfair, Very unfair, No opinion

4% 52% 18% 5% 18%

b. Very understandable, Understandable, Confusing, Very confusing,

1% 44% 42% 5%

No opinion

4%

c. Very unbiased, Unbiased, Biased, Very biased, No opinion

2% 31% 38% 4% 21%

d. Very responsive, Responsive, Unresponsive, Very unresponsive,

5% 42% 27% 5%

No opinion

15%

e. Very helpful, Helpful, Unhelpful, Very unhelpful, No opinion

4%

45%

21%

4%

17%

6. Lawyers and other legal professionals on the whole are:

a. Very trustworthy, Trustworthy, Untrustworthy, Very untrustworthy,

6%

60%

16%

2%

No opinion

10%

b. Very approachable, Approachable, Unfriendly, Very unfriendly,

8%

71%

5%

1%

No opinion

10%

c. Very professional, Professional, Unprofessional,

15%

69%

2%

Very unprofessional, No opinion

0%

7%

d. Very industrious, Industrious, Lazy, Very lazy, No opinion

16%

57%

4%

1%

17%

e. Very responsible, Responsible, Irresponsible, Very irresponsible,

12%

60%

10%

0%

No opinion

12%

f. Very clear, Clear, Vague, Very vague, No opinion

7%

49%

27%

2%

8%

g. Very concerned, Concerned, Unconcerned, Very unconcerned,

8% 52% 18% 2%

No opinion

11%

h. Very dependable, Dependable, Undependable, Very undependable,

11% 59% 10% 2%

No opinion

10%

7. I respect the U. S. legal judicial system:

Very much, Somewhat, Very little

30% 54% 13%

8. Since my recent experience with SLS, this respect has:

Increased, Remained the same, Decreased

20% 62% 13%

9. I felt I was treated with courtesy and respect by the SLS staff:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

56% 39% 1% 1% 1%

10. The staff members were approachable: I felt as though I could ask questions and discuss matters freely:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

57% 37% 2% 2% 0%

11. I felt the waiting period for my appointment with SLS was reasonable, given my understanding of their situation:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

48% 46% 2% 1% 1%

12. I felt the staff members assigned to my case were competent:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

55% 28% 8% 5% 1%

13. I felt the staff afforded me adequate opportunity to participate in the handling of my case:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

33% 40% 14% 5% 2%

14. I felt SLS gave me the same quality service as a private law office would have:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

33% 24% 21% 11% 5%

15. I would use SLS again if I had a qualifying legal problem:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

55% 33% 4% 2% 1%

16. Through my experience in the legal process, and because of the particular way SLS operated, I have:

- a. A better understanding of the legal process:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

18% 42% 16% 13% 5%

- b. A better understanding of the role and function of attorneys:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

12% 42% 28% 6% 5%

- c. Been motivated to take a greater interest in the law and current legal issues:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

6% 29% 22% 33% 4%

- d. Learned that there is not necessarily a legal remedy for every problem situation:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

17% 39% 31% 6% 2%

17. I feel the SLS represents a valuable service to students:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

75% 19% 4% 0% 1%

18. I feel support of SLS to be a good allocation of a percentage of my SORF fee monies:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

66% 28% 2% 0% 2%

19. I feel that without SLS I would have had greater difficulty in resolving my problem:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

60% 25% 6% 5% 2%

20. In retrospect, the legal problem I had affected my:

a. Academic performance:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

5% 25% 7% 31% 27%

b. Job performance:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

2% 18% 13% 29% 31%

c. Family life:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

11% 18% 11% 25% 30%

d. Social relationships:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

10% 26% 5% 27% 27%

e. General well-being:

Strongly agree, Agree, Not sure, Disagree, Strongly disagree

14% 40% 11% 17% 15%

COMMENTS FROM THE OPEN CASE SURVEY ON STUDENT LEGAL SERVICE

John Popek did an admirable job of resolving what would have been my third speeding ticket. The service was efficient and exceedingly convenient.

First, many thanks to John Popek for his effort and concern he has shown toward my case. I don't know how I could have resolved my legal problem without SLS. SLS has been a great value to me for its professionalism, trustworthy, and support. I will continually support the SLS.

John Popek was EXTREMELY nice to me because my problem caused me to be very depressed and he really listened to what I had to say. I was very confused about what I could do legally and he had a hard time explaining things clearly, but I was pleased with his hard work on my case.

On the whole, I was quite impressed with the services of SLS and have recommended the services to several of my colleagues.

I think SLS should make appointments over the phone so that students only have to go the day of the appointment.

I'm very appreciative of the services you offer. Thanks!

SLS was very helpful. They are an important asset at this university.

For some reason, to solve a simple case takes so long time. So SLS staff should work harder and improve the processing speed.

It would help to prepare the petitions either in the presence of the client or discuss with clients before filing at the court. I never got to see my file and what was being done. It is frustrating to spend the time to make appointments for initial consultations, talking to the lawyer and just have to wait for something to show up in the mail. Overall the staff is approachable and friendly; I do not mean to criticize the lawyer because my case was not resolved to my satisfaction, but I feel that there should be more concern and effort put into petitions based on individual needs, rather than following "standard form-type" procedures. These comments are intended only to improve the quality of legal service provided by SLS and not aimed to offend any one at SLS.

I did not actually go to court with a representative from your office. I merely sought advice. But I was very worried and upset because of my legal problem, and Ms. Hesse was very helpful and reassuring.

I want to thank the Legal Service for the prompt and courteous service. I was well informed of the areas the service could and couldn't provide and feel the reasons were sound. THANK YOU!

I wish I had seen a lawyer instead of or as well as the intern/student. I would have felt more confident with someone with experience.

Susan Hesse is wonderful!!! Giver her a raise!!

Thank you for your help. I'm really happy that we have this kind of service on campus.

SLS helped spend 3 months without any benefit that I did not track down myself.

THANKS for saving me the time and hassle of doing it myself.

My problem was one of a traffic violation. My lawyer Thomas Betz was very competent and helpful about the situation.

The SLS is doing a good job, it seems. Although the legal system as a whole has a lot of problems, incompetencies, dishonesty and greed, your staff seems to be good and ethical. Thanks for your service.

I received limited services. The scope of qualifying cases is too limited.

It was just a traffic ticket.

I have felt confused throughout. My attorney is always rushed, has little patience for explaining, and as a result I'm uninclined to ask questions. But my attorney has worked hard on the case, and I appreciate it.

Although you guys at SLS are terrific, I hope I never have to consult you again!

My case is still lagging after 9 months - my calls are rarely returned - it usually takes 3 calls or personal visit before I can get feedback. The lawyer doesn't seem to support my interest and is now friendly with my landlord's lawyer than anything else.

I think SLS was very responsive to my needs. Susan was very nice.

Simple name change, so not very involved procedure, but SLS answered my concerns, gave sound advice, and did for free what a lawyer quoted me for \$200. I feel better about myself now but never would have done it for \$200. I appreciate the service and attitude of SLS.

I had a more positive experience with the SLS than I have had with private attorneys. I feel that they did more for me and showed more concern than private attorneys that I have paid exorbitant amounts to. My thanks to all of the SLS staff. You are an important asset to the students at the University of Illinois. I commend all of you. Thank you.

SLS attorney's letters to clients should be more explanatory - a lot is said on the phone - but I'd like to see it put into writing so I can re-read my options and make a decision about how to proceed with a case based on written (full) information provided to me by my attorney.

SLS is vital to the students. It may be the only place for students to turn to. My case, however, was poorly handled. The lawyer did not inform me of its progress. I did not feel that he was confident. He may have too heavy of a workload.

The SLS is very worthwhile and I would give more than \$4 of my tuition for it.

The SLS has been very good at handling my case. My attorney was very clear on what he said we could do to alleviate our problem. My only problem is that my lawyer never called me back to keep me informed on what things were changing in the case. I always had to call him.

Susan was a great help.

Thanks for your help! I appreciate everything!!

Susan Hesse is one of the only attorneys I've felt really cared and tried to help. She is excellent - only wish she had a private practice - there are some current legal matters that she can not handle as SLS. Thanks Susan for all your help.

I am a new international student, having a problem with roommate and Phone Company unsolvable. For sure I don't have enough idea to point out/see the judicial system as a whole.

If only you did Personal Injury...

Our case (adoption) is still in process. We anticipate a timely resolution. Please send another questionnaire when the case is closed. Thank you.

I'm very satisfied with the help and service I received there. Thank you.

I would have been lost in a maze without SLS. You got everything resolved satisfactorily and made it look easy too. SLS should be able to handle out of state student cases (those where a student on campus sues someone out of state).

Good job.

I would like to thank Susan Hesse for her assistance in my problem. She treated me and my problem with the upmost courtesy and diligence. She should be commended for her fine effort and concern. Keep up the great work!!

SOME GENERAL LEGAL ADVICE TO INTERNATIONAL STUDENTS

1. If you own or operate a motor vehicle, you must purchase and have in your possession proof of liability insurance. This law applies even if you are borrowing another's car. \$500 mandatory fine.
2. Do not sign a housing contract or lease without first having the document examined at the Tenant Union, Room 326 Illini Union, 333-0112.
3. Landlords may not lawfully refuse to rent to you because of your sex, race or National origin.
4. Purchase inexpensive renter's insurance for your household in case of theft or fire. The landlord is not legally responsible for your losses should they occur.
5. When/if confronted by a police officer for any reason whatsoever maintain a calm and polite attitude. Do not argue with the officer even if he/she is acting improperly. You can resolve the matter in Court with the assistance of Student Legal Service.
6. Alcoholic beverages may not be consumed on any public property, sidewalk, parking lot, etc.; nor may an alcoholic beverage be transported after opened in any type of motor vehicle, in any compartment, including the trunk of the vehicle.
7. Beware of telephone and mail invitations to purchase items or earn prizes because you purchased an item. Most "prize" contests which involve a contribution of any amount of money by you are "rip offs" and many are illegal. Hold onto your money!
8. Be aware that most of the time used autos and most other used items do not carry any guarantees or warranties. You take the item "as is". Have an independent licensed mechanic thoroughly examine any used vehicle before you make a purchase.
9. Many U.S. students believe international students are wealthy. Do not make personal loans in any amount of money which you are not prepared to forfeit forever. International students are frequent victims of unscrupulous borrowers in the name of friendship.
10. Your Student Legal Service at 324 Illini Union is open Monday through Friday, 8:30 to 12:00 and 1:00 to 4:30. The office is staffed by three licensed attorneys. All information you discuss with your attorney is confidential. The office is funded entirely by the \$5.00 Student Organization Resource Fee (SORF). The \$5.00 SORF fee funds over 200 student organizations including many international student groups. If you obtain a refund you will not receive any assistance from the SLS office. Never obtain a (SORF) refund!

STUDENT LEGAL SERVICE

*At the University of Illinois
Urbana-Champaign*

Renters beware of discrimination

Forum

Thomas Betz

The Student Legal Service and the Tenant Union have received a number of complaints over the years regarding housing discrimination. Unfortunately, many times students do not fully realize that local, state and federal Fair Housing laws apply to all persons, including student renters. We have had landlords refuse to rent to Indian and Pakistani students because, "The cooking odors ruin my property values." International students have been told by the landlords, "What do you think I'm running here, a f--king mosque?" We have seen landlords who don't have property available for rent when Jewish or black students request a rental application on a given day, but lo and behold, there

are of no relevance and/or are irrational. Rarely does the prospective tenant realize the availability of the desired property nor the real purpose behind the landlord's scheme. Management companies have, with years of experience, acquired finesse when engaging in racial steering.

Title VIII of the Civil Rights Act of 1968 proscribes discrimination in the sale or rental of housing in both the public and private markets. As of March 12, 1989, the Act prohibits discrimination because of or "on account of": race, color, national origin, sex, religion, handicap or familial status (children, including "any person who is pregnant or is in the process of securing legal custody of any individual who has not attained the age of 18 years").

Steering by race to specified buildings or locations is unlawful as is false representation of lease-

We have seen landlords who don't have property available for rent when Jewish or black students request a rental application on a given day, but lo and behold, there are six units available the next day for white, gentile tenants.

are six units available the next day for white, gentile tenants. Students from the Far East frequently encounter subtle and sometimes not-so-subtle refusals to rent by campus-area landlords. I have personally had landlords say to me, "I will never rent to those kind of people again." You may fill in the blank with any racial, religious or ethnic minority you wish as to who "those" people are.

We have several local landlords who practice a seemingly benign form of racial and ethnic steering. Minority tenants are all concentrated into specific buildings the landlord manages. The landlord achieves a form of racial/ethnic segregation in the property he or she leases. The usual excuse is, "Chinese, African-American, etc., students want to be with their own kind." Some landlords will steadfastly maintain this is true despite the fact that the student tenant wants to be close to the engineering campus and property is available nearby. It seems that once the rental agent becomes convinced that this form of racial discrimination serves the interest of the given racial or ethnic group, the individual desires of the prospective tenant

hold availability, which is a fairly common local practice. In addition, local ordinance prohibits rental discrimination based upon sexual preference, welfare status (public-aid recipient) and student status. Requiring parents to sign as sureties on leases for student tenants who are legally adults is becoming less common, but may be under certain circumstances an unlawful form of age discrimination and "matriculation" discrimination.

Refusing to rent to interracial roommates or married persons is thankfully becoming less common in this community.

As tenants and prospective tenants you have the legal right to select housing within your economic means. The landlord does not have the right to deny you this choice based on racial, ethnic, religious, etc., criteria. If you feel that you have suffered from unlawful discrimination, the law provides you with a remedy to seek money damages and a court or administrative order compelling the landlord to end the discriminatory practice. The Student Legal Service and the Tenant Union are prepared to assist you if you have been a victim of housing discrimination.

Party fines can bankrupt students

9-13-91

Forum

Thomas Betz

It's Friday night and the semester has just begun. It's time to party, party, party. You and your three roommates decide to throw the great welcome-back-to-the-University-of-Illinois bash. The word goes out to the prairie populace and 75 students of all ages show up to your three-bedroom apartment on the third floor.

The kegs are running freely and the music is at a deafening but very funky decibel. At 2 a.m. the emissaries in blue (uninvited guests) come knocking at the door. Nobody answers as it sounds like a slightly out-of-sync addition to the musical percussio. The Sheriff of Nottingham is not amused and the uniformed constables are about ready to kick in the door as this is their third breakup of a bash that evening. Finally, a party-goer opens the door, thinking the dudes from down the hall have finally arrived fashionably late. Pandemonium ensues.

"Shit, it's the cops!" someone yells to the underage drinkers on the balcony, who drop their brews on the first-floor landing, just missing Officer Krupke stationed downstairs.

An inebriated guest steps up to the largest officer to say to him, "Why are you ... like,

why are you always harassing students, like, man, can't you go after real criminals?"

While this inept diversion is going on, the tenants/party sponsors are trying to conceal the three almost-empty kegs. Alas, the kegs just won't fit in the dishwasher. Partyers are still scattering like roaches hearing a light switch. The dust finally settles amidst the detritus of beer cans, stale tobacco, marijuana fumes, misplaced undergarments, paper plates and crushed potato chips.

The preceding scenario is far too familiar to many University students. A party of this sort can become an incredibly expensive fiasco in Champaign. Possession of the unlicensed kegs can result in a \$300 minimum civil fine for each of the four roommates. The highly audible noise can result in a \$135 fine for each of the four roommates. Serving alcohol to minors can result in a \$135 fine for each roommate. Additionally, each person under 21 can be ticketed for possession or consumption of alcohol, an \$85 fine.

The drinker with an attitude, (you remember him as the one who challenged the cop to go after real criminals), has guaranteed himself a city offense ticket for obstructing a police officer in the line of duty, which will be a minimum fine of \$135. The minors who just missed hitting Officer Krupke can be charged with throwing dangerous material and eat another \$135 of their rent money.

It must be kept in mind that these are all essentially civil matters where the prosecutor's burden of proof is to establish that "more likely than not," the offense took place. Guilt beyond a reasonable doubt need not be established. The total fines paid for various offenses at a really "good" party can enrich city coffers by \$3,000 to \$5,000 and further diminish the reputation of the student body to an incalculable degree.

Unless you have a masochistic need to empty your own pocketbook or are an extreme anal altruist toward the city of Champaign, the above financial disaster is unnecessary and easily prevented. To avoid major problems, make sure your kegs are properly licensed, do not serve or allow to be served those who are under 21 and, after 10 p.m., make sure that music is not audible beyond the party premise. Also, be cooperative and polite if the police do arrive to dampen the party spirit.

It is my naive hope that police/student relations can be improved with all elements trying to be more understanding of one another with students taking the initiative to avoid filling the city treasury because of loud parties. If you do receive a city offense ticket, please continue to feel free to use your Student Legal Service at 324 Illini Union. We will try to help, but you can do yourself a big favor by avoiding the problem in the first place.

Getting a keg later? Read this first

FORUM

John Popek

Welcome back, my friends, to the show that never ends—Keggers! Whether you are of legal age or not, a keg or two is the medium of choice for those successful, informal get-togethers or after-hours events. Sixteen gallons of self-contained brew are impressive, less burdensome to the environment and economical, right?

Wrong! Your \$35 to \$50 party favor could cost you and each roommate throwing the bash from \$300 to \$500 apiece, for each unlicensed keg, in fines to the City of Champaign. For those who are not math majors: Two kegs times four roommates works out to \$2,400 to \$4,000 in total party expenses. While the police are there, you may receive extra bills for inviting underage drinkers to attend and for entertaining the neighborhood with your tunes.

The semester has just begun, and Student Legal Service attorneys have seen clients with more than \$13,000 in keg fines. Also, forget about magic—the city will not deal on these—300 bucks equals 300 bucks. The city's position is clear; if the students are foolish and lazy enough not to get a free permit, then the city will be more than happy to collect a finder's fee.

When the law was first brewed up, the initial draft required keg-sellers to be responsible for filling out permit paperwork and sending it all to City Hall. However, because of lobbying by the merchants, permit responsibility was foisted onto the buyers. It was supposedly just too much work

to fill out the permit considering the small profit the alcohol merchants derive from sales (read politics). The law in its final form does not require merchants to inform buyers of the permit requirement nor to even require a permit prior to sale. The merchant need only check identification for age and have you sign a document that acknowledges you are over 21. As the merchant sits back and collects his or her money, the city gets contributions to run government, and your party bill hits Jupiter.

To compound the problem, you may only obtain a "K" license from City Hall itself. You must go down there during their business hours of 8 a.m. to 5 p.m., Monday through Friday, to fill out the application five or more days in advance of your party. The permit is only good for two consecutive days. Spur-of-the-moment Friday-night keg parties are clearly dangerous to your financial health. While the city allows the merchants to sell until 1 a.m., they restrict your ability to legally possess kegs by their own office hours. With this scenario, the city is basically inviting and condoning "illegal" behavior—by allowing the selling and purchasing of kegs past the city's business hours for obtaining a permit, while busting students for possessing a keg without a "K" license.

The "K" license application form itself requires, among other information, the address of the party. In effect, it is almost a written invitation to have your party raided. Who is to say that the mayor does not forward all addresses on permits to the police department with orders to "check out the party," when the license form itself says at the bottom, cc: Police Department? Applicants are therefore forced to make a choice. Get a permit

and be on the constant lookout for Big Brother, or forget the permit and suffer Big Brother's wrath. A no-win situation.

Also, do not forget to post your "K" license on the premise's wall; I do suggest appropriate matting and frame for aesthetic purposes.

If your idea of fun is a \$300 to \$500 blue city certificate of appreciation and going hungry all month, then skip the license. Student Legal Service's current record-holder for enriching the city coffers is \$3,600—seven roommates at \$300 each plus one keg and various other miscellaneous violations. If the amount expended is truly in direct proportion to the level of fun, that must have been one helluva bash.

Permits are free, kegs are not. The way I see it, you have two options: One, play the game by the rules as they are now, get your permit and keep your money; or two, take your chances without a permit and perpetuate the unfairness with your fines.

One further thought. The section upon which violations are cited (read: You're busted) makes it unlawful to possess beer in "keg packaging" that is in excess of 16 gallons without a "K" license. A "pony keg" contains only eight gallons and is much easier to carry.

A possible third alternative exists. If students are going to help pay for city government through generous "keg contributions," then they should exercise their right to complain about the way the law is operating by informing the mayor and City Council of their concerns. The squeaky wheel gets the grease.

John Popek is an attorney for the Student Legal Service.

9-27-

A word to the wise: Guard your card

10-28-91

Forum

John P. Popek
Susan Y. Hesse

P.T.'s LEGACY P.T. Barnum once said, "There's a sucker born every day." P.T. made name, fame and fortune based on this principle. Unfortunately, the principle did not die when he did. Scam artists abound who make their living and profits off of unsuspecting people who still believe in the American Dream of "hitting a big one" for free. What compounds the problem is that the scammers contact "prospective customers" in ways that appear legitimate, as the following will illustrate. Through mailed "Contest Notifications," phone calls, letters or advertisements, the scammers attempt to reach your wallet or purse. A lot of them can truly receive high grades for imagination; but what really counts is that they receive low marks for delivering what they appear to promise.

CONTEST CONS "We are unable to contact you by phone; therefore, we are advising you in writing that our obligation to hold your major award will expire within 72 hours of receipt of this notification. One of the following four (4) awards has already been secured in your name for your participation in our National Promotion:

- 1990 Ford Mustang
 - \$2,000 cashier's check
 - Two-carat genuine faux diamond
 - \$1,000 U.S. Savings bonds
- For details and shipping arrangements, you must call (000)-555-0000.

Notice: This offer is not available to the general public."

If you have ever received a postcard through the mail with such an offer and you tossed it in the wastebasket, you are indeed wise. Unfortunately, many students, especially international students who are unfamiliar with the long and dishonorable American tradition of free-enterprise fraud schemes, invest \$500 to \$1,000 for items of limited value in order to obtain the "1990 Ford Mustang." Usually, the investor receives the "genuine faux diamond," i.e. a 50-cent cut-glass pendant. Any promotion that requires you to spend any amount of money in order to receive a prize should cause you to hold on to your pocketbook. As the saying goes, "There ain't no such thing as a free lunch."

If you receive telephone "prize" solicitations, be very careful. The scam usually involves a strong intimation by the caller that you have won the grand prize. You then, in your euphoric state, order \$500 worth of vitamins on your MasterCard. Fifteen minutes later a "supervisor" calls to confirm your order and confirm that you were not guaranteed the Ford Mustang. The supervisor, in confirming your order, will politely ask if the conversation can be recorded to confirm the contract. Once you permit this you are waiving all claims regarding the false enticements to induce you into making the purchase. Do not agree to allow yourself to be recorded, and do not give your credit card number over the telephone.

TELEMARKETING This form of "salesmanship" is the seller's dream. An oral contract is made upon terms that are told to the customer over the phone; if the "spiel" is accepted, the customer must give his/her credit card number then and there. The "written contract," if it comes, may be different from the terms "agreed" upon during the telephone conversation. There are three important

points to this: One, they have your money; two, legally, it is the written contract that spells out the agreement; and three, you have bought something sight unseen that may do all promised you or a fraction thereof.

Of course it was explained to you that should you be dissatisfied in any way, you will receive a full refund. Some companies, however, should be required to play "catch me if you can" as background music when this is explained. Through the miracle of telephones and computers, these companies are usually 3,000 miles away when they first contact prospective buyers; they are not as close as your telephone. When something goes wrong, Mars is closer.

Point number one above is self-evident. They have zapped your card within a day after your agreement was sealed. By the time you receive the product, you have probably paid your credit card bill.

Point two is for when it finally arrives. During the conversation, you were told that if you act now (during the phone pitch) you will also receive a free gift, a bonus, a premium, an aardvark, whatever. This is incentive for you to buy now. This is the great American dream of something for nothing. Guess what? There is no Easter Bunny, and you don't get something for nothing. A recent example we experienced at Student Legal Service:

Ring (telephone call). "Mr. Jones, you have the opportunity to buy a year's supply of vitamins for \$500, and if you act now, you also will receive one of our premiums. Only two are offered and you were chosen to receive either \$5,000 cash or a 1991 Pontiac Grand AM. But you must purchase now—your product and premium will be sent to you. Please give me your Visa/MasterCard number." "Oh, Happy Day!" Some weeks later, the product arrived, and so did the written contract/guarantee. The contract listed five premiums along with the chances of receiving them. Our buyer got the genuine faux diamond necklace, not the cash or the car; the company got his money, needless to say. To be perfectly truthful, the above story did end happily—the buyer got his money back (this time), but only after a great deal of effort.

Each year many people fall for the something-for-nothing approach and can't find the merchant when the goods turn out to be less than they were promised. If you can't find them later, whom can you sue?

The best advice is that if they require your credit card number now—forget it. It is almost too late to change things once you get the "written agreement." If you send back the product, then they have your money and the product. Why invite more problems—school's not enough? Go to a store where you can see, touch and rattle the product. More important, stores have employees to whom you can complain when the whatzit doesn't work. That is point number three.

This is not to say that every phone solicitor is selling a rip-off in the making. But ask yourself one question—if they are giving away such neat, expensive prizes, how do they make a profit?

Our buyer in the above story called to complain about the terms "agreed" upon in the initial phone contact. He was told that the entire conversation, in which he "accepted" their terms, was recorded. Buyer did not know this then. What he also did not know was that this recording is illegal in Illinois. If you do purchase by phone and have a complaint, do not be coerced into submission because of the threat of prior recording. If you did not agree to the

taping, it is illegal and cannot be used against you.

Lastly, do not give your credit card number over the phone to anyone who calls you with free offers. If you make the call, at least you have a start in tracking down the company should the product and the promises turn out to be false.

In this, the 1990s, buyers still must beware. **CHARITABLE SOLICITATIONS** Many charitable organizations solicit contributions by telephone. Most charities are legitimate; however, there are a large number of phony charities who solicit for the altruism of their own bank accounts. When contacted, ask for written information on the charity to be sent to your address and specifically ask for a breakdown of where/how contributions are spent. Find out where the charity is headquartered, the name of the person you are dealing with, and the not-for-profit tax ID number of the organization. If they can't supply any of the basic information immediately, hang on to your wallet.

CREDIT CARD INSURANCE Many things in life are worth insuring: your home and your life, for example. What many people do not know is that credit cards are not on this list. Consequently, when you receive a phone call offering to insure your credit cards against theft, loss and unauthorized use, for a "nominal" annual charge (which will automatically be billed to one or more of your credit cards), this may sound like a sensible thing to do. After all, if your cards are stolen, other people may use them freely and stick you with thousands of dollars of liability, driving you to financial ruin, right? Wrong!

This "insurance" is absolutely needless. Federal law provides that your maximum liability for wrongful use of your credit cards is \$50 a card. This is actually stated right in your written agreement with the card's issuer in all that fine print that few people ever bother to read.

If your credit cards are ever lost or stolen, report this immediately to the cards' issuers. At the very most, you will only be liable for up to \$50 on each card for any charges made following the time of the loss or theft. This will be an amount less than the premiums you would be paying for the "insurance" you would have purchased to "protect" you. The law already protects you, so don't pay anyone else for such redundant coverage.

Remember, there are lots of companies out there who will try to get you to buy into their scams. They will approach you by mail, by phone, and door-to-door. Always avoid any proposals that require you to spend any money, give your credit card number or make any hasty decisions. Any legitimate offers, and these are few and far between, will not require you to buy anything more expensive than a postage stamp, will give you plenty of time to think it over and will be willing to answer all your questions about their organization.

Many students from foreign lands who have credit cards know that they are not supposed to or do not give their card numbers out over the telephone when they are at home. In Spain, for example, people operate only on a "by signature" basis when using their credit cards. Why should your actions be any different now just because you are here in the United States?

Don't leave home without it, but don't phone it in either.

editor's note: Popek and Hesse are staff attorneys for Student Legal Service

Lessors often ignore deposit-interest laws

Forum

**Thomas Betz
and John Popek**

A number of local landlords persist in their tradition of hoodwinking tenants out of their legal right to 5 percent interest on damage deposits. Illinois law clearly states, "A lessor of residential real property, containing 25 or more units, who receives a security deposit from a lessee to secure the payment of rent or compensation for damage to property shall pay interest to the lessee computed from the date of the deposit at a rate of 5

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percent a year on any such deposit held by the Lessor for more than six months." In the City of Urbana, 5 percent interest must be paid on all deposits for all non-owner-occupied residential property when the deposit is greater than \$100 and the tenants are not in default under the terms of the lease. Our local landlords are amply familiar with these laws, but they still choose to find creative and usually unlawful ways of circumventing the law.

Many leases we are seeing at Student Legal Service contain expressed provisions waiving the interest requirement. One provision reads, "If interest on Security Deposit is requested, an additional \$5 bookkeeping fee will be charged per

month." The drafters of leases are inserting such quaintly illegal provisions as, "It is understood that the security deposit is net of security deposit interest, if any." Yet another lease provision reads, "In lieu of paying \$2 a month more rent than stipulated in this lease, lessee agrees to forfeit annual interest earned on security-damage deposits."

Hundreds, and in all likelihood thousands, of students have signed leases containing interest-waiver provisions. In general, landlords who write these sleazy provisions are often landlords ready and willing to abuse your other rights as a tenant. When you as a tenant forfeit your right to interest, you might rest assured that your security deposit is less than secure. When you sign your next lease, make sure it does not contain a "waiver of interest" provision.

If your current lease contains an interest waiver, you are not without legal recourse. The appellate courts in Illinois strongly frown on landlords' attempts to rob you of your interest. In one case the court ruled, "We conclude that, to the extent that defendant (the landlord) tried to circumvent the mandates of the statute, it willfully refused to pay the required interest. Therefore, plaintiffs (the tenants) are entitled to the full statutory penalty of costs, which the trial awarded, attorney's fees and an amount equal to the amount of the security deposit." The Student Legal Service advises you to encourage your landlord to cancel the waiver provisions in your current lease. If your lease from the 1990-1991 lease year contained such a provision, and you did not receive your interest in your security-deposit refund check, we encourage you to file a complaint with the Tenant Union and with the Student Legal Service. Improvement will only happen if enough squeaky wheels demand to be greased.

editor's note: Thomas Betz and John Popek are attorneys at large for the Student Legal Service.

11-8-91

Flyer beware of changing air travel

Forum

Susan Y. Hessee

Airline deregulation has made major changes in air travel. "Big Brother"—i.e., the federal government—is no longer supervising airlines, although the Department of Transportation still imposes very limited rules on them. Therefore, when you deal with an airline, you are pretty much on your own.

Let's see what protection the government still provides. First, smoking has been banned on all domestic flights of six hours or less. This is good news for some and bad news for others. Smoking areas in airports are crammed with passengers either stocking up for the flights or recovering from an overdose of smoke-free air upon landing. However, if you are a non-smoker, this is a real benefit.

Second, because of the universal practice of overbooking, some protection is offered passengers who can't be accommodated. If your flight is overbooked and you don't mind being "bumped," you can volunteer to delay your departure in exchange for whatever you can get the airline to give you as compensation. (*Never do this for nothing!*) You might get cash, a free ticket, hotel accommodations, meals, etc. It's strictly a matter of what you can negotiate and how desperate the airline is.

If not enough volunteers emerge, you might be involuntarily bumped. If the airline can get you on a flight that will arrive at your destination within an hour of your original time of arrival, you get no compensations. If the best they can do is get you there more than an hour late, but less than two hours late, they must pay you for your ticket (up to \$200). Should you be rescheduled on a flight that gets you to your destination more than two hours late, the airline that bumped you must pay you twice the fare on your original ticket, up to \$400.

If that sounds fairly chintzy, you'll love this:

Several exceptions apply to the compensation rule, allowing the airline to avoid having to pay you anything. No compensation need be paid if:

1. You, the passenger, have not complied fully with ticketing, check-in and reconfirmation procedures.
2. The flight is cancelled.
3. You were bumped because a smaller plane was substituted for safety reasons.
4. The original plane contained 60 seats or less.

5. You are bumped on a flight from a foreign country into the United States.

The third and final area the government still covers is baggage limits. This is designed to keep to a minimum the number of pieces of luggage you can carry on the plane, as well as the size of each piece.

If your flight is overbooked and you don't mind being "bumped," you can volunteer to delay your departure in exchange for whatever you can get the airline to give you as compensation.

Beyond these three areas, the government has retired from the airline business, and you are on your own. A whole array of ticketing options is now available, as airlines scramble to attract your business. Ticket prices vary widely, as do conditions attached to those prices. As a general rule, the cheaper the ticket, the more conditions it contains.

Many economy flights are non-refundable and non-assignable; if you can't make the flight, you're stuck. On-flight meals are no longer the rule (some passengers consider this a step in the right direction); complimentary soft drinks and peanuts might not even be offered. The price of your ticket might even be subject to change between the time you purchase it and the time of your flight.

Airlines and their agents must inform you of all these conditions, but have to do so *only if you ask*. By purchasing an airline ticket, you are buying into a contract—the terms of which have not been made known to you. This is like buying real estate over the phone; don't do it. Make sure you're an informed consumer, and ask for all the details before you put your money down.

This sounds like a lot of work and an uphill battle for one individual against an entire airline. You can make it easier by operating through a reliable travel agent, who can handle the search for the perfect ticket for you. Many passengers are leery of travel agents, believing that the ticket will cost more to pay the agent's fees. This is not true at all. Travel agents are paid by the airlines, and the cost to you is the same, whether you use an agent or buy the ticket direct from the airline.

Of course, adding another party to the transaction is not without risk—some agents are not reliable. However, you can usually trust a local, established office, especially if they're a member of the American Society of Travel Agents. Beware of agents who advertise 1-800 numbers, only deal over the phone and require your credit-card number by telephone. In addition, certain airlines do not contract with agents, but require that you book your tickets directly with them; don't overlook their existence.

Air travel has never been cheaper, and more options than ever are available to the flying public. This requires you to take responsibility for your air-travel arrangements, as the government is no longer your shepherd in the process. Be aware that more is involved than buying a seat on a plane. Everything is subject to change along the way, so be sure you know exactly what your ticket guarantees and what it doesn't before you pay the money. Flying defensively is your best protection.

Hessee is an attorney for the Student Legal Service.

11-25-91

Errors made in choosing rental housing

Forum

Susan Y. Hessee

John Popek

It's the time of year when many of you are planning where you are going to live next year. There are numerous common pitfalls experienced by student renters in Champaign-Urbana when selecting rental property. Some of the more notable are:

1. The early bird catches the worm. Many student renters are under the mistaken belief that in order to find a decent apartment they need to sign a lease in January. Rest assured that a wide selection of rental units exist throughout the community through the spring and well into May and June. Unless the property is truly unique there is no need to feel pressured into signing a lease in January. Creative lease-bargaining is more likely to be available later in the rental season.

2. This is a "Standard Lease": take it or leave it.

There is no such thing as a standard lease. There are over 500 different landlords in Champaign County, and each landlord uses a different lease. You should have the Tenant Union or Student Legal Service examine the lease before committing your signature and your money. The Tenant Union has a wealth of complaint files on area landlords that can help you avoid signing the lease with the landlord from hell. When presented with a lease on a "take it or leave it" basis, do the wise thing: Leave it!

3. Putting up money to hold the place.

A few local landlords require you to pay a cash deposit to hold the unit before you actually

are guaranteed the rental unit and before you sign the lease. Usually if the landlord rejects you as a tenant you will get the deposit back, but if you reject the landlord for any reason whatsoever you forfeit the \$500 you deposited. Numerous students are victimized by this sleazy practice. The ripoff artists who require "holding" deposits are depriving you of your negotiating power regarding the terms of the lease and the quality of the unit. Their reptilian instinct tells them you would rather sign a bad lease than give up \$500. Don't ever put money down to "hold" a unit!

4. Rental price is the bottom line.

Price and location are key factors in selecting rental housing, but beware: "Price" can be a deceptive concept both within the lease and outside of the lease. Always ask yourself what "price" includes. Does it include parking, or is this an additional fee? Will you receive an assigned, guaranteed parking space? Is there an additional charge for common metered utilities? Sanitary tax charges? Garbage hauling? Fixed maintenance fees? These fees should be spelled out in the lease. Price factors outside of the lease include utilities. Talk to current tenants and find out what heating, electricity, etc. cost. This has been a mild winter so far; thus, you should calculate a higher cost for next year.

A tip on energy expenses: A unit with units below, above and on each side gives you substantial heating benefits. Avoid corner apartment heating benefits. Avoid corner apartment heating benefits. Avoid corner apartment heating benefits.

5. Summer sublet/fall option.

This is a fifteen-month lease and is widely available and strongly promoted. It usually is also a poor decision. Under this scenario, you sublet from the current tenants for the summer at full price and sign a lease with the landlord for a

one-year term. You naturally assume that you will be able to pawn off the summer of 1993 on another group of students using the same scheme. In reality, only about one out of four students will be successful in subleasing for the summer of 1993. You can afford to pass on the summer sublet/fall option rental scheme.

6. "Don't worry—it'll be finished/fixed by August."

If you are contemplating signing a lease for an apartment that is either under construction or in need of repairs, think again. Even if the landlord promises that it will be in prime condition on Aug. 15, there's no way to guarantee that, and often, no relief for you if it isn't finished. Instead of putting yourself in the position of having to try to deal with the situation then, simply avoid the problem in the first place. Your fall semester will be much easier that way.

7. Can I commit to this person/company for a whole year?

A landlord is never likely to treat you better than when trying to entice you to sign a lease. If you are ignored, given the fast shuffle, talked down to or treated poorly in any way during this stage of the relationship, just imagine how things could deteriorate once you've signed the lease. You will be involved with your landlord and any agents in his/her employ for an entire year, so be sure they're the kind of people you think you can work with.

Avoiding these myths and pitfalls can make your housing search more informed and less stressful. Please remember to bring your lease into the Tenant Union or Student Legal Service before you sign on the dotted line.

Hessee and Popek are attorneys at Student Legal Service. 1-31-92

2-13-92

Don't let your cash go down the toilet

Forum

Thomas E. Betz

What do the following places each have in common: the foyer of the Illini Union, the Psychology Building, much of Sixth Street, City Parking lot J, the Student Services Building and the spaces between parked cars?

Guess #1: They are all locales in the City of Champaign. While this is true, it is not the correct answer but directly affects the cost of the correct answer.

Guess #2: Each place is rather boring, especially the space between parked cars. Subjectively, this answer is likewise true, but objectively it is not the correct answer.

Guess #3: Each location suffices in a dire emergency as a public urinal.

Unfortunately, guess #3 is the correct answer. Each location's relatively close proximity to our campus bars, bistros and boites have made them prime targets for those imbibers suffering bladder distress.

One can certainly plausibly contend that our local watering holes should greatly expand their restroom facilities to accommodate the overflowing crowds in need of effluent disposal. However, this is not a legally recognized excuse for unzipping and relieving oneself on a public stairwell. It is more appropriately brought before the health inspectors in our great city.

**Grit your teeth, clench your legs or
run like hell to the nearest truly
public toilet, but don't give the city
the opportunity to take \$85 of your
hard-earned cash.**

While one is expected, when riding the range under the Big Skies of Montana, to water and fertilize the flora to renew the prairiescape, studies have shown that concrete and macadam do not benefit from excremental fertilization where deep tillage hasn't first taken place. Public urination and defecation similarly cannot be regarded as a controlled experiment to prove the theory of spontaneous generation, as some poor soul will inevitably clean up the experiment before a new life form creates itself. Nor is it considered protected speech as a architectural critique under the First Amendment.

The Champaign Police, in their never-ending fight for truth, justice, the quota, the American way and an easy collar, are well aware of your urgent need for relief and are more than willing to eliminate \$85 from your wallet when they write you a little blue city offense ticket. Luckily, most students are not also charged with public indecency but merely flushed with embarrassment and a ticket for public urination.

The City fathers and mother who relish in the prospect of scapegoating students for every local ill are properly offended by the wafting stench that exudes from certain locales on campus. Needless to say, students do not need another black eye in this community and your fellow students deserve to use the Psychology Building for its intended purpose.

Grit your teeth, clench your legs or run like hell to the nearest truly public toilet, but don't give the city the opportunity to take \$85 of your hard-earned cash.

Betz is an attorney with Student Legal Service.

Letters

2-21-92

Spring break tips

To the editor:

AHHH, Spring Break! That annual bacchanalia of sun, sand, sex and sordid substances is over the horizon. For those of you who have yet to purchase your voyage to rare and exotic places, I wave the worn but essential ensign of caveat emptor—buyer beware!

When looking for that perfect getaway place, use your head, the one with a true brain—ask it a question: Why is this haven for impulsive behavior so cheap?

The answer from past experience as Student Legal Services *could* be: 1. You will share your room with 15 other bodies, all of the same sex—no fun, or 2. Your bus trip to the happy hunting ground is via 10 other states, taking up two precious days of valuable carousing time, or 3. Normal everyday definitions of descriptive phrases do not apply, i.e. “near the beach,” “small deposit,” “four-star accommodations,” “cheerful refunds” and “guaranteed.”

The following tips, while not ensuring a great experience, should reduce the chances of buying into the Spring Break from hell:

- 1. Get the whole package in writing; an oral contract is not worth the paper it's written on.
- 2. Do not deal with promoters using a P.O. Box number, you can't sue what you later can't find.
- 3. Remember that students and others promoting the package are getting commissions for selling them. However, they may know little about what they offer from *actual* experience.
- 4. Find out about *all* “hidden” costs before you sign, like deposits, service charges and the like, and get them in writing in the contract.
- 5. Treat the pre-debauch stage as you would any business as you would any business dealing—there will be plenty of time to zone out during the actual debauch stage of spring break itself.
- 6. Bring your contract to the Student Legal Service office, 324 Illini Union, before you sign it, for a look over.

Do your homework now—relax later. It's too late if you do it the other way around.

One last thought: The whole world of Champaign-Urbana knows when spring break is this year. This includes people who supplement their yearly income by foraging through other people's personal effects for items easily traded for cash, your TV, VCR, stereo. When you go away,

play a game called “cheat the burglar.”

Write down your serial numbers, lock up your valuables somewhere safe, rent a hungry Doberman to baby-sit your apartment, get renter's insurance. Do something so that your vacation only costs you what your contract says, and no more.

JOHN P. POPEK
Student Legal Service

SUSAN Y. HESSEE
Student Legal Service

Suggestions for subletting

Forum

Susan Hesse

Summer in Champaign not your idea of a good time? Most students agree and flee to more attractive locations. However, those apartment leases go on, and your landlord will expect the rent to be paid even though you are not living in the place.

The solution? Sublet, of course. But before undertaking this project, there are a few things you must be aware of:

■ **Continuing liability**—When you sublet your apartment, you become the sublessor; in other words, you are a kind of landlord. However, you also remain the tenant that you started out to be. Therefore, if your subtenant causes damage, fails to pay rent, or otherwise breaches the lease and can't or won't pay the damages, your landlord can and will hold you responsible. You must be aware of this risk when you sublet and decide if the amount of rent your subtenant is willing to pay will outweigh the financial risk you might be taking in allowing the subtenant to live in your apartment all summer.

■ **Security deposit**—In most instances, your landlord will not return your security deposit to you until your lease expires and damages can be assessed. When you turn the apartment over to a subtenant, you cannot predict what will or won't happen over the course of the summer. Unfortunately, the phenomenon of trashing one's sublet seems to be on the increase locally. Summer sublets are frequently looked upon as sites for a three-month orgy of parties, and the results can be disastrous. Even the kindest landlord will take a dim view of an apartment turned back in August that contains none of the right things—intact furniture, curtains, major appliances—and lots of the wrong things such as beer-soaked carpets, infestations of fleas, cigarette (and other) ashes, furry items in the refrigerator and enough garbage to form an independent landfill. It is very wise to obtain a security deposit from your subtenant (remember, you're a landlord now) to guard against any damage that a person might cause.

■ **Walk through**—Prior to turning over your apartment to your subtenants, you should conduct a walk-

through of the unit with them and note the condition of the unit as specifically as you can. This way, everyone will be clear on what damage, if any, was caused by whom. This will be of great help in sorting out security deposits at the end of the lease.

■ **Utilities**—Never leave utilities in your name once you sublet. Your subtenant might complain about the cost of transferring the accounts, but do it anyway. Your subtenant might well have friends and relatives all over the world with whom he or she likes to maintain frequent phone contact. Even with "Friends and Family," this can cost a lot. One instance in recent memory involved a student who took pity on his subtenant and kept the phone bill in his name. For this kindness, he was stuck with a \$7,000 phone bill. Air conditioning is very popular here during the summer as well, and your subtenant might prefer the atmosphere of a meat locker to more ecologically sound room temperatures. If these bills remain in your name, you might well wind up being held responsible for them.

■ **Impediments to subleasing**—Check your lease; it might well contain language attempting to regulate your right to sublet. Your landlord might insist on a right to approve your subtenant, charge you a "sublet fee," or even try to require you to prepay all your summer rent prior to subletting. This last tactic, also known as rent acceleration, is especially obnoxious. Sure, it would be great to have everything in life prepaid—what a wonderful sense of security that would offer! However, your landlord has no right to expect you to prepay summer rent just because you're subletting the place. Insist on your right to sublet if your landlord tries to impose such conditions on you. The only legitimate reason to reject a subtenant is if that person appears to be a financial risk. In that case, you are also better off since you remain responsible as well. Student Legal Service will be happy to assist you if you need help in overcoming such obstacles to a sublet.

With a summer sublet, you are likely to receive only nominal rent. In exchange, you are permitting someone else to live in your apartment and are putting yourself at risk for damage that a person might cause. Be very careful in weighing the risks and benefits in subletting. If you feel that it's worthwhile to go ahead, remember: GET IT IN WRITING. Both the Tenant Union and Student Legal Service are here to help.

editor's note: Susan Hesse is an attorney for Student Legal Service.

Simple crimes, major penalties

Forum

John P. Popek

Need to buy that something special, but don't have the bucks? With incredibly keen insight, here are a few things you cannot, will not or even think of doing—write a bad check for it or steal it!

Without boring you, I'll tell you flat-out and briefly why not: Both are crimes; both are taken seriously here in Champaign-Urbana; and faster than you can sign "John Doe," you can be ordered to pay in civil penalties much more than what the check was written for.

Criminally, bad-check writing is called "Deceptive Practices." It is a Class A misdemeanor, meaning up to a \$1,000 fine. The second time around, it's a felony. You have committed deceptive practices when you give a check to pay for property or whatever with the knowledge that there are not enough funds in your account to cover the check. That's all. This also covers pizza!

You'll be disappointed to know that if you steal this special item for a loved one, amorous purposes are not valid defenses to Retail Theft (a.k.a. shoplifting). Security guards are paid to catch you; it makes their day. It also proves they were not sleeping the whole day.

Retail Theft, also a Class A misdemeanor, is an easy crime to prove—you had taken and hidden merchandise and walked past the last checkout stand in the store. Voila! Technically, you do not have to leave the store. Under the law, your intent to steal can be presumed by the above facts.

It is a little-known fact that Illinois statutes have given store owners civil recourse against alleged offenders of Retail Theft and Deceptive Practices. Civil recourse means that without a criminal conviction, a store owner can sue you in civil court for the cost of the

property plus money damages. I say "alleged" because no criminal court needs to find you guilty prior to a store owner suing you for either offense.

Civil liability for Deceptive Practices allows the store owner to sue you for three times the amount of the check written (but not less than \$100 or more than \$500). Under the Retail Theft Act, civil liability can be up to \$1,000. Both allow the store owner to recoup court costs and attorney fees in addition to the civil penalty. Because of the nature and possibility of easy financial gain that can be made, certain stores do not hesitate to go after people under the civil-liability sections. This is especially true of a certain retail store in Lincoln Square Mall. Also, there is a law firm in Chicago that does this type of work regularly, it seems.

As you can see from the brief summary above, writing bad checks and shoplifting can be very expensive and embarrassing situations. Further, "theft crimes" stay on your record. For international students, criminal convictions can result in cancellation of visas and deportation. The penalties are just not worth it.

Speaking of checks, here's one last bit of information. The Champaign Police Department has enacted a rule with the blessing of "hizzoner," Mayor Dannel McCollum. That rule requires store clerks to provide the racial identity of the check giver on the check the customer writes in order to "facilitate the identification of the culprit" should the check be bad. If the store does not comply, then the police will not pursue any criminal investigation nor complaint by the store owners. The position of Student Legal Service is that this practice is morally wrong and discriminatory. If this new rule lacks basis and credibility in your mind, express your views in writing, c/o the Mayor, Champaign City Hall.

Popek is an attorney for Student Legal Services.

Tenants enter 156 complaints

Deposit problems irk student renters

by Russ Collins
Daily Illini reporter

Criticisms about money deducted from students' damage deposits have led to a slight increase in the number of complaints received by the University Tenant Union during September.

University students living in apartments and other private residences filed 156 complaints this September, compared to 122 for the same period last year, said Esther Patt, director of the University Tenant Union.

Seventeen of the 156 complaints cite Devonshire Realty, 510 S. Neil St., Champaign, while Century 21 and individual property owner Kent Stanford each were named in six complaints, Patt said. No other company was named in more than four complaints filed with the Tenant Union, she said.

"This is the third consecutive year that we have had multiple complaints concentrated in one company; in 1989 they were under Campus Courts; in 1990 they were under Royal Spectrum; and now it's Devonshire," Patt said.

Patt said the majority of the complaints about Devonshire concern the return of damage deposits. When a student leases an apartment, a damage deposit between \$100 and \$900 is collected under the assumption it will be returned at the end of the leasing period, she said.

For the landlord to subtract money from the damage deposit, the landlord must provide a "paid receipt" to the tenant listing what work was done to repair damages or what items were replaced in the apartment, Patt said. This receipt must be presented within 30 days after the lease has

more Complaints on 9

Complaints

continued from 1

expired, according to the law, she said.

Patt said 15 of the 17 complaints concerning Devonshire deal with charges for a cleaning service provided by Spring Cleaning Company, 2014 Joanne Lane, Champaign.

Patt said the statements the tenants received from Devonshire about the cleaning were not paid receipts, but itemized statements of cleaning charges.

Many of the students also brought their complaints about Devonshire to Student Legal Services, said Thomas Betz, SLS attorney.

"We're seeing some stuff that is quite surprising. They have charged \$96.50 from the damage deposit for a vacuum cleaner, and my students are telling me they've never had a vacuum to begin with," Betz said.

Betz also said he believes the students never received a "paid receipt" for the charges. He added that some of his clients' statements say Devonshire owes the students a certain amount of money, and "not one of my clients has received a check."

9-10-91

"In one of the statements, it says that a student was charged \$6.25 for removal of a 'Tidy Bowl' cleaner from the toilet. To me, that falls under normal wear and tear of the apartment, which has nothing to do with the damage deposit," Betz said.

Mike Rubenacker, chief operations officer for Devonshire, said he believes a receipt was mailed to each tenant, along with an itemized list of charges assessed to the tenant. Rubenacker said he learned about the complaints Wednesday from the Tenant Union.

Rubenacker added that Devonshire hired a private company to clean the apartments because his company does not have enough staff to clean apartments during "turnover time" in August.

"We contacted several cleaning companies, and they had the most competitive price for their services, and I'm not aware of any complaints from people who moved in this August," Rubenacker said.

Devonshire sent letters to tenants this spring explaining that they could make an appointment to have a company representative walk through their apartments and point out possible deductions from their damage deposits, Rubenacker said.

Lloyd Brooks, who currently lives in a Devonshire building in Champaign, said he asked Devonshire in August if he could move into his apartment four days early. The company informed him that he could arrive early, but they added that no one could clean the apartment before he moved, said Brooks, senior in commerce.

However, the apartment "wasn't that bad," Brooks said. He added that Devonshire has been "fairly quick" in attending to problems with his apartment.

In August 1990, 150 people complained about unclean apartments, with nearly 40 of the complaints coming from Royal Spectrum. Rubenacker said Devonshire took over management responsibilities for 230 of Royal Spectrum's apartments in December 1990.

SORF fee pays for itself

Column
Kyung Lah



I'm ready to tear my hair out.

I was staring at this immense form for my campus organization at the early hours of the morning, thinking how much I hate money. I felt pitiful begging the Student Organization Resource Fee (SORF) Board to give the Illini Speech Team some money for us to compete this year. I hated trying to itemize every single dollar we need so we could function. I just hated filling out the stupid form, acting like a hungry vagrant to a board of students who could determine the fate of my organization for the year.

To those of you who can not relate to my pitiful state, the form that is due tomorrow at 5 p.m. is the SORF application. The SORF Board is made up of eight students who were elected last year by the student body, three faculty and two ex-officio members. They allocate dollars to the hundreds of organizations that keep this campus interesting. Most likely, the fliers and ads around the University promoting campus groups are paid for by SORF. The meetings and speakers are probably financially supported by SORF. Lots of those neat booths on Quad Day were sponsored in part by SORF.

But what you may be thinking is, how the hell do they get all this money? Not from the University, mind you. The SORF board gets nearly \$172,000 from you and me.

If you look at that wonderful tuition bill that the University mailed, you'll notice in the transaction description under student fees that \$11 is dedicated to something called SEAL, SGA and SORF. The SORF fee is a mere five bucks. And it's refundable.

When most of us hear refund, we run like the devil to where we can get our (or our parents') hard-earned money back. Babette Munson Hiles, SORF administrator, says the SORF fee is a mandatory fee for the registered student body, but it is refundable. Registered Student Organizations can then apply each semester (or beg, as in my case) for these funds.

If you look in your timetable, you'll see that there is a refund period of two weeks where you can get your \$5 back. From Sept. 30 through Oct. 11 you can go to room 100 of the Administration Building, present your ID, they'll check a number on the back of your ID, you sign a waiver statement and you walk out of the hallowed halls of David Dodds five dollars richer.

Before you strap on your Reebok Pumps and run to the Administration Building, think about this for a second. The \$5 you pay goes to help hundreds of students on this campus.

Many of us may be involved with organizations and may not even be aware that these organizations receive student funds. Your five dollars go to help enhance student life. Even if you aren't involved in a student organization, you ultimately benefit from the events around campus.

For those of the more selfish breed, some personal benefit comes from not getting your refund. If you don't want to be philanthropic and help your fellow student, realize that by getting your refund, you're missing out on Student Legal Services. These legal services are open to all registered students who have not gotten their refund.

The Legal Service has three attorneys who provide court representation at NO CHARGE. So if you get an unjust speeding ticket from the lovable police, you can take them to court with an attorney available through the Student Legal Service. If you want to sue the pants off of someone, an attorney can help you for free.

Even if you think you'll never sue anyone while at the University, Esther Patt, director of the Tenant Union, warns students that somebody may sue them.

For those of us in apartments, this is a further incentive to forego the refund. Patt recalls an incident when some students got sued by their landlord for \$3000 after the pipes froze while they were home on winter break. These students had received their SORF refund and were out of luck.

"We see students who didn't think they needed lawyers. It costs hundred of dollars to pay a private lawyer. We encourage people to protect themselves by leaving their \$5 with SORF and leaving themselves with legal representation," said Patt. She also says that the total you pay in SORF over four years is still less than half of the first hour of consultation with a private attorney.

Imagine how much defending yourself in court must cost.

And don't think you can slide under the eyes of the University. Sure, the University is big. But as you get your refund, they cross off a mysterious number on your ID. And it's not like you can erase magic marker off of paper. And hey, it's money. They're not going to forget.

For those of us who are starving and living off of Cheese Whiz because we have no money, look at it this way.

It's only \$5.

I'll admit it. I'm cheap. But \$5 will get me a six-pack of beer, some nachos, or (ooh!) some more Cheese Whiz. C'mon, people, the benefits outweigh the piddly cost. Hiles tells me that SORF lost \$5,500 last fall to refunds. When dealing with the numerous organizations, services and people, that's a lot of money. The best thing all of us can do is just not get our refunds. You've probably already paid it. Just forget about it.

So as many other people and I grovel for dollars from the illustrious SORF board, I hope all of us will remember the benefits we're getting just by doing nothing.

Student groups to get SORF funds soon

by Tina Akouris
Daily Illini reporter

The fee students pay to support student organizations will soon be distributed by the Student Organization Resource Fee board.

SORF recently reached its fall deadline for receiving funding applications from student organizations.

According to Babbette Munson Hiles, SORF administrator, SORF received 225 funding applications this semester.

Students are charged a \$5 refundable fee at the start of every semester, providing SORF with funds to give to registered student organizations.

Last spring 5 percent of University students asked to have the SORF fee refunded, Hiles said.

"An organization has to be a registered student organization to be eligible for SORF funding," Hiles said. "As long as they're an RSO by the time we have our allocation meeting, we can make a recommendation for an allocation amount and send it to Vice Chancellor (Stanley) Levy for approval."

Hiles said that after the fees are collected and the refunds distributed, the remaining funds are placed into a large account.

"The net remaining funds go to the SORF board for allocation to different organizations," Hiles said.

SORF does not pay for social events or fund-raisers. Hiles also said SORF does not pay for food or alcohol used by an RSO and that an RSO must be open to the campus community.

SORF will be having allocation meetings to decide how much money the eligible organizations will receive. Decisions should be made by the end of next week.

"If a student goes to a lecture or any event sponsored by SORF, they're getting their money's worth," Hiles added.

Two organizations on campus that provide services for students with SORF funds are the Student Legal Service and the Tenant Union.

"Student legal services is the very reason why SORF exists," said staff attorney Thomas Betz. "We needed a stable funding mechanism, and prior to 1978 there was no funding, so we would sponsor refrigerator-rental sales."

Betz says they see "about 3,000 students in person per year."
Student Legal Service is the only SORF-

funded organization that cannot provide services to students who have received the \$5 refund. The Tenant Union and other SORF-funded organizations will serve students if they have received their refund.

Besides counseling students in the Student Legal Service office, the organization works with the Tenant Union to provide housing seminars in University residence halls.

"We have legal seminars with foreign students about basic campus laws," Betz said. "There are also seminars with fraternities on drinking problems, as well as other forums on consumer rights and criminal law."

The Tenant Union receives complaints or questions about landlords and apartments and can refer students to Student Legal Service or elsewhere.

9-25-91

Wedne

SGA still seeking students to fill campus committees

by Greg Keller
Student affairs reporter

The Student Government Association is still attempting to fill about 57 appointments to campus committees before an Oct. 1 deadline, and committee members say the delay is hurting students.

The Committee on Appointments "has been working really hard," said SGA President Mark Begovich, junior in LAS. Committee co-chairperson Mike Waldinger interviewed applicants for five campus committees Tuesday, and three appointments will be discussed at tonight's SGA meeting. But Waldinger, sophomore in LAS, said he must conduct many more interviews before the process can be completed.

While some key committees such as the McKinley Health Center Advisory Board are completely or nearly completely filled, most others have been only partially completed. Some, such as the Tenant Union Advisory Board, do not even have applicants for the Committee on Appointments to interview, Waldinger said.

Jesse Clements, campus recreation director, said SGA's slowness to make appointments "has historically been a problem." So far, only one of six student positions on the Campus Recreation Advisory Committee has been filled.

"This is going to be a serious problem this year," Clements said. The committee will be facing several issues directly affecting students, he explained. He said these issues include whether to increase fees for non-students who wish to use the Intramural Physical Education facilities.

The Student Legal Services Advisory Board is also affected by not having its student members. According to Tom Betz, SLS attorney, no meetings can be held until the board has student members. Four of five student positions are still open on this board, according to an SGA chart.

While saying he is not worried about the situation, Betz did mention that it is "relatively unusual" for no

The Student Government Association has 57 appointments yet to fill, and it says the lack of applicants is hindering the appointment process.

students to be on the board this late in the semester.

Betz said SLS can continue to function without student members, but its flexibility would be limited. For example, if an SLS attorney resigned, it could not hire a replacement without students on the board, he said.

Sharon Wolf, a Star Course senior manager, said the shortage of students on the Concert and Entertainment Board has prevented the board from hearing student input on which acts it brings to campus. Decisions are being made by the board's five faculty members, who do not know as much about what students want, said Wolf, senior in LAS.

Ivor Emmanuel, International Student Affairs Office director, said the missing student appointments have not yet hurt the Advisory Committee on International Student Affairs, but only because the committee will not meet until October.

Waldinger said he and committee co-chair Matthew Ivaliotes, sophomore in LAS, have been trying to figure out what slows down the appointment process. Waldinger thinks part of the problem results from not having enough time at the end of the spring semester to do all the necessary advertising, interviewing and appointing.

To solve the problem, Waldinger wants to perform basic tasks such as setting up the database for the applicants' names and phone numbers in the spring.

The committee would postpone advertising and interviewing until the fall. Advertising in the fall will reach more students, Waldinger said, and interviewing can be done during the week before classes begin, which will save time during the school year.

SLS alerting students to telemarketing frauds

by Audra Williams
Daily Illini reporter

The University's Student Legal Services has taken a step to make students more aware of fraudulent telemarketing practices.

"We took out an ad to warn students, because many students are being taken in by these scams," said Tom Betz, SLS attorney.

Betz said about 15 students have come to Student Legal Services this semester after losing money to telemarketing scams.

Most of the students are foreigners who are not familiar with this type of fraud, Betz said.

"This goes on all year long, but it has been increasing within the last month because the companies know that guaranteed student-loan checks have been issued," Betz said.

For example, credit-card holders sometimes receive postcards saying they have won anything from a fabulous trip to a brand new Cadillac, Betz said.

"Winners" then call a number, usually a 900 number, to claim their prize, Betz said.

They are then asked for their credit-card number and told that in order to receive their prize, they must purchase an item, such as a skin-care system or a water purifier, that usually costs about \$200, Betz said.

The caller ends up with a product "that really isn't worth anything" and never sees the promised gift, Betz said.

Following the scam, the callers sometimes seek help from a legal organization such as SLS or the Illinois attorney general's office. However, the

companies have often moved or changed the names by this time, Betz said.

Regina Haasis, director of the attorney general's Champaign office, said, "This is a pervasive problem, and of all the consumer complaints we receive, about 15 percent of them are related to telemarketing scams."

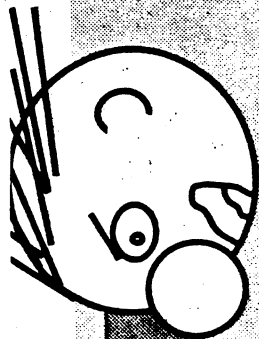
"The latest trend within the last six months has been to use more 900 numbers in order to get more money out of the consumer," Haasis said.

However, callers could receive protection from a new law that will take effect Jan. 1, 1992.

According to the law, an introduction must announce the price and specific terms of the call. If a caller may hang up during the introduction or up three seconds afterward and not be charged for the call.

10-28-91

10-30-91



shooting off

"Hopefully, it will rain or be cold." - Michael LaDue, Champaign Council Member, 2nd District, on the possibility of an unruly Campustown Halloween celebration.

"In one of the statements, it says that a student was charged \$6.25 for removal of a 'Tidy Bowl' cleaner from the toilet. To me, that falls under normal wear and tear of the apartment, which has nothing to do with the damage deposit." - Thomas Betz, Student Legal Services attorney, on the questionable damage deposit deductions imposed by some local landlords.

"Birds like the grass and the brush piles, and a deer drinks from my birdbath and sleeps in a raspberry patch. That alone gives me untold satisfaction." - Champaign resident Kenneth Billings, on his right to live in a decrepit house on un-maintained property.

"It is always unfortunate to see people cheering on torture and murder." - Laura Haber, president of the Progressive Resource/Action Cooperative, on hecklers of an October 8 PRC demonstration advocating the formation of a Palestinian state.

"Sometimes I think 'This is really neat,' and other times I think, 'Man, is this tiring.'" - Assistant Chief Illiniwek Steve Raquel, on performing at sporting events.

Officials scope out some spring-break scams

Shelby Zweig
Daily Illini reporter

University students who are saving their money for what they hope will be a vacation of a lifetime during spring break could lose it all if illegitimate travel companies.

"We are concerned that students might get ripped off," said Carlos Rodriguez, director of sales for the Oasis Hotel in Cancun, Mexico, whose hotel is being used for a spring-break scam.

According to Rodriguez, some companies do not have official contracts with the hotel and are advertising it in their brochures.

The companies have designed fake brochures and are advertising the Oasis Hotel below the regular price, Rodriguez said. Usually these companies contact people who thought they had reservations with Oasis about 30 days before the vacation is scheduled and tell them the Oasis is not honoring their reservation.

These companies tend to use a bait-and-switch technique.

They put the blame on another hotel and "put the blame on the Oasis," Rodriguez said. Rodriguez suggested that students who plan to stay at the Oasis ask for a receipt of their deposit from the agency that is making the reservations. The Oasis will also be giving letters of proof with a copy of the Oasis logo and Rodriguez's signature to agencies that are working officially with Oasis.

Also, students should double-check companies that use mail-in postcards and newspaper advertisements because they are often scams, said Tami Price, travel consultant with Campaign Plaza Travel, 620 E. Green St., Champaign. "Go through a travel agent, not the newspaper."

"I've been here a long time, and I've watched these things go on every spring break," said Thomas Betz, attorney for Student Legal Services. "They usually start right after

Christmas break when people start planning their spring break fiestas."

Betz said students often have problems when they do not get enough details.

Betz said students need to find out the name and phone number of the hotel, the name of the airline or bus company, and when they will receive their airline tickets, among other information.

"When buying a travel package, do it just like any major purchase. Ask every conceivable question," Betz added.

Betz suggested that students be wary of agencies that use post-office boxes and check them out. Many illegitimate agencies use post-office box numbers to avoid being identified, making it hard for them to be found and sued.

Betz said students should also watch out if the word "sun" is part of the name of the agency. He said this indicates a part-time operation.

Also, if a brochure says the hotel is near the beach, students should find out exactly how near the beach it is.

"Obviously, when in Florida, you are closer to the beach than in Illinois," Betz said, adding that near is a subjective term that could mean 100 miles.

Betz said to ask ahead of time if a damage deposit is needed. He said students always lose damage deposits, and they cannot get them back.

Many of these agencies can offer low prices because they are overbooking. After the students get to the hotel, the management makes up an excuse to throw them out. They often say they are creating a disturbance. Hotels do this so that they can move another group in and keep the money, Betz said.

After finding out all the details, students should get everything that is advertised put in writing, he said.

Workshops offered to would-be renters

by Barbara Horowitz
Daily Illini reporter

Apartment-hunting University students might want to check out workshops offered by the Tenant Union and designed to help students avoid common problems encountered when leasing apartments.

"The main purpose is to educate students about the basics of leases and landlords, so that they will be able avoid problems with the apartments next year," said Esther Patt, Tenant Union director.

"We find that students who come to these workshops learn a lot that they can use to prevent problems for themselves. A lot of students who have problems later in the year didn't come to the workshops," Patt said.

Patt explained the most common problems a student will encounter is signing a "bad lease, a bad landlord or picking a bad roommate."

"People need to make sure lease contracts reflect their agreements, because if it's not in the contract, they're relying solely on the landlord's good will," Patt said.

Tom Betz, director of Student Legal Services, said: "One of the biggest problems is students don't read their leases. Sometimes there are extra costs such as utilities and parking, and very few students figure in additional costs."

Betz also recommends looking carefully at clauses about attorney fees and privacy.

In the attorney fee clause, the tenant is required to pay for the landlord's attorney in a legal dispute, so Betz suggests, "students should amend the clause and make it a mutual obligation."

Additionally, Betz recommends adding a privacy clause because "unless the lease specifies, the landlord can come in anytime without

notice."

Patt also said students have to be careful when dealing with landlords.

"We have complaint files here at the Tenant Union, so the (fewer) complaints, the better the landlord," Patt added.

Doug Larson, owner of The Larson Company, said he recommends that new student-leasers talk to the Tenant Union before signing a lease.

"We just don't want to have problems down the road, so we try to make sure they know what they're agreeing to," Larson said.

Robbi Kelly, manager of Springfield Commons, said she noticed that many of the new student-leasers she deals with have talked to the Tenant Union.

"The biggest thing with first-time students is they go to the Tenant Union, and then they drive you crazy going through every question in the book. It's not a problem, though, they're just cautious," Kelly said.

Instead of problems between tenants and landlords, the most common disputes Betz comes across are between roommates, he said.

"In a roommate dispute, there is not much we can do except for encouraging them to sit down and talk," Betz said.

Larson agreed, saying, "We try to stress to people that they pick their roommates carefully, because the biggest problem we have is roommates not pulling their weight and the responsible roommates have to pick up their slack."

Betz said Student Legal Services works together with the Tenant Union and all services are free to students.

The "Apartment Hunting Workshops" started Wednesday and will be running in the University residence halls through Jan. 30.

Ignorance no excuse

The discrimination case recently brought before the Campaign Human Relations Commission involving local landlord J.W. Townley proves that all the laws in the world will not erase the racist feelings individuals have and the actions they take against other groups.

Last week, Townley was found to be in clear violation of the city's anti-discrimination ordinance. Townley was accused of having refused to sublet an apartment to an Asian man (because Asian couples cook fish and stink up the place, you know) and an African-American woman (too much trouble—they don't pay the rent). Kevin Pak, who no longer attends the University, was right to file the complaint against Townley, although he lost the most in this entire deal.

Having heard the testimonies, the CHRC did find Townley—who had been holding Pak's security deposit—guilty of discriminating against these people simply because of their race and national origin. However, Townley still came away with nothing more than a wink of the eye and a slap on the wrist. CHRC chose not to fine Townley, and all he had to pay was \$185 in costs for Pak.

Commissioner Tom Jones even said that he believed Townley was an "honest man," and that he would never knowingly discriminate against anybody. Jones went as far as to chalk Townley's actions

up to ignorance. This type of reasoning from a member of a body that, theoretically, protects citizens is unacceptable.

Unless an individual has been living under a rock for the past quarter century or so, he or she would have to be a fool not to know that discriminating against people based on race, religion, national heritage or creed is against the law. And besides, when did so-called "ignorance" become an excusable defense for blatantly racist actions? But CHRC's actions are not unusual, because it has traditionally looked out for the interests of local businesses and not for regular citizens.

Adding insult to injury, CHRC did not even mandate that Pak receive his \$260 security deposit back from Townley, but issued Townley a cease-and-desist order and told him to reimburse Pak only for money lost or spent while following through with the complaint. In the long run, Townley still makes a profit from being racist and a bigot.

Pak should be praised for having the fortitude to follow through on this complaint. Unfortunately, thanks in part to the CHRC, landlords like Townley have set a dangerous precedent and have sent out a scary message to other landlords in town that student tenants' rights are not important at all—except to the University Tenant Union, that is.

h g d i t m w w sa fis th m

SORF board outlines guidelines for funding

by Barbara Horwitz
Daily Illini reporter

2-24-92

While "Paid for by SORF" might be familiar words, many students probably don't know how the Student Organization Resource Fee board allocates the almost \$90,000 it is responsible for each semester.

"Our main goal is to allocate money to those organizations that best represent the students and the school," said Georgina Gonzalez, SORF board member.

LaVida Davis, SORF board member, said the board uses specific bylaws, and any organization proposing an activity that meets those guidelines will usually receive some type of funding.

"The first thing we do is look at each application based on its merits and how it follows the guidelines. Then we usually fund anything like honorariums, conferences and trips," said Davis, junior in LAS.

Mary Garippo, SORF board member, said, "The biggest project we do is to fund the Tenant Union and also Student Legal Services."

But SORF also funds about 200 organizations.

Once a registered student organization has applied for funding, it is then interviewed and given the opportunity to "present and defend (its) application," said Garippo, senior in LAS.

Next, the SORF board will review the applications and then allocate funds accordingly, but the final decision must be approved by Vice Chancellor for Student Affairs Stanley Levy, Garippo said.

Sometimes organizations will not receive the funds they requested, but they are then given the opportunity to

What SORF board does

The Student Organization Resource Fee board is an 11-member body of students and faculty who allocate funds from a \$5 refundable fee students pay each semester.

The SORF board—made up of six undergraduate students, two graduate students, three faculty members and two non-voting members—allocates money to student organizations to bring speakers to campus and present campuswide events.

The allocations are meant to be non-partisan, and Vice Chancellor for Student Affairs Stanley Levy has the final say about allocations.

Money from the student fee also helps support Student Legal Services and the Tenant Union. Students cannot use the legal service if they get a SORF refund.

resubmit their application for reconsideration, said Gonzalez, junior in LAS.

"If someone didn't receive funds, it could be for various reasons. We try to pinpoint the problem and advise them," Gonzalez added.

"Most of our allocations are based upon the merits of the function and how beneficial it's going to be to the campus and community as a whole," Gonzalez said.

Davis said SORF only funds activities and does not have the capability to "make or break a student organization."

"We don't really fund groups. We fund the things groups do in terms of how they will benefit the campus and the community," Garippo said.

SORF receives its budget from the \$5 refundable fee that students pay each semester.

3-26-92

Phony funds lure students

by Kerri Scholl
Daily Illini reporter

Many scholarship agencies offer easy money to students, but officials say the offers might not be legitimate.

George Chadderdon, junior in engineering, received such an offer.

"About three weeks ago I got this postcard in the mail" from the National Scholarship Foundation, Chadderdon said.

The postcard guaranteed Chadderdon \$1,698.12 because of his "present academic and financial circumstances," he said. The only criteria was that he call the agency within 72 hours.

"They just sent it to me out of the blue," Chadderdon said.

Chadderdon said he called and was connected to a recording that directed him to dial a 1-900 number, for which callers must pay.

"They went on a long time about the organization and mentioned not to worry (about the phone bill) because they would refund everything for the call if I wasn't satisfied," Chadderdon said.

"I left my name, phone number and address on the machine," Chadderdon said, adding that the agency never returned his call.

"I think it's a scam," he said.

Matthew Pryor, freshman in commerce, received the exact same postcard "in early March," he said.

"I applied for some scholarships, but not to this agency," he said.

Pryor said he tried to call the agency, but the line was disconnected.

"I tried again and finally got through," Pryor said, adding that he left his name and address but has not heard from the agency again.

Both Pryor and Chadderdon said they have not been

charged for the calls yet.

Orlo Austin, director of the Office of Student Financial Aids, said other students have received exactly the same letter.

Tom Betz, a lawyer with the Student Legal Service, said that although these scams are not prevalent, they are "fairly common."

"Every now and then it happens that people are turned down for financial aid and they spot ads in the newspapers," Betz said.

Students are susceptible to the idea of "something for nothing," Betz said.

Craig Munier, Office of Student Financial Aid associate director, said, "It does seem like this time of the year is a common time to see that type of ad."

Although differentiating between legitimate scholarship opportunities and scams might be difficult, officials said students can look for certain signals.

"If someone is advertising and soliciting you, that is a sign that something is wrong," Betz said. "Also, no one loans you money over the phone."

Munier said, "If the claims seem too good to be true, they almost always are."

Austin said that students should be "very wary and raise lots of questions" about such offers.

An illegitimate organization would not have access to students' academic and financial information, Austin said, adding that no two students would have the same financial background, as the postcard sent to Chadderdon and Pryor claimed.

Students are encouraged to go to the Office of Student Financial Aid to "find out how legitimate (scholarship offers) are," Austin said.

Students also should report complaints to the Attorney General's office if they think they have been deceived, Munier said.

A safer, saner era for spring break

By Roger Flaherty
Staff Writer

Ah, spring break! Sunny beaches, college guys and gals cruising along, volleyball in the sand, beer blasts, balcony leaping, 10 to a room, motel ripoffs, sexual diseases, drunken driving and drug busts.

The good, the bad and the ugly are all features of the spring rituals played out by collegians in such places as Daytona Beach and Panama City Beach in Florida; South Padre Island, Texas, and Cancun, Mexico. But this year, many colleges put special effort into reducing the bad and the ugly.

Loyola University observed the last days before spring break with a "drug and alcohol awareness week" that included theatrical vignettes by campus actors about date rape and a memorial vigil for victims of drunken driving accidents.

At the University of Illinois at Urbana, the Student Legal Service ran preventive education seminars and took out "several thousand dollars" in newspaper ads in the Daily Illini, the student newspaper, promoting a safe spring break, said director Tom Betz.

The ads focused mostly on avoiding consumer ripoffs and drug use. The newspaper's editors advised also on safe sexual practices, he said.

Julia A. Rice, a Student Legal Service attorney at the U. of I. at Chicago, warned in an article in the Chicago Flame, a student newspaper, that drunken driving arrests in other states nowadays are likely to show up in a State of Illinois computer. And outside the United States, things can get worse, she noted.

"No system in the world is as fair as ours; let that be a warning to the daring," she wrote.

Clemson University in North Carolina created a "peer education" program on drug and alcohol abuse this year in response to a

Students spoof travel ripoffs

"Wee, Cheatham and Howe, Travel Arrangers, presents Spring Break, 1992," read an ad last month in the Daily Illini, the student newspaper at the University of Illinois at Urbana.

Among the "sun-hot" specials listed were:

"Cancun: 7 days, 2 nights—\$398.00 inc: R/T air from Ecuador, 2 nights hotel stay."

The footnote (*) explained: "Based on 40-person occupancy per room, Dr. Scholl's not included, and five nights at the Cancun City Animal Shelter."

The university's Student Legal Service made sure its spoof ad was understood by offering an unlimited \$529 stay in Baghdad with ground-to-air Scud excursions.

Then the legal service turned serious, offering cautions in planning spring breaks.

They included:

• Avoid travel agencies that list a post office box as headquarters.

• Get specifics when the ad says "lodging near the ocean."

• Distrust unbelievably low lodging and air fares.

• Ask how many students will share a room and get the answer in writing.

• Beware of fellow students selling travel packages on commission.

The cautions were neatly summed up in another piece of Student Legal Service advice, this time in a letter to the Daily Illini from two staff attorneys. They wrote:

"Treat the pre-debauch stage as you would any business dealing—there will be plenty of time to zone out during the actual debauch stage of spring break itself."—Roger Flaherty

1990 survey showing the number of students who used marijuana, speed and cocaine increased during spring break. Undergraduates trained by the university conduct the programs.

Betz said the warnings are paying off. Traditionally, the days after spring break bring lots of new business, but so far this year, he said, students have sought help only for "a couple of traffic tickets in the Carolinas."

Meanwhile, some vacation spots that had grown cool to the student influx have become more welcoming, said Brad Nelson, owner of Inter-Campus Programs, a West Chicago booker of spring break trips, although the economy probably had more to do with that than improved student behavior.

"Daytona's treatment of them has improved," Nelson said. "Last year, the year before, there was a lot of harassment, but ... it's a conducive environment for college

students this year."

Anne Maddock, a Loyola junior, said she and two girlfriends spent the first week of March in the Boca Raton and Fort Lauderdale area and felt "we were wanted." She said restaurants and bars along the east coast strip were advertising spring break drink specials and entertainment. The only hostility they encountered was from a waitress in a Fort Lauderdale restaurant where they met 10 friends from Chicago.

Fort Lauderdale used to be known as the "spring break capital of the world," but in the last several years the city has actively encouraged students to go elsewhere.

Nelson, who claims to be the largest booker of spring breaks in North America (he gets Canadian students in February), said his agency advises student customers to be good guests: to drink respon-

Turn to Page 24

Break

Continued from Page 3

sibly, practice safe sex, avoid ignorant behavior, balcony climbing and wandering into traffic.

"We do it for their own protection," said Nelson, who expects to book spring trips for 15,000 to 20,000 students before the season ends this year.

A trip to South Padre Island, he said, will cost "\$300 or so" for bus transportation, "seven nights in a condo, a few discounts, some free parties." If the student drives, the package runs about \$200. Most sales are made through student salesmen, he said.

Hermuda offers a week of free parties during March and early April, but Nelson said air fares to island sites make them too expensive for many students.

problem of spring breaks, Betz said. Among the scams, he said, are the surprise damage deposits that motels never give back and overbooking that puts 10 to 15 students in a room. Sometimes, motel owners go further, he said, tossing students out on phony (and sometimes real) drug charges to make room for the next batch of students.

"We've had this from just about anywhere in Florida where hotels overbook" Betz said. "The cops raid at night, make pot arrests and then say, 'We'll let you get out of town.' Two hours later a new batch from Ohio State arrives and are given the rooms."

Bus service sometimes involves spending two and three days riding from one Midwestern "cow campus" to another picking up passengers on the way south, he said. And watch out for air fares that are too low for belief. They probably are.

UI Latino month kicks off today

Events a celebration of culture

by Peter P. Basler
Cultural affairs reporter

The University's celebration of Latino-American Month begins today, with the official "kickoff" at 4 p.m. in the south lounge of the Illini Union.

"A celebration like this raises people's consciousness about the diversity of our campus and the diversity of the issues here," said Chancellor Morton Weir.

Latino student Norma Mendez, said, "Latino month is very important. We have pride in celebrating and having people recognize our existence." Mendez, freshman in LAS, was being tutored in French at La Casa Cultural Latino, the University's Latino-American cultural center.

La Casa Assistant Director Lisa Santiago said the center will be a major sponsor of the activities being organized for the month.

"At the kickoff, Mosaico, the Latino dance group, and the Mexican student association will perform traditional dance," Santiago said.

"Also as a part of La Casa's Peer Retention Program, a workshop on apartment-hunting tips will be given in Room 407 of the Illini Union that evening as well," Santiago said.

Santiago said events will continue with a reception and an art exhibition by the Mexican Print Making Workshop at the Natural history building April 2 at 7 p.m.

Also scheduled is a Latino festival that will take place at the Illini Union Ballroom on April 4 at 6 p.m. During

more listings on 14.

Latino

continued from 1

the festival, a Chilean dance group and Los Andes, a singing group, will perform. Samuel Del Real will also play Salsa "Pegajosa."

Michael Jeffries, minority student-affairs director, said, "Latino-American month is very important because it raises awareness among the community about a growing part of our population, and supplements the education of the University as well, culturally."

Jeffries said he sees the programs offered to minority students, including those at La Casa, as a major force behind the increase in Latino student enrollment and awareness of Latino issues on campus.

According to La Casa's mission statement, the organization was established in 1974 to offer programs and activities that are "culturally and intellectually" relevant to Latino students. One of La Casa's continuing missions is to increase the awareness of Latino Culture on a mostly non-Latino campus.

Office of Admissions and Records files show an in-

crease in enrollment for Latino students over the past several years.

In the fall of 1989, Latino student enrollment reached 1,106 as compared to 1,268 in the fall of 1990. In the fall of 1991, enrollment reached 1,372.

However, Vivian Perez, senior in LAS and a tutor at La Casa, said that those figures can be deceiving because a lot of people don't put themselves down (on University documents) as Latinos, which is sad.

"But, it is understandable if they are trying to avoid discrimination my parents faced," said Imelda Estrada, another La Casa tutor.

Estrada said that most Latino undergraduate students are American-born, but that most Latino graduate students and professors are from Latin America or Spain. "Some Latino faculty are not familiar with Latino America and don't identify with problems our students face. But those that do get involved are very good. They serve as role models," Estrada said.

In the fall of 1991, Latino faculty at the University totaled 1.8 percent of all faculty. And more than half the current Latino faculty is on tenure track, according to the Affirmative Action Office.

City policy on checks called racist

by Christopher Adasiewicz
Daily Illini reporter

Some University students expressed discontent with a Champaign Police Department policy that requires merchants to record a check-writer's race.

The University's Student Legal Service has received six complaints this semester about the enforcement of the policy at T.I.S. Bookstore, 707 S. Sixth St., Champaign, said Thomas Betz, SLS attorney.

Stephen David, graduate student, said he filed a complaint because "the practice is extremely suspicious."

The policy states that police will investigate bounced checks only if the check-writer's race, sex and birth date and the type of identification used are written on the check.

"Students deeply object to the 'racial classification' being used. Placing a racial classification on the face of a check strikes many as insulting and reminiscent of apartheid laws," Betz said.

David said, "I find it appalling that a country that's

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Checks

continued from 1

supposed to be a bastion of human rights and dignity still uses race as a category for identification."

T.I.S. clerks use a two-letter code to record a check-writer's race, David said.

David said that during different visits to the store clerks have recorded his race as "IM" for Indian male, "BM" for black male and "AM" for Asian male. David is from South Africa.

T.I.S. owner Bob Tichenor said: "We do what the police require us to do. The policy is repugnant to me, but I have to follow it if I want to collect my money."

Tichenor said he tries to collect \$2,000 to \$3,000 in bad checks each year.

City officials said the policy quickens the investigation of a bounced check by narrowing the search for the check-writer.

Champaign Mayor Dannel McCollum said: "Anything that helps describe an individual is helpful. It's simply another piece of identification—the same as height and hair color."

"The name and driver's license number are not always accurate," McCollum said.

Deputy Chief John Gnagey said, "Race is a big help in any investigation—whether it's checks or rape."

But Betz said, "Given the fact that nearly 90 percent of all students and the community in general are Caucasian, racial identification can hardly be said to provide ironclad identification."

And clerks' inconsistent assessments of customers' race shows that the policy is ineffective, Betz said.

Betz said: "(The policy) minimally assists police in tracing down bad-check writers. However, this slight benefit is greatly outweighed by the insulting and potentially racist implications of placing racial classifications on the face of checks."

McCollum said he does not think the policy is racist "because it applies to everyone."

University students who were unaware of the policy said they objected to it.

"I'd be quite offended if when I get my checks back with my statement I saw my race written on them," said Janine Jones, junior in LAS.

Beth Myers, freshman in LAS, said, "I can see where the city says it needs the policy, but I can see where the city could use the policy to be racist unknowingly."

Jay Bernstein, senior in commerce, said, "I would imagine (the policy) aggravates racial tensions."

"I can see where the police say it's helpful, but if it really upsets people, the policy is not necessary," Bernstein said.

Dan Scheeringa, junior in LAS, said, "The Champaign Police De-

partment refusing to investigate any case because of a procedural problem is both unprofessional and petty."

Gnagey said "every business in Champaign is aware of the policy," but some officials and merchants said they have never heard of the policy.

Ronald Hermann, Champaign Human Relations Commission director, and Bill Anders, general manager of Follett's Bookstore, 627 S. Wright St., Champaign, said they are unfamiliar with the city's policy.

Bob Diener, owner of Record Swap, 606½ E. Green St., Champaign, also said he has not heard of the city's policy.

Diener said a private collection agency investigates Record Swap's bad checks.

Gnagey said, "Any merchant who hasn't heard of the policy must not send his bad checks to the police."

Champaign County Chamber of Commerce President Mick Moore said, "A lot of businesses find someone to handle bounced checks for them."

Police investigated 428 cases of bounced checks last year. Single cases involved between one and 36 checks, Gnagey said.

The Champaign City Council approved the policy in January 1990. McCollum said the police department "has not indicated that they want the policy changed."

5-1-92

C-U police emphasize words over nightstick

by Shawn Neidorf
Daily Illini reporter

In the wake of widespread racial violence last week and local unrest during the weekend, police stressed that they are trained to avoid violence in tense confrontations.

The Los Angeles riots began after four white L.A. police officers were acquitted of assault in the videotaped beating of African-American motorist Rodney King.

But the Champaign and Urbana police departments have written policies recommending that officers use as little force as possible in confrontations, but both departments allow police officers to use their own judgement.

"There must be room for considerable discretion," said Champaign Police Lt. Albin Matuzewicz. He said officers are not required "to take a poke" before using force.

Matuzewicz said there have not been "significant problems," and the department has received few complaints of excessive force.

Urbana investigator Paul Sterns said the department's officers are instructed to use as little force as possible.

"We are a service-oriented police department. We treat the people we deal with with respect," and this helps reduce the need for force, Sterns said.

There is a hierarchy in confrontation methods that begins with talking to the person, Sterns said. If talking does not bring an individual under control, the officer may use force without weapons—also called empty-hand control. If that does not work, Urbana officers may use a stun gun, and finally a nightstick or handgun, if necessary, he said.

Officers escalate force until they have a suspect under control, but Sterns said that in some cases, talking may not be an appropriate method of confrontation.

Sterns said many Champaign and Urbana officers had taken a class called Verbal Judo, conducted by John Thompson, a former officer. The course teaches officers alternatives to using force while making arrests.

"It's such a popular class; it's tough to get enrollment," Sterns said.

Last year, area officers attended a one-day seminar on understanding and working with people of different cultures. He said the course was mandatory.

"There's so much to be taught in

undergo Metro-Training, which is a half-day refresher course on Verbal Judo, Sterns said.

Sterns said there have been some instances of African-Americans shouting racial slurs at white officers. Some of the shouters mentioned Rodney King, he said.

Urbana has had few complaints regarding use of force, according to Sterns.

Matuzewicz said there had been some complaints of excessive use of force against Champaign officers, but none have been filed recently.

According to Matuzewicz, most incidents involving the use of force occur around Champaign housing projects or in the campus area.

Thomas Betz, director of Student Legal Service, confirmed this.

"I don't have a good explanation of why it's true," he said. Betz added that there could be more cause for force around the housing projects and in Campustown.

Betz said it is common for students to bring in complaints about police using too much force, using force when it was unnecessary or being verbally abusive. He said this did not indicate that excessive force or verbal abuse was used.

Betz estimated that 85 percent of the students who complain about abuse were intoxicated at the time they encountered the officer, and many were so drunk they could not describe the officer.

Fifteen percent of the student who visit Student Legal Service with police complaints were not drunk at the time of the incident, according to Betz's statistics. He said that of the students who complain, slightly more are African-Americans, and men are more likely to want to file complaints than women.

"Police are afraid of black people for no reason that I can tell other than ... racism," Betz said.

He also said that some of the students he talks with have thrown things at the officers or were part of a crowd surrounding the officer. When surrounded, he said, officers are justified in responding with nightstick. "They're in fear of their own safety," he said.

To file a complaint, students must go to the station in person. This tactic calls many students' bluffs, according to Betz, but provides a method of recourse for others.

Students who file complaints about unnecessary use of force or verbal abuse can expect a "pretty decent response," said Betz. He added th

Check policy should be bounced

The Champaign City Council has created a controversial new policy which requires businesses to record the race of all customers who pay by check. The council claims that this is a harmless regulation that simply makes it easier for police to track down check bouncers. Council members obviously have not thought enough about the implications of this policy.

The council defends the policy by saying that race is a piece of identifying information that can aid police to find check bouncers. But members have failed to come up with one example of a situation when knowing a person's race helped police identify him or her. Members have also failed to give any solid reasons why a person's name, address and social security number is not a sufficient amount of information to locate him or her.

The council has said that if local business do not comply with the regulation, the police will not investigate anyone who bounces a check at their establishment. Would we accept this curious logic if the police

refused to look for a rapist because the victim could not identify her assailant's race? Surely not. As the council has failed to show substantial evidence that writing one's race on a check will in any way help police, the policy becomes extremely suspect.

Any benefits derived from the policy must be weighed against the racial tension it causes. And despite what the council thinks, this policy does cause racial tension. Forcing businesses to record the race of check-writers only encourages people to make generalizations about criminal behavior. The council must also consider the implications of a policy that makes everyone who writes a check a potential criminal.

Perhaps the council has not given much thought to this policy and its implications. But now they have an opportunity to re-evaluate it. As a community, we must let the council know exactly how we feel about this matter by calling, writing letters or talking to members personally. Only then can the council realize how little this policy helps and how much it offends.

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Daily 35 Cents

City to look at policy on checks, race

By J. PHILIP BLOOMER and MARY SCHENK
News-Gazette Staff Writers

A 2-year-old Champaign Police Department policy that requires businesses to record the race of check writers will be reviewed in the wake of the policy's condemnation.

Several citizens and organizations blasted the policy as racist at a Champaign City Council meeting Tuesday.

City officials said the policy is required by the Champaign Coun-

■ **Champaign aiming to hold the line on spending next year, A-3.**

ty state's attorney's office as a means of helping identify people who write bad checks.

City Manager Steven Carter said the city is sensitive to the criticisms and can review the policy accordingly.

Council member J.W. Pirtle said he didn't need a review.

"I don't want to see the police chief negotiate anything with the state's attorney that's going to spark off something in this community," said Pirtle, who added he hadn't heard of the policy before. "We should cease it right now."

Representatives of the American Civil Liberties Union, the Urbana-Champaign Friends Meeting, the University YWCA, Student Legal Services and the Student Tenant Union attacked the policy.

Checks

Continued from A-1

arrest the wrong person, you might get sued," Difanis said.

Difanis said he asks for such information from all police departments on their bad check reports.

"If they send a report over and I don't have sufficient identifiers, I'm going to send it back," he said.

Critics said that asking for race information is demeaning and that guessing at a person's race is often unreliable.

Champaign County ACLU President Thomas Betz said the state stopped requiring racial identification on drivers licenses years ago.

"The state concluded there was

only one race — the human race," Betz said.

But police and the city's legal staff responded that it is standard information needed to assist in any investigation.

An April 16 memo from Hanna to Champaign Mayor Dannel Mc-Collum said too that the state's attorney's office "will not accept these case investigations without race and sex identifiers."

"There is too much risk for arresting the wrong person when race and sex are unknown," Hanna wrote. "For example, how is an arresting officer to determine if 'Dana Jones' is a white or black male or female of approximately the same height and weight as the suspect? A date of birth is not always readily available."

"This policy is insulting, intimidating and demoralizing," said Joseph Seeley of the Urbana-Champaign Friends Meeting. "Now is the time we need to foster good will and respect in our community."

"This is one more nail in a racial prejudice coffin," said former council member John Lee Johnson, who otherwise complimented Champaign Police Chief Donald Hanna for superior handling of race relations.

The police department policy, as of January 1990, states that the department will not investigate bad check cases unless certain biographical information is included on the check. That includes race, sex, date of birth and type of identification used.

A drivers license, state of Illinois ID or University of Illinois ID with photo are acceptable, the policy states.

State's Attorney Thomas Difanis said the only reason for the identifiers is so that accurate information may be put on arrest warrants.

The kind of people who write bad checks frequently don't answer calls or letters, so it's usually necessary to issue arrest warrants for them, Difanis said.

A number from an Illinois drivers license or an Illinois identification card, Difanis said, is ample information on the front of a check because police can then run the number and get the race, sex and date of birth. No merchant is ever required to write down someone's race on the front of a check, he said.

"My concern is that we get the right person arrested. And then there's a liability issue on the part of law enforcement. If you

Champaign drops policy asking racial ID on checks

By J. PHILIP BLOOMER
News-Gazette Staff Writer

In 31 years, Keo Taitano said no one's got it right yet, so how can a strange merchant be expected to guess her racial origins correctly?

Now merchants won't have to.

After considerable lobbying by residents, the Champaign City Council Tuesday overturned a policy requiring racial coding on checks.

The policy required merchants to list a customer's race on checks in case they wanted police to investigate instances of fraudulent check-writing.

Police, as well as the state's attorney's office, said the requirement was a basic means of helping identify writers of bad checks.

But to many, the policy was a throwback to Jim Crow, and an unreliable one at that.

Thomas Betz, a lawyer in Student Legal Services at the University of Illinois, said he took a complaint from a South African student who had been identified as three different races at the same store.

"I'M VERY OFFENDED at this," added Taitano, a product of an in-

terracial marriage. "Race is a human construct. It's not an existing reality out there. Everything is not black and white. You really need to think about the climate you're creating."

After deadlocking in a vote on the issue last month, the council Tuesday agreed 6-1 with one abstention to overturn the requirement.

"I think we need to send a message we need to live together as one people," said council member Michael Bush.

Council member Michael LaDue added that the policy is contrary to the presumption of innocence.

Mayor Dannel McCollum abstained on the vote after unsuccessfully trying to figure out how much of a factor the racial identification was in investigating such cases.

McCollum asked Police Chief Donald Hanna how many checks submitted for investigation had racial identification on them.

Hanna said he didn't know without checking. He added the information was as important in finding suspects as it was in reducing the potential of arresting the wrong person.

Also voting in favor of ending the policy were council members Mark Thorsby, John Schumacher, J.W. Pirtle and Stan Jenkins. Gary Shae opposed it. June Mank was absent.

JENKINS TOOK exception, however, to suggestions there was some racial malice underlying some of the council's support of the existing policy. There are legitimate differences of opinion, boiling down to making the best use of police time, he said.

Under the policy adopted by the council, police will delete the requirement that racial identification be recorded on checks. However, police will still require racial identification before bad checks cases will be investigated and prosecuted.

City Attorney Fred Stavins told council members that the basis for the information is that merchants must be able to identify the person who wrote the bad check.

"This is, of course, standard practice in all police investigations ... to get as thorough description of the person allegedly perpetrating the violation of the law as is possible," Stavins said.

WELCOME TO THE UNIVERSITY OF ILLINOIS

The Student Legal Service Program at the University of Illinois welcomes you to campus. Each year our office serves nearly 3,000 students regarding various legal problems. The office is staffed by three full time attorneys. The purpose of the program is to inform students of the practical aspects of the law as applied to their individual problems. Representation in court is available in many cases. All students enrolled at the University of Illinois who have not received a refund of the \$5.00 Student Organization Resource Fee (S.O.R.F.) are eligible to use the service. Many students do receive a refund of the fee only to learn later that they have a legal problem. Daily Illini columnist, Steve Timble, in the February 18, 1988 edition of the DI wrote, "When I was a freshman I got my SORF refund. Sometimes I recoil at my own stupidity...I didn't realize until almost four years later when by a completely bizarre turn of circumstances, I ended up in the Champaign County Detention Center in the custody of a gloating Urbana policeman. I didn't realize until Student Legal Service took my case and appealed the charges. I didn't realize until a letter came in the mail informing me of my case being dismissed without penalty...I did not pay any more than my \$5.00 SORF fee and I received top quality legal consultation and representation." The Student Legal Service cannot even give you general advice if you have refunded your SORF fee.

The office provides counseling and representation in landlord-tenant, traffic, misdemeanors, name changes, small claims, city ordinance violations and in many other areas too numerous to list. All questions and concerns are kept completely confidential. To use the office you must come to the office in person, show your student identification, and necessary research to be done prior to your appointment. Legal advice will not be given over the telephone. This policy is for the protection of your privacy.

The staff urges you to give any legal problems you might have early attention by contacting the office. The office is open from 8:30 A.M. to 12:00 noon and from 1:00 P.M. to 4:30 P.M. Monday through Friday. The program belongs to the students and your questions are always welcome.

324 Illini Union
Thomas E. Betz, Attorney at Law
Susan Y. Hesse, Attorney at Law
John P. Popek, Attorney at Law

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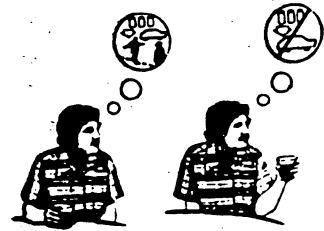
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STUDENT LEGAL SERVICE

At the University of Illinois
Urbana-Champaign

Think Before You Drink

Local Alcohol Laws for:



The Slob



Littering	\$	85.00
Public Urination		85.00
Public Indecency		135.00

The Drinker With an "Attitude"



Disorderly Conduct	85.00
Mob Action	135.00
Resisting an Officer	135.00

The Underage Consumer



Consumption/Possession by a minor	85.00
Misrepresentation of age (false ID)	135.00

The Entrepreneur



Selling alcohol to a minor	85.00
Selling alcohol without a license	135.00
K License (more than one keg)	300.00

The Traveler



Illegal transportation	Up to 500.00 & possible loss of license
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DON'T GET MAD -- GET EVEN

Last year if you rented from a landlord who owns 25 or more rental units in a contiguous area, your landlord must pay interest upon the security deposit if he/she holds it for more than six months. The interest must be paid within 30 days after the end of each twelve month rental period. If you rented in the City of Urbana, you may be entitled to interest on your security deposit even if your building has less than 25 rental units. Your landlord is excused from such payments only if you were in default under the terms of the lease. If you rent from a landlord owning a structure containing 5 or more rental units, your landlord cannot withhold any part of your security deposit as compensation for damages unless he/she has, within 30 days of the date upon which you vacate the premises, furnished you with an itemized statement of the damages for which you were allegedly responsible and attached estimates or paid receipts for the cost of repair. If your landlord gives you estimates only, paid receipts must be provided within 30 days from the date the estimates were furnished. If your landlord fails to comply with these requirements, he/she must return the security deposit in full within 45 days.

FIGHT BACK
COME TO: STUDENT LEGAL SERVICE

324 Illini Union
Hours: M-F 8:30-12:00
1:00-4:30



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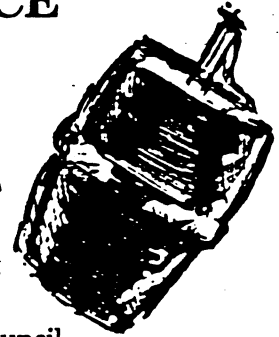
STUDENT LEGAL SERVICE

PRESENTS

in widescreen panavision



KEGGER'S DELIGHT
a Kafkaesque tour de farce
See



★ Starring: Bill DiNyro
Murl Strep

★ Costarring a cast of student back
lot extras

*Fines so high
they hit Jupiter*

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The Critics are Raving

"A rollicking romp through the labyrinth of local government...truth is
stranger than fiction."
Gene Shallot

"Frightening...Why wouldn't students get a free 'K' license and avoid \$3,600 in fines?"
Jean Ziskol

"Two thumbs down...The plot goes beyond absurdist theater, it is impossible to believe
that students would not obtain a free 'K' license to prevent getting hit with thousands
of dollars in fines."

Roger Egbert "A refreshing dose of cinematic emotionalism... The performance of DiNyro feigning
ignorance of the 'K' license law makes him an Oscar contender" Pauline Cool

What Theatergoers Are Saying

"Before I had my keg party, I went to Student Legal Service. I obtained my free 'K' license at City
Hall and never saw hide or hare of the cops."

T.B., UIUC undergrad

"I'll go to City Hall for a free 'K' license before my next party - I can't afford a \$300 minimum fine."

S.H., UIUC grad student

"I laughed, I cried, I kissed \$300.00 good-bye; next time I'll go to City Hall for my 'K' license."

J.P., UIUC law student

Rated K - get your keg license

Student Legal Service
324 Illini Union
333-9053

Paid for by SORF

9-26-91

10-24-91

STUDENT LEGAL SERVICE

PRESENTS

TELEMARKETING RIP-OFFS: THERE AIN'T NO SUCH THING AS A FREE LUNCH.



PRIZES

PRIZES



You are guaranteed to receive one of the following prizes in our skin care promotion:



- * 1991 Cadillac Seville
- * Genuine Faux Diamond
- * 3 Nights and 3 Days in Hawaii
- * \$1,500 U.S. Savings Bond

This offer is only available to credit card members. You then order \$527 in skin care products using your VISA card and receive the magnificent genuine Faux diamond worth 50 cents. OOOOOOOOOOOOOO No, What have I done?

BUYER BEWARE

- * *Never give your credit card number over the phone.*
- * *Never buy credit card theft insurance - you are already protect by Federal law.*
- * *Faux means false!*
- * *Vacation offers never include transportation costs.*
- * *Insist on a written contract before you agree to anything verbally.*
- * *See Student Legal Service for advice on telemarketing schemes.*



STUDENT LEGAL SERVICE
 321 ILLINI UNION
 (217) 333 9053
 OFFICE HOURS
 M-F 8:30-12:00 & 1:00-4:30



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200TH ANNIVERSARY OF THE BILL OF RIGHTS

BILL OF RIGHTS

Articles in addition to, and Amendment of, the Constitution of the United States of America, proposed by Congress, and ratified by the Legislatures of the several States pursuant to the fifth Article of the Original Constitution.

AMENDMENT I.

Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government of a redress of grievances.

AMENDMENT II.

A well regulated Militia, being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed.

AMENDMENT III.

No Soldier shall, in time of peace be quartered in any house, without the consent of the Owner, nor in time of war, but in a manner to be prescribed by law.

AMENDMENT IV.

The right of the people to be secure in their persons, houses, papers, and effects, against unreasonable searches and seizures, shall not be violated, and no Warrants shall issue, but upon probable cause, supported by Oath or affirmation, and particularly describing the place to be searched, and the persons or things to be seized.

AMENDMENT V.

No person shall be held to answer for a capital, or otherwise infamous crime, unless on a presentment or indictment of a Grand Jury, except in cases arising in the land or naval forces, or in the Militia, when in actual service in time of War, or public danger, nor shall any person be subject for the same offense to be twice put in jeopardy of life or limb; nor shall be compelled in any criminal case to be a witness against himself, nor be deprived of life, liberty, or property, without due process of law; nor shall private property be taken for public use, without just compensation.

AMENDMENT VI.

In all criminal prosecutions, the accused shall enjoy the right to a speedy and public trial, by an impartial jury of the State and district wherein the crime shall have been committed, which district shall have been previously ascertained by law, and to be informed of the nature and cause of the accusation; to be confronted with the witnesses against him; to have compulsory process for obtaining witnesses in his favor, and to have the assistance of counsel for his defence.

AMENDMENT VII.

In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury shall be otherwise re-examined in any Court of the United States, than according to the rules of the common law.

AMENDMENT VIII.

Excessive bail shall not be required, nor excessive fines imposed, or cruel and unusual punishments inflicted.

AMENDMENT IX.

The enumeration in the constitution of certain rights shall not be construed to deny or disparage others retained by the people.

AMENDMENT X.

The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people.

STUDENT LEGAL SERVICE • 324 ILLINI UNION • 1401 W. GREEN ST. • 333-9053

Paid for by SCRF

JOHN S. ARCHER • 24 JAN 10 WERF OPEN 8:00am JAN 2

WEE, CHEATHAM AND HOWE, TRAVEL ARRANGERS

PRESENTS

SPRING BREAK 1992

CHECK OUT THESE SUN-HOT SPECIALS:

CANCUN: 7 days, 2 nights - \$398.00 inc: R/T air from Ecuador, 2 nights hotel stay.

FORT LAUDERDALE: 5 days/4 nights - \$259.00 inc. R/T air from Orlando, sleeping accommodations on the beach and buffet feast.**

BAGDAD: Unlimited stay - \$529.00 fly Air Iraq from Syria: Ground to air scud excursions and Gulf War memorabilia treasure hunt included.***

SOUTH PADRE ISLANDS: 7 days/6 nights or 14 afternoons. \$429.00 inc. air fare on Midway Airlines or Takeadive Air Club, Avenue rafting, meals and lodging.°

KEY TO FOOTNOTES:

- + = Based on 40 person occupancy per room, Dr. Scholl's not included and 5 nights at the Cancun City Animal Shelter.
- ** = Accommodations include sleeping bag and 4 foot square spot on sandy beach, bag lock extra; feast held at Fort Lauderdale Salvation Army Headquarters - reservations recommended.
- *** = Lodging arrangements the sole responsibility of the traveler: Wee, Cheatham and Howe not liable for personal injury accidents or dismemberment or torture suffered by the traveler.
- ° = Rafting dependent upon weather conditions; meals are catch-your-own with fishing pole included - bait, line & net extra. (No guns or dynamite allowed.)

Although the above may be a little bit exaggerated, we at Student Legal Services hope you take notice of the following in making your plans, and wish you pleasant travel wherever you may go.

WHAT TO WATCH OUT FOR:

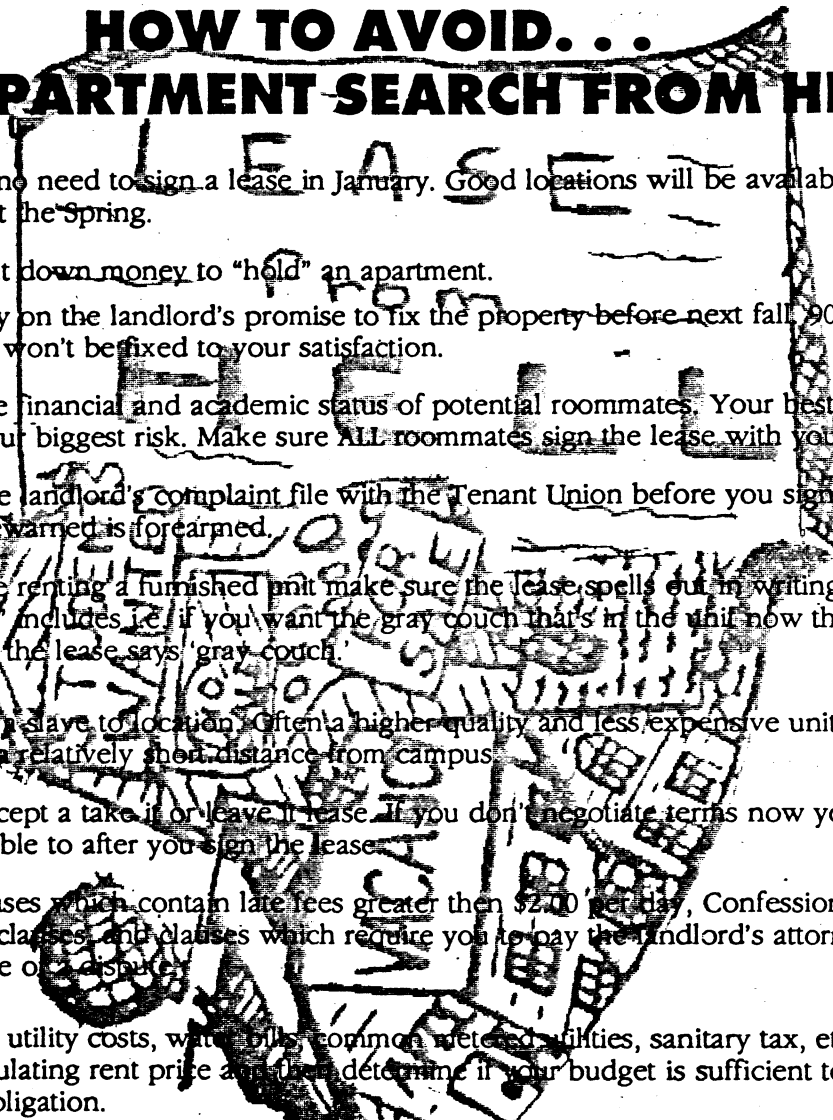
1. The package trip lists a post office box as the headquarters of the agency.
2. The price is just too good to be true.
3. Lodging near the ocean (near is a relative term and may mean miles).
4. Very inexpensive lodging (the price doesn't include the security deposit which you discover when checking in and no longer have money left to eat on). Rarely will your damage deposit be returned!
5. Advertisements giving you cash or a spring vacation for signing a residential lease. You are paying for the trip in your rental payment price.
6. Means of transportation - find out exactly how and when you are to arrive at your destination and get this in writing. A bus to Florida may take you to Iowa, Wisconsin, Ohio, etc., picking up other students before heading South.
7. How many people are in your lodging - get this in writing.
8. Beware of student travel agents working on commission; it is rare that student travel agents really know anything about the travel company.

**STUDENT LEGAL SERVICE
324 ILLINI UNION
1401 WEST GREEN STREET
(217)333-9053**

Office hours: 8:30-12:00 and 1:00-4:30 Monday through Friday
paid for by SORF



HOW TO AVOID... THE APARTMENT SEARCH FROM HELL

- 
- There is no need to sign a lease in January. Good locations will be available throughout the Spring.
 - Never put down money to "hold" an apartment.
 - Don't rely on the landlord's promise to fix the property before next fall. 90% of the time it won't be fixed to your satisfaction.
 - Know the financial and academic status of potential roommates. Your best friend may be your biggest risk. Make sure ALL roommates sign the lease with you.
 - Check the landlord's complaint file with the Tenant Union before you sign the lease. Forewarned is forearmed.
 - If you are renting a furnished unit make sure the lease spells out in writing what "furnished" includes i.e. if you want the gray couch that's in the unit now then make sure the lease says "gray couch."
 - Don't be a slave to location. Often a higher quality and less expensive unit can be rented at a relatively short distance from campus.
 - Never accept a take-it-or-leave-it lease. If you don't negotiate terms now you'll never be able to after you sign the lease.
 - Avoid leases which contain late fees greater than \$2.00 per day, Confession of Judgment clauses, and clauses which require you to pay the landlord's attorney's fees in case of a dispute.
 - Calculate utility costs, water bills, common metered utilities, sanitary tax, etc. when calculating rent price and then determine if your budget is sufficient to meet the rent obligation.

STUDENT LEGAL SERVICES
324 N. MAIN ST. 2ND FLOOR
1401 WEST 6TH STREET
URBANA, ILL. 61801
(217) 333-8000

OFFICE HOURS:

M-F 8:30 A.M. - 12:00 P.M. and 1:00 P.M. - 4:30 P.M.

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4-15-82

STUDENT LEGAL SERVICE

*At the University of Illinois
Urbana-Champaign*

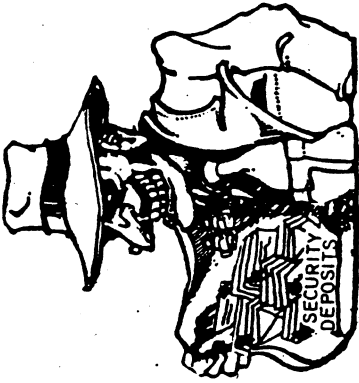
MARIJUANA AND YOUR FINANCIAL AID

The Federal Anti-Drug Abuse Act of 1988 permits the denial of Federal benefits to drug traffickers and possessors. Any individual who is convicted of any Federal or State offense involving the possession of a controlled substance (marijuana is defined as a controlled substance) upon the first conviction of such an offense and at the discretion of the court, may be ineligible for any or all Federal benefits for up to one year. Federal benefits include any grant, loan, or professional license provided by an agency of the United States or appropriated funds of the United State. Because the vast majority of all financial aid received by the University of Illinois students may be considered a Federal benefit, subject to loss upon marijuana possession conviction.

**324 ILLINOIS UNION
1401 W. GREEN, URBANA
HOURS: M-F 8:30-12:00
1:00-4:00
PHONE: (217) 333-9035**

Paid for by SORF

STUDENT LEGAL SERVICE
 At the University of Illinois, Urbana-Champaign
10 STEPS TO PROTECT YOUR SECURITY DEPOSIT



Last year, students lost well over \$100,000 of damage deposit money being unfairly charged by landlords for cleaning or painting. If you do not have EVIDENCE of the condition of your rental unit when you leave, you can lose a lot of money.

- ✓ **STEP 1:** Call the owner or manager two weeks before you move out to arrange joint inspection of the apartment. Be sure to clean your apartment completely and have all your belongings removed before the time of the appointment.
- ✓ **STEP 2:** Before the appointment, prepare a complete, written inventory of the condition of the rental unit. Be sure to list each item in each room. Make TWO copies of the inventory. **SAMPLE INVENTORY FORMS ARE AVAILABLE AT THE TENANT UNION AND STUDENT LEGAL SERVICE**
- ✓ **STEP 3:** Get a camera and a witness. A witness can be anyone 18 or older who is NOT a roommate or a family member.
- ✓ **STEP 4:** If the landlord appears for the appointment to check you out, be sure to ask her/him to sign and date your inventory form. This will protect you if the landlord later decides to charge for damage that did not exist. **YOU MUST KEEP A COPY OF THE INVENTORY.**
- ✓ **STEP 5:** If the landlord does not appear for the inspection, or if s/he refuses to sign your inventory form, walk through the apartment with your witness and have her/him take notice of the condition.
 It will be very helpful to have your witness sign the inventory form in the presence of a **NOTARY PUBLIC**. That will prove that you and your witness were really together on the date of the inspection. (Student Legal Service has a Notary Public)

- ✓ **STEP 6:** Before you give back the keys, take photographs, in the presence of your witness, that show that the oven, refrigerator, kitchen area and bathroom are clean, that the walls are clean and not damaged, that the carpet is clean, etc. The pictures, along with your witness' notarized signature on the inventory form, are your proof that the place was clean.
 If there was any damage you are responsible for, take a picture of that too. You do not want the landlord claiming that a hole the size of a quarter was really 4 feet wide.
- ✓ **STEP 7:** If you sublet your apartment for the summer, return at the end of the sublease period to follow these procedures with your subtenant. Lack of proof of the condition they leave the place in may result in deductions from YOUR deposit.
- ✓ **STEP 8:** Be sure that you return ALL keys to the apartment, mailbox, laundry room, etc. Return keys in person and/or get a receipt to avoid being charged for lock changes. It is best to have one person in your group responsible for returning all keys.
- ✓ **STEP 9:** When you get your deposit refund, contact Student Legal Service if you have any questions or complaints about the amount deducted.
- ✓ **STEP 10: DO NOT TAKE A SORF REFUND.** If you want to use Student Legal Service to pursue settlement of a problem, our office cannot help you if you take a SORF refund.

Student Legal Service
 324 Illini Union
 333-9053

PAID FOR BY SORF

R.T. 7-24-89

LAW DAY USA

As the end of the semester approaches, papers become due, and finals loom, take heart! May 1st is Law Day--and you almost missed it! No, there won't be any parades of tanks across the Quad, and you will have to provide your own May poles and baskets. But for this one day each year, the legal community reaches out to you, to answer your questions, dispense general legal information, and attempt to rehabilitate its reputation.

Student Legal Service tries to do this on a year-round basis (yes, we are open through the summer). We are open each semester to currently enrolled U of I students, and provide a wide range of legal services and representation.

Nonetheless, as necessary as seeking legal counsel can be, it is usually not a lot of fun. So, instead of our usual sermonizing in the news media, we are celebrating Law Day with a puzzle, which we think you will find intellectually stimulating as well as a source of eyestrain.

You may send your completed puzzles to Student Legal Services. The first three correct entries will be posted on our office walls for one week, and the lucky winners may come on in and admire their work. All other entries will be disposed of thoughtfully.

J L L I V I C U Q T G E L W
 A I D A Q F O L I U S T Y R
 R A I T W A N U I A R A T I
 G B C T L C S L E U L E I Y
 U B T O R T T L O M I H L R
 E A A R O Y I C E E B C A U
 T R L N A D T O Q N E S U J
 U R A E C A U D U S R E Q U
 T I E Y Q E T E I R T X E S
 A S P B U L I E T E Y G L T
 T T P A I P O D Y A D R I I
 S E A R T J N J J U E R A C
 P R O P E R T Y J S W P J E

ACQUIT
 APPEAL
 ARGUE
 ATTORNEY
 BAIL
 BAR
 BARRISTER
 CIVIL
 CODE
 CONSTITUTION
 COURT

DEED
 DICTA
 EQUALITY
 EQUITY
 ESCHEAT
 FACT
 GUILTY
 JAIL
 JUDGE
 JURY
 JUSTICE

LAW
 LEASE
 LIBERTY
 MENS/REA
 PLEAD
 PROPERTY
 RES
 STATUTE
 SUIT
 TORT
 WRIT

51-92

Student Legal Service

*At the University of Illinois
Urbana-Champaign*

324 Illini Union
1401 W. Green, Urbana

Hours: M-F 8:30-12:00
1:00-4:00

Phone: (217) 333-9053

University of Illinois
at Urbana-Champaign

Office of the Dean of Students Orientation Programs
2 Turner Student Services 217 333-4057
Building
610 East John Street
Champaign, IL 61820

TO: Thomas Betz
 Student Legal Service

FROM: Meridith Foster

DATE: July 1, 1991

RE: Summer Orientation Information Fair

Thank you for your participation in the 1991 Summer Orientation Program Information Fair. By the conclusion of the program more than 11,000 new students and parents will have had the opportunity to learn more about Student Legal Service.

The final day of Summer Orientation is Wednesday, July 3. Displays will be taken down Monday, July 8 from 8:30-10:30 a.m. at the Illinois Street Residence Hall Dining Room. Student staff will be available to assist you in moving materials.

Also, please list on the enclosed form all those who represented your department during the Information Fair. Please return this form to me by Monday, July 8.

Once again, thank you for your support of Summer Orientation.

University of Illinois
at Urbana-Champaign

Office of International
Student Affairs

510 East Daniel
Champaign, IL 61820
U.S.A.

217 244-3303 office
217 244-3316 fax
5101011965 UI TELCOM URUD telex

September 24, 1991

Tom Betz
Student Legal Service
324 Illini Union
CAMPUS

Dear Tom;

I want to take this opportunity to let you know how much I appreciate the excellent presentation you made at our new international student orientation program on financial issues.

Your willingness to share your time and knowledge is a great help to both the new students and the OISA staff.

Thanks again!!

Sincerely,



Jan M. Lenz
Assistant Director

University of Illinois
at Urbana-Champaign

Career Services Center
310 F.H. Turner
Student Services Building
610 East John Street
Champaign
Illinois 61820

217 333-0820
FAX
217-333-9615

December 9th, 1991

Susan Hesse, J.D.
Attorney
Student Legal Services
268 Illini Union
University of Illinois

Dear Susan:

I just wanted to take this opportunity to thank you for agreeing to participate as a panel member at our recent "From Campus to Career" panel presentation and for providing the paraprofessional career consultants with your valuable insights and experience regarding the world of work. Comments from the students indicate that they found the information and opinions given by panel members both "eye-opening" and worthy of consideration in the overall process of their own decision-making. In essence, it provided them with a source for broadening their perspectives. For this we are indebted to you.

Thank you again and may you have a marvelous holiday season and new year!

Sincerely yours,



Saul H. Chapman
Visiting Assistant Director

March 14, 1992

Dear Sir(s),

Thank you very much for coming to Orchard Downs on March 4th to give a Fraud Workshop. Although only one resident showed up, we think it turned out to be a very helpful workshop after all. We learned a lot from you and we are going to inform our residents about fraud in various ways. Actually, I went to a ladies' friendship group the next morning with some of your pamphlets and talked about fraud briefly. 8 residents from different countries showed serious interest and appreciated the warning. I am also planning to translate the information and basic rules into my language (Japanese) and pass it to my residents. You gave us a good start.

Again, thank you very much. We hope you can kindly come out to our community for a Fraud Workshop again in the future.

Sincerely,

Community Aids, Jamal Moshtaghian

Yumiko Guelcher

yumiko Guelcher

2074-A S. Orchard St.

University of Illinois
at Urbana-Champaign

La Casa Cultural Latina
510 East Chalmers
Champaign, IL 61820

217 333-4950

April 20, 1992

Tom Betz
Attorney
Student Legal Service
344 Illini Union

Dear Attorney Betz,

I would like to thank you once again for the time and effort you put into creating a workshop for the Peer Retention Program.

With the end of the semester near, we have two major events left. In further gratitude, I would like to invite you to attend the Parent Involvement Day Luncheon on Saturday, April 25, at the Levis Center from noon to 1:30 p.m., and the Annual Peer Retention Program Picnic on Saturday, May 2, at the Illini Grove from 11 a.m. to 4 p.m.

Please call me at 333-4950, or leave a message so that I may make arrangements for your attendance at these events.

Thank you again.

Sincerely,



Lisa Santiago
Assistant Director
La Casa Cultural Latina

LAS:PJS

April 23, 1992

John Popek
324 Illini Union
1401 W. Green
Urbana, Il 61801

Dear Mr Popek,

On behalf of the Black Mom's Day Fashion Show Committee, I
would like to thank for your involvement in the fashion show. The
show was a success and we could not have done it without your
help. Thanks for your involvement in the African-American community.

Sincerely,

Toni Coleman

Philip Byun
102 N. Gregory Apt.8
Urbana, IL 61801

John P. Popek
Attorney at Law
324 Illini Union
1401 W. Green St.
Urbana, IL 61801

Dear Mr. Popek,

First of all, I would like to express my gratitude toward your concern and effort you have expressed in dealing with my case. I cannot express in words my thanks to you and your colleagues of the Student Legal Service. Without doubt, students should feel fortunate to have a such a service to help them in costly legal matters.

As of now there has been no response from the fraternity. I hope that the matter is put to rest and if any complications arise again I'll be sure to contact you. Thank you for your cooperation and your time.

Sincerely yours,



Philip Byun

5-15-92

Mr. Popok,

Thank you for your help with my case. I am very pleased with the results. Enclosed is the money order for fines and court costs. If there are any other requirements, please let me know.

Once again, your time is greatly appreciated.

Sincerely,
Meredith Skvarla