

N. Legal Skills**Intermediate**

Knows personal rights if arrested	LS-10
Knows what the function of a lawyer is	LS-9
Knows the legal age for buying alcohol and tobacco	LS-1 LS-2
Understands the meaning of "legal age" (what you can and can't do)	LS-3 LS-4
Knows how to read a contract	LS-15 LS-18
Has an understanding of the dependency process	LS-11
Knows how and where to register to vote	https://voterregistration.ct.gov/OLVR/welcome.do LS-14

anyone who looks younger than twenty-seven. If you're caught violating the law, you and any adult involved can be prosecuted.

Even if you don't smoke or chew tobacco, breathing second-hand smoke has proven to be a health hazard. Consequently, many public buildings across the nation offer smoke-free environments or separate no-smoking sections. If you're caught smoking in a restricted area, you may be cited. If you're also underage, you'll receive a second citation.

Teenagers often think it's okay to light up because their parents and friends smoke. Some parents approve of their children smoking, and some even buy cigarettes for them. If you or a friend is in this situation, take a look at the statistics and decide for yourself if your health and future well-being are worth the risk.



American Cancer Society

1-800-227-2345
www.cancer.org

Call the toll-free number to be connected with the American Cancer Society office nearest you. Call or go online to get information about the Great American Smokeout® program, how to get help quitting smoking, and information about cancer treatment and prevention.

American Lung Association

1-800-LUNG-USA (1-800-586-4872)
www.lungusa.org

Contact the American Lung Association for information about lung health, smoking, air pollution, current national research reports, and much more.

Arizona Department of Health Services Tobacco Education and Prevention Program

www.teppp.org

The Tobacco Education and Prevention Program's goal is preventing tobacco use, especially among children.

“How old do I have to be to smoke?”

Tobacco—whether it takes the form of cigarettes, snuff, or smokeless (chewing) tobacco—is a subject of great concern to adults and teens. Several states are suing the tobacco industry to recover the rising costs of health care blamed on smoking. Tobacco companies are under pressure from the U.S. Food and Drug Administration (FDA) regarding the dangers of nicotine, its relationship to lung disease and other respiratory ailments, and its addictive properties.

In most states, you must be eighteen to smoke and buy tobacco products. A 1997 FDA ruling requires stores to ask for photo identification before selling cigarettes or chewing tobacco to

- An estimated 3,000 children begin smoking each day. 1,000 of them will die from a tobacco-related illness.
- Between 1991 and 1994, the percentage of eighth graders who smoke rose from 14 to 18%.
- Tobacco smoke contains at least 43 cancer-causing substances.
- One out of 5 high school seniors is a daily smoker.
- Smokers lose an average of 15 years of life.
- A 1997 survey of 16,000 teens ages 14–19 found that 26% (about 6 million teens) had tried cigars during the past year. Cigars contain as much as 40 times more tar and nicotine than cigarettes.

Sources: Congressional Quarterly Researcher, December, 1995; American Lung Association, New York, NY; Centers for Disease Control and Prevention

LS-1

The BADvertising Institute

www.badvertising.org
The powerful images at this site will make you think twice about cigarette advertising and motivate you to quit smoking (or never start).

GottaQuit.com

www.gottaquit.com
Research on smoking, information on the ways tobacco companies mislead teens, and support and ideas for quitting.

Nicotine Anonymous

Nicotine Anonymous World Services

419 Main Street, PMB #370
Huntington Beach, CA 92648
(415) 750-0328

www.nicotine-anonymous.org

Check the white pages of your local phone book for a group near you. You can also find a meeting in your area by visiting the Web site and searching by state. Offers support toward eliminating nicotine from your life.

NoTobacco.org

www.notobacco.org

Find research on the effects of smoking, fake smoking ads, and tips for quitting.

“When can I have a beer?”

You must be twenty-one in most states to buy or drink beer, wine, or any alcoholic beverage. If you break the law and are caught

drinking, you may be fined and given community service hours to complete. The person who sells or gives you alcohol may also be prosecuted.

In California, you must be 21 before eating any candy, cake, cookie, or chewing gum that contains alcohol.

Even if you aren't legally *intoxicated* (your blood alcohol level is over your state's limit), you can still get into trouble for being *under the influence* of alcohol. This means that you aren't legally drunk, but your senses are affected. You may find yourself in dangerous situations and unable to make good choices when you have drugs or alcohol in your system. Poor decisions made under the influence may have a drastic impact on the rest of your life.

Between concerned family members, school, and community events, you've probably heard a lot about the dangers of alcohol, and the statistics speak for themselves. The medical facts are equally clear: alcohol damages your brain cells, inflames the stomach lining, kills liver cells, blocks memory, dulls your senses, and has been linked to birth defects in infants.

- Over 4 million teenagers in America have serious problems with alcohol.
- Approximately 30% of boys and 22% of girls classify themselves as drinkers by age 12.
- 28% of high school seniors are “binge drinkers,” consuming 5 or more drinks at a time.
- Every year, over 3,000 teenagers are killed in drunk-driving crashes.
- Most teenage passengers are killed in accidents with teen drivers.
- Every 26 minutes, someone is killed in an alcohol-related accident.

Sources: National Safety Council; Students Against Drunk Driving (SADD)

**Al-Anon and Alateen**

1-800-344-2666
www.al-anon.alateen.org

Al-Anon is a worldwide organization that provides support to families and friends of alcoholics; Alateen is for younger family members who are affected by someone else's drinking. Request their free packet of teen materials.

Alcoholics Anonymous

AA World Services, Inc.

P.O. Box 459

Grand Central Station

New York, NY 10163

(212) 870-3400

www.aa.org

Since its founding in 1935, AA has helped millions of men and women around the world to stop drinking.

American Council on Alcoholism Helpline

1-800-527-5344

Referrals to alcohol treatment programs nationwide and educational materials.

LS-2

“When will I be an adult?”

Anyone under the age of eighteen is referred to as a *minor*, a *child*, a *juvenile*, or an *adolescent*. The term used depends on the situation. Once you turn eighteen, you're legally an *adult*, with all of the rights and obligations of adulthood.

Turning eighteen, or the “age of majority” (in most states),

entitles you to complete independence—in most situations. You can enjoy the freedom to move away from home, buy a car, work full-time or travel, marry, vote, and join the armed services. In other words, major decisions about your life are yours to make. This is not to say that your parents are automatically excluded, especially if they continue to support you. There's nothing magical about turning eighteen. The legal rights you now enjoy are balanced with certain obligations and responsibilities.

“Constitutional rights do not mature and come into being magically only when one attains the state-defined age of majority. Minors, as well as adults, are protected by the Constitution and possess constitutional rights.”—U.S. Supreme Court (1976), *Planned Parenthood v. Danforth*

At some point before your eighteenth birthday, you'll probably think about being free—that's *emancipation*. But what does it mean exactly? What are the legal consequences of being “free” from your parents? Are there any drawbacks to emancipation before you turn eighteen?

“What does emancipation mean?”

An emancipated person is legally free from his or her parents or legal guardian. This means that your parents are no longer responsible for you or your actions, and you no longer have the

right to be taken care of by them. The legal consequences of emancipation are the same as though you were eighteen.

A teenager becomes emancipated in one of two ways: either by a court order (if your state has an emancipation law) or by certain other circumstances. Not all states have emancipation laws.

Some states with emancipation laws include Alabama, Arkansas, California, Illinois, Indiana, Kansas, Louisiana, Michigan, Mississippi, North Carolina, Oklahoma, and Tennessee. If your state has an emancipation law, take a look at the law and follow its requirements, and the court will either grant or deny your request for emancipation. For example, you may have to show the court that you have a job, live on your own, and pay your bills, and that your parents don't claim you as a dependent on their taxes. The court may then declare you a legally free teenager. Your lifestyle is taken into consideration in determining whether you're emancipated or not.

“Unemancipated minors . . . are subject as to their physical freedom, to the control of their parents or guardians . . . they lack the right to come and go at will.”—U.S. Supreme Court (1995), *Vernonia School Dist. v. Acton*

If your state doesn't have an emancipation law, you still may become legally free from your parents before you're eighteen. If you join the armed services or get married, you're considered independent of your parents. Most states acknowledge your independence if either of these events occur before you reach the age of majority. Teenagers who run away or are kicked out of their homes aren't legally emancipated. Their parents may still be held responsible for their actions and will continue to have authority over them.*

Responsibility shifts from your parents or guardians to you once you're emancipated. You still may not have all the rights and privileges of adulthood (being able to vote, enter into contracts, buy property, etc.), but the experience of living independently while you're sixteen or seventeen will be a learning experience in preparation for your complete independence.

* See Chapter 7, pages 140-141.

LS-3

“When can I vote?”

It wasn't that long ago that the right to vote in this country became universal. In your parents' lifetime, millions of Americans

LS-4

Five Situations When Hiring an Attorney Should Be Considered

The small claims court system is designed to be a user-friendly, no-experience-necessary type of process. However, certain situations justify the hiring of an attorney. Regardless of what your personal, preconceived notion of attorneys might be, and despite what jokes you might indulge in at their expense, you will have no greater appreciation and respect for what they can do for you than when you really need one. So, consider the following five scenarios that could justify hiring an attorney.



1. When proving your case requires the expert testimony of professionals and or subject matter experts in specific fields such as medicine.
2. When your case has been transferred/removed to a court of "superior" jurisdiction. In this case, having an attorney familiar with the rules of procedure and evidence is highly recommended.
3. When proving your case where fraud is the basis.
4. When there is much at stake and taking a chance is risky. Not spending a little money on legal fees can sometimes prove to be an unwise decision.
5. When, after considering your options, you just don't want to attempt it on your own. If you are the type that gets nervous talking to people or you think that you will become angry and violent while explaining your case to a judge, then consider hiring an attorney.

What Happens After You File Your Claim?

After you have completed your *statement of claim* or *complaint*, the clerk will send a copy to the constable, marshal, or sheriff to be served on the defendant(s). A summons will be attached to the claim, which simply states that the party is being sued. The person/defendant being served with the summons has, depending on the state and local rules, between ten and thirty days to respond. If they fail to respond in time, a judgment will be taken against them. In essence, by not responding, the defendant has lost. If, on the other hand, the person ca. is located for whatever reason, you, as the originator

of the claim, will be notified by the court. At this point, it will be up to you to find another address or location where the summons can be served. The decision to pursue the matter any further is entirely up to you at that point.

LS-9

YOUR RIGHTS WHEN ARRESTED

ARRESTED

1. *When Are You Under Arrest?*

Under Connecticut law, a police officer may make an arrest without a warrant under a variety of circumstances, most notably when the arresting officer has reasonable grounds to believe that an offense has been committed, or is in the process of being committed. As a consequence, the majority of arrest involving crimes that do not take place in the home are conducted without a warrant ever being issued.

Since most arrests take place without benefit of a warrant, it is important to know when an arrest has actually occurred in order to invoke the many important rights triggered by the act of arrest.

As a general rule, you are arrested whenever a law enforcement officer takes you into custody or otherwise deprives you of your freedom of movement in any significant way. In fact, you may be under arrest even though no one has actually used the word "arrest" or any comparable word. The fact that you have been deprived of your freedom of movement in some significant manner may amount legally to an arrest.

Under some circumstances a citizen has a limited power to conduct an arrest.

2. *May a Law Enforcement Officer Detain You Without Arresting You?*

Based upon reasonable suspicion that you may be involved in criminal activity, a police officer may detain you and require you to identify your self and explain your whereabouts at a particular time without arresting you. The officer may not, however, remove you from the immediate vicinity without making an arrest unless you voluntarily accompany the officer to some other location.

If the officer has reasonable grounds to believe that you are armed or that you may be dangerous to him or her or others, the officer may conduct a limited pat-down of your outer garments for the purpose of detecting weapons. If this "frisk" results in the officer's reasonable belief that you are carrying a weapon, the officer may remove the suspicious object for the purpose of protecting him or herself. The officer must return to you any lawful object unless you are placed under arrest. Unless you are under arrest, the frisk or search is limited to the suspects weapons.

The officer may ask you some questions in order to complete the field investigation. You have a constitutional right not to answer them, but it is nonetheless advisable to provide your name and address, as your failure to do so may suggest to the officer that criminal activity is afoot. More-over, there is an infraction law requiring you to produce your license and registration to an officer when he or she stops a motor vehicle you are operating.

At the conclusion of the temporary detention, the officer must either arrest you or let you go. Ordinarily, such temporary detention should not exceed 20 minutes.

If you should enter a retail establishment where goods are placed on display for sale, the merchant or employees may detain you on the premises for a reasonable time for questioning if they have probable cause to believe that you have stolen or have attempted to steal goods for sale. Under such circumstances a police officer called to the scene may make an arrest for shoplifting even though an alleged offense was not committed in his or her presence.

3. *What Are Your Rights After You Have Been Arrested ?*

An arrest triggers a number of constitutional protections which must be afforded by the arresting

officer.

You have the right to know the crime or crimes with which you have been charged.

You have the right to know the identity of the policeman with whom you are dealing.

You have the right to communicate by telephone with your attorney, family, your friends, or a bondsman after you have been brought to the police station and booking procedure are completed.

You have the right to be represented by an attorney at all critical stages of your case, including police questioning. If you cannot afford an attorney, the court will appoint an attorney to represent you free of charge provided you qualify under existing guidelines as an insolvent person.

Remember, constitutional rights may be waived or given up voluntarily. Before you say or sign anything that might result in a waiver of a constitutional right, make sure you consult with an attorney.

4. ***What Rights Do You Have When Questioned By Police ?***

It is essential to understand that you are under absolutely no compulsion to co-operate with the police in any way should they begin questioning you about a crime for which you have been arrested, or any other crime.

You have an absolute right to remain silent. If you choose to speak, anything you say can and will be used against you in a court. If you decide to answer any questions, you may stop at any time and all questioning must cease.

You have the right to consult with your attorney before answering any questions.

You have the right to have your attorney present if you decide to answer any questions, and if you cannot afford an attorney, one will be provided for you or appointed for you by the court without cost to you, before any further questions may be asked.

5. ***What should You Say ?***

The simple answer is that you should not say anything to anyone concerning any aspect of the offense with which you have been charged except, of course, to your attorney. You cannot be legally required or forced by a police officer or anyone else to talk, to answer questions, or sign any papers. If by threats, by persistent questions, or by other means of coercion, you are forced to give incriminating information, its use against you can be prevented in court.

Certain official parties, such as the bail commissioner, may, in the course of their duties, inquire as to certain aspects of your conduct in connection with the allegations being made. Politely refuse to respond until you have had a chance to talk to an attorney.

You may be required to provide certain non-testimonial evidence. In particular, you may be required to participate in a lineup, to prepare a sample of your penmanship, to speak phrases associated with the crime with which you are charged, to don certain wearing apparel, or give a sample of your hair. You should ask to have an absolute right to counsel if you are asked to participate in a lineup, after you have been formally charged by the prosecuting attorney.

You may also be required to be fingerprinted and photographed.

6. ***How Do You Arrange For a Lawyer ?***

If you do not know a lawyer in the area where you have been arrested and have no lawyer in your home town whom you would call, you may contact your county or city Bar Association for the name of an attorney on the lawyer referral list. Any attorney you contact will be happy to discuss fees with you and give you some idea of the cost involved. Normally, you have a right to a written fee agreement that outlines the basis of the fee and the scope of the matter to be handled by the attorney.

If you cannot afford a private lawyer, you should advise the judge of this fact at your first appearance or as soon as after that is possible. The judge will ask you some questions to see if you

are eligible for the services of an attorney at public expense. You will probably be asked to make a sworn statement as to your inability to afford a private attorney.

Release After Arrest

Except for an arrest to an extremely serious offense, e.g. capital offenses, the Connecticut and United States Constitution provide that in all criminal prosecutions the accused shall have a right to be released on an amount of bail which is sufficient to assure your appearance in court. Bail is generally defined in some type or amount of security that releases the arrested person and insures that person's future attendance in court.

If you are arrested for a less serious offense, for example a misdemeanor where the penalty may be one year or less in jail, the police officer may give you written summons and complaint and allow a less restrictive form of release, such as a promise to appear or a non - surety bond, and give you specific date to appear in court. If you are arrested on a more serious offense, such as a felony, which is punishable by more than a year in jail, or if the police officer feels that you will not appear in court, the officer will take you to the police station. At the station, the police officer may use any of the forms of release procedures outlined below.

Types of release procedures are as follows :

1. ***Written Promise To Appear In Court***

A. **with non-financial conditional**

B. **without conditions**

This allows arrested person to be released upon their that they will appear in a court the specific date scheduled.

2. ***Non - Surety Bond***

This is a promise by you to pay a specified amount if you fail to appear at court on your scheduled trial date.

3. ***Surety Bond***

This is a specific monetary amount set to insure your appearance in court on a specific date. This specific amount of money can be posted to insure your release. This amount may be paid by cash posted by you, your relatives or friends. If your relatives or friends cannot provide enough money to meet the amount of money of the surety bond, you may contact a professional bondperson(s) to provide surety for that amount. The bondperson(s) charges a fee for posting of the bond. The amount of fee is established by law. The bondperson(s) may also require some type of security for posting of that bond, such as a car, house or other property. Names of bondperson(s) are available at the police station and you have the right to contact one.

Legal Skills LS-10

These methods of release are available to insure your release at the police station. If at the police station, the police do not release you on a promise to appear in court, a non-surety bond, or you cannot obtain funds or a bondperson(s) to post a surety bond, you then have a right to be interviewed by a bail commissioner. They are required by statute to notify the bail commissioner of your inability to post the bond set by them. The bail commissioner is a court employee whose job it is to afford arrested persons an opportunity to be released from jail if unable to post the bond set by the police, provided that he or she is convinced that you will appear in court. He or she can recommend that the police change their decision and release you on a promise to appear, a non-surety-bond or a surety bond in a smaller amount. The bail commissioner's recommendation is still subject to being overruled by a state's attorney if challenged by the police. The bail commissioner can also leave the police's decision the same if he or she thinks it is reasonable. Since the bail commissioner is a state employee, you do not have to pay a fee.

You cannot be denied bail under our Constitution. This means that, if the police or the bail commissioner do not release you on a promise to appear or a non-surety bond, then they must then set an amount for a surety.

If, after the bail commissioner's interview, you still cannot meet the terms of release, you will be held at the police station and brought before the court on the next available day for a review of bond. There are procedures established to conduct a review of the circumstances of your arrest as they relate to the bond set by the police or the bail commissioner. You will not appear before the court if it is within this non-court session review.

Once before the court, you or your attorney can present to the court to reduce the amount of the surety bond or allow you to be released upon the promise to appear or non-surety bond. The factors which the police, bail commissioner, and the court consider in your release decision are:

- 1. Your Tie to the Community**

(This means how long you have lived in the area, whether you have a steady job, a family and similar matters. These will give the police, bail commissioner or court an indication as to whether you will appear in court);

- 2. Whether the Safety of any Other Person will be Endangered by your Release;**
- 3. Nature of the Offense With Which You are Charged;**
- 4. Your Prior Criminal Record; and**
- 5. Your Prior Record of Appearances in Court.**

Legal Skills LS-10

Additional, the Connecticut Legislature has adopted a preventative detention law that authorizes a judge to revoke your existing bail and deny you bail under certain circumstances.

In certain circumstances, the court may allow you, your relatives or friends to post 10 % of the bond with the clerk's office. This amount of money is returnable at the conclusion of the case as long as you appear for each court date. In addition, the court may allow you to post real estate as security for your release. These procedures are only available with the courts approval, and the posting of a real estate bond usually requires the assistance of an attorney.

No matter how you are released, if you do not appear in court, a warrant for your arrest will be issued and you can be charged with an additional crime of failure to appear. If you do not appear in court and you have posted a bond, you or the bondperson(s) may have to pay the amount of the bond to the state.

Your Appearance In Court

Your first appearance in the court is called an arraignment, at which time you have the right to have an attorney represent you. If you do not have an attorney at that time, the prosecutor or the judge will continue your case to allow you obtain counsel. If you are unable to afford an attorney, you should seek out the Public Defender's Office which is staffed with attorney's. If you financially qualify for their services, the court will appoint a public defender as your attorney. The fee for the Public Defender's services is twenty-five dollars (\$25.00) which fees can be waived under certain circumstances. While at the courthouse, use caution when speaking to anybody about the case, because anything you say to anyone except your attorney can be used against you.

For those people who have never been convicted (found guilty) of a crime, there are a number of programs available for first-time offenders. Please be advised that all of these diversionary programs are discretionary with the court after a hearing on the case. You may, therefore, wish to consult with an attorney before applying for a particular program. The following four (4) programs represent some, but not all, of these pretrial diversionary programs:

1. Alcohol Education Program

If you are charged with Operating While Under the Influence of Alcohol or Drugs, and you have never been convicted of Operating Under the Influence in Connecticut or any other state and you have never previously used the Alcohol Education Program, then you may be eligible for the Alcohol Education Program. This is a one year program with required classes and possible counseling. A

non refundable fee is required to participate in this program. If this program is successfully completed, the charges will be dismissed.

2. Accelerated Rehabilitation

If you are charged with a crime(s) not of a serious nature, and you have never been convicted of a crime in this state or any other state and have not utilized certain other diversionary programs, you may be eligible for the Accelerated Pretrial Rehabilitation Program, which is a pretrial program, carrying a period of probation of up to two (2) years. A non-refundable fee is required to participate in this program. If successfully completed, the charge(s) will be dismissed.

3. Family Violence Education Program

If you are charged with a domestic violence offense, you should check with the Family Relations Office in order to determine whether you qualify for the Family Violence Education Program, a program of up to two (2) years with an education component, which could keep you from a criminal record if successfully completed. With respect to any of these programs, it is solely within the discretion of the judge hearing your case as to whether or not you are a suitable candidate for the particular program and you may wish to have an attorney represent you. All three programs, if granted and thereafter successfully completed, enables the defendant to apply for dismissal of the charges. However, once you have used a particular program, you are forever barred from using it again.

4. Community Service Labor Program

If you are charged with the possession of marijuana or possession of narcotics, and you have never before been convicted of certain drug offenses, then you may be eligible for the Community Service Labor Program. If granted, the applicant must agree to perform community service with an approved, non-profit charitable organization. If the program is successfully completed, the possession charge will be dismissed. There is a limitation on the availability of this program.

5. Youthful Offender Status

If you are a youth between the ages of 16 and 17, you may be eligible for Youthful Offender Status. If adjudged a youthful offender, you would not be convicted of a "crime". You could, however, be committed to prison and / or pay a fine for being a Youthful Offender. If you successfully completed a court imposed sentences as a Youthful Offender, the court may erase the record of your arrest and prosecution when you reach age 21.

RECORD OF ARREST

If you are found not guilty of a charge for which you are arrested, or the charge is dismissed by the court, the law requires that all records of your arrest and prosecution be "erased" twenty (20) days after the dismissal. This does not mean the records are destroyed, but the clerk of the court and the police may not give information about your arrest to anyone. If the prosecutor "nolles" a charge for which you were arrested (that is, if he or she decides not to prosecute the case), all records of your arrest are also "erased," but not until 13 months after the nolle has entered.

Description of Juvenile Court Dependency Process

How a Case Gets to Court

The Dependency process begins when someone reports suspected child abuse or neglect or when a minor left without support as result of parents' incarceration/institutionalization, or parent unwilling to provide care.

An investigation is done by the Department of Social Services and if it is believed that the child's safety requires court protection, a petition is filed to declare the child a dependent of the Court.

Basic reasons minors may become Dependents are:

- Minors suffering, or having substantial risk of suffering, serious physical harm inflicted nonaccidentally by parent/guardian.
- Minors suffering serious physical harm or illness, due to failure of parent to adequately supervise/protect minor, or negligent failure of parent to provide adequate food, clothing, shelter, or medical treatment, or inability of parent to provide regular care due to parents' mental illness, developmental disability, or substance abuse.
- Minors suffering serious emotional damage (severe anxiety, depression, aggressive behavior toward self/others) as result of conduct of parent.
- Minors suffering sexual abuse by parent, or parent fails to protect minor from sexual abuse.
- Minor left without support as result of parents' incarceration/institutionalization, or parent unwilling to provide care.

If reunification with the family is not possible, the Juvenile Court shall order an appropriate permanent plan for the minor's care such as adoption.

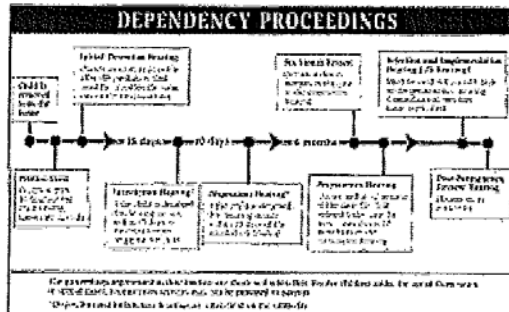
Outline of the Juvenile Dependency Process

LS-11

http://www.families4children.com/adopt_jcdp.cfm

Legal Skills LS-11

Below is a graphical representation of the court process:



(Click to Enlarge)

- **Child is removed from the home.**
- **Section 300 Petition Filed**
 - Occurs within 48 hours of the child being taken into custody. An investigation is done by the Department of Social Services and if it is believed that the child's safety requires court protection, a Section 300 petition is filed to declare the child a dependant of the Court.
- **Initial/Detention Hearing**
 - Shortly after a child is removed from a parent, the juvenile court holds an initial court hearing, sometimes called the detention hearing. This hearing is the court's first chance to hear about the situation that brought the family to the attention of the Department of Social Services. At the initial hearing, the judge decides whether the child's safety requires that she be removed from her home until legal proceedings take place on the allegations of abuse or neglect, and whether she should stay in the temporary custody of the Department of Social Services. This hearing happens as soon as possible after the child is removed from her home, and before the end of the next court day after the petition is filed.
- **Jurisdiction Hearing**
 - The child's parents have a right to a trial on the allegations of abuse or neglect charged against them. At this hearing, the court receives evidence and determines whether the allegations of abuse or neglect are true. If true, then the court sustains, or upholds, the petition. To do this, the court must determine whether the child fits one of the descriptions in Welfare and Institutions Code section 300, which authorizes the court to intervene for a child's protection. The jurisdiction hearing must be held within 15 days of the court's order detaining the child.
- **Disposition Hearing**

LS-11

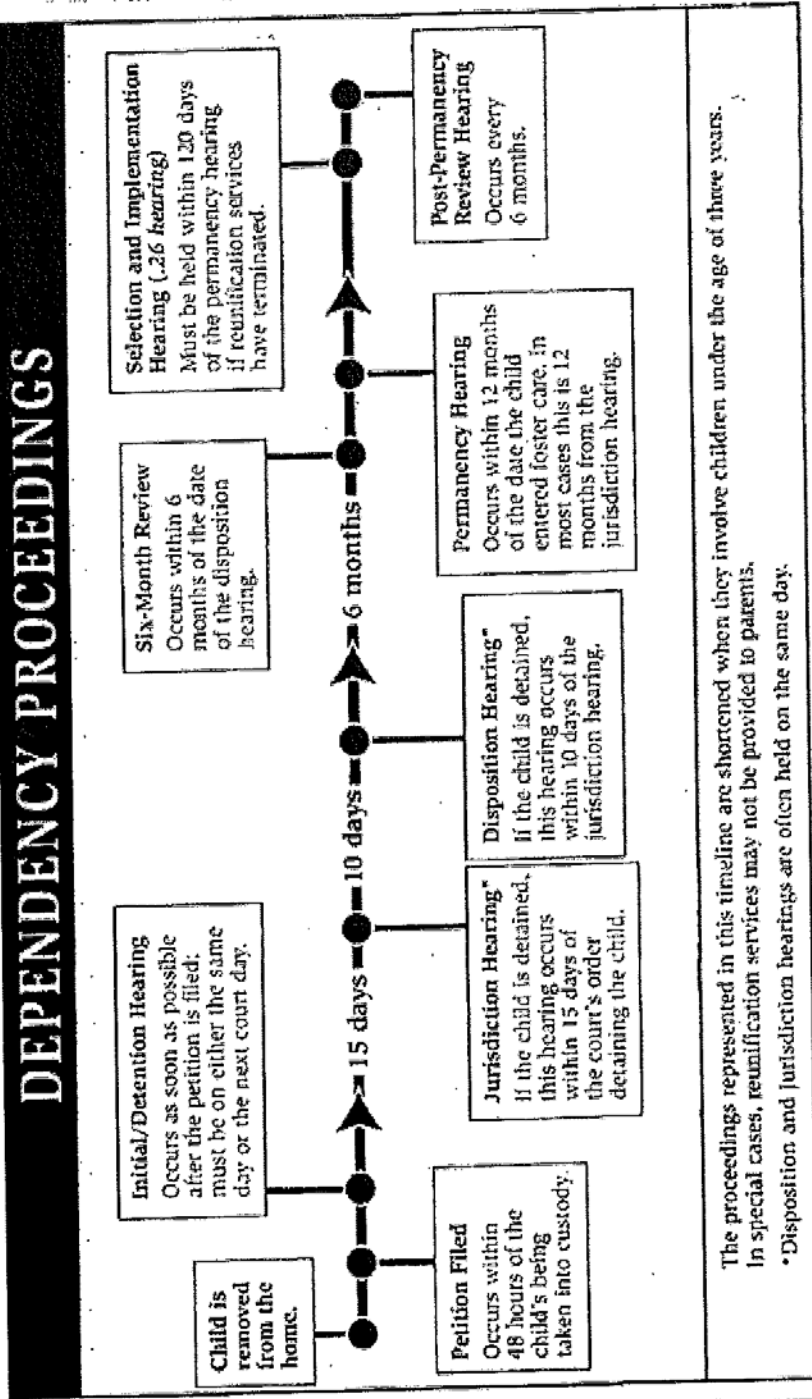
Legal Skills LS-11

- If the juvenile court finds at the jurisdiction hearing that the child was abused or neglected, the court may decide to make the child a dependent of the court.
- If the court declares that the child is a court dependent, the judge then decides whether the child should remain with a parent or be legally removed from the parents' care. If the child is removed from the parents, the court then considers who should care for the child. The court must consider relatives as the first placement alternative. If placement with a relative is not possible, the child is usually placed in a foster home.
- In most cases, the court orders a reunification plan for the parents so that the child can return home. A reunification plan describes the responsibilities and duties of both the social services department and the parents to remedy the problems that caused the child's removal. At the disposition hearing the court can also make orders about visitation, issue restraining orders, and make any other orders the judge finds are in the best interest of the child.
- **Six Month Review Hearing**
 - The juvenile court must review the cases of all children placed in foster care at least once every six months. At the first review hearing, information is given on the parents' progress with their reunification plan (court ordered services) and on how the child is doing in foster care. The court may return the child to his home or may order that the child continue to live in a foster home.
- **Permanency Hearing**
 - A permanency hearing must be held within 12 months of the date the child entered foster care. The court will decide if the child can safely be returned home or if efforts to reunify the child with her birth family should end. In some cases, the court may decide to continue trying to reunify the family. It is important to remember that terminating reunification services does not terminate parental rights. The child's parents are often able to continue visits and other involvement with the child even if the court terminates reunification services.
 - If the child cannot return home, another permanent plan will be selected at the permanency hearing. That plan could be adoption, legal guardianship, or another planned, permanent living arrangement. The preferred choice is the most permanent home possible for the child, so the court considers first adoption and then legal guardianship. If neither of those options is possible or neither is in the child's best interest, then the judge orders another planned, permanent living arrangement.
- **Selection and Implementation (or .26) Hearing**

LS-11

Legal Skills LS-11

- Within 120 days of termination of reunification services for the child's parents, a Selection and Implementation Hearing must be held. (This is sometimes called the *.26 hearing* because the law governing it appears in Welfare and Institutions Code section 366.26.) The county social worker prepares a report for this hearing that includes information about the child and a preliminary assessment of whether the child is likely to be adopted, and may identify any prospective adoptive parents.
- At the selection and implementation hearing, the court can permanently terminate parental rights and order that the child be placed for adoption. **If no adoptive home has been identified, the court can order adoption as the permanent plan and order the county social worker to find an appropriate adoptive home for the child.**



Independent Living Skills Module IV

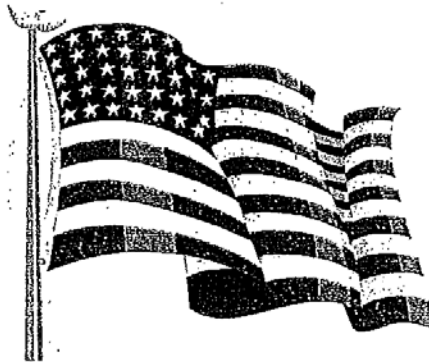
THE RIGHT TO VOTE

The government of the United States of America is a democracy which, as you know, means that its citizens (age 18 and older) have the right to vote.

Officials at all levels of government -- from the President of the United States to the mayor of a city -- are elected by the citizens.

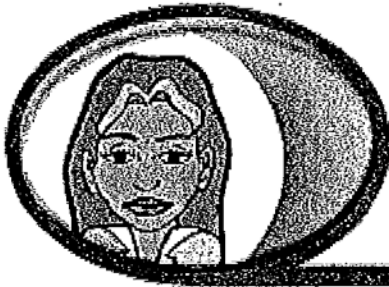
Before you can vote in an election, however, you must:

- be 18 years of age or older; and
- register to vote.



ACTIVITY

1. Find out where and when you can register to vote in your town/city.
2. Find out where you would go to vote if you were eligible to vote in the next election.



LEASE AGREEMENT

(Sample - For Instructional Purposes Only)

THIS AGREEMENT, entered into this day of:

By and between:

_____, lessor

and

_____, lessee;

UNDER WITNESSETH:

Let unto lessee and lessee hires that for and in consideration of the payment of the rents and the performance of the terms of lessee's covenants herein contained, lessor does hereby demise and let unto the lessee and lessee hires from lessor for use as a residence those certain premises located at

(Indicate one)

On a month to month tenancy beginning _____

For a term of _____,
commencing _____,

and ending _____

at a rental of \$ _____ per month, payable monthly in advance on the _____ day of
each and every month.

Rents are payable at the following address:

It is agreed that if rent is unpaid after 5:00pm 4 days following due date, the lessee shall pay a one time late charge of \$ _____. Any dishonorable check shall be treated as unpaid rent and be subject to the same late charge plus a \$ _____ special handling fee and must be made good by cash, money order or certified check within 24 hours of notification.

IT IS FURTHER MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS:

- 1) Said premises shall be occupied by no more than _____ occupants;
- 2) Lessee shall not violate any city ordinance or state law in or about said premises;
- 3) Lessee shall not sub-let the demised premises, or any part thereof, or assign this lease without lessor's written consent;
- 4) If lessee fails to pay rent or other charges promptly when due, or to comply with any other term or condition hereof, lessor at lessor's option, and after proper written notice, may terminate this tenancy;
- 5) Lessee shall maintain the premises in a clean and sanitary condition at all times, and upon the termination of the tenancy shall surrender same to lessor in as good condition as when received, ordinary wear and tear and damage by the elements excepted; a fee is herewith paid, no part of which is refundable for cleaning up and restoring the premises in the amount of \$ _____.
- 6) There shall be working locks on all outside doors; lessor shall provide lessee with keys for same;
- 7) *(Indicate one)*
 - Lessee
 - Lessor

shall properly cultivate, care for and adequately water the lawn, shrubbery and grounds;
- 8) Lessor shall supply electric wiring, plumbing facilities which produce hot and cold running, safe drinking water and adequate heating facilities;
- 9) Lessee shall pay for all natural gas, electricity, and telephone service. All other services will be paid for by Lessor and Lessee as follows:

	Lessee Lessor		Lessee Lessor		
Water	<input type="checkbox"/>	<input type="checkbox"/>	Garbage	<input type="checkbox"/>	<input type="checkbox"/>
Sewer	<input type="checkbox"/>	<input type="checkbox"/>	_____	<input type="checkbox"/>	<input type="checkbox"/>

Legal Skills LS-15

- 10) Lessee agrees to assume all liability for, and to hold lessor harmless from, all damages and all costs and fees in the defense thereof, caused by the negligence or willful act of lessee or lessee's invitees or guests, in or upon any part of the demised premises, and to be responsible for any damage or breakage to lessee's equipment, fixtures or appliances therein or thereon, not caused by lessor's misconduct or willful neglect.
- 11) The lessor, after 24 hours' written notice specifying the causes, may immediately terminate this agreement and take possession if: a) Lessee's pet seriously threatens or inflicts personal injury upon the lessor or other tenants; b) Lessee's concern inflicts any substantial damage to the premises; c) Lessee has vacated the premises, the person in possession is holding contrary to a written rental agreement that prohibits subleasing the premises to another person to occupy the premises without written permission of the lessor, and the lessor has not knowingly accepted rent from the person in possession; or d) Lessee's concern commits any act which is outrageous in the extreme;
- 12) The owner (or agent of service) is: _____;
Address: _____
- 13) Any holding over by lessee after the expiration of this agreement or any extension thereof, shall be as a tenancy from month to month;
- 14) If this is a month-to-month tenancy only, then this agreement may be terminated by either party giving the other at anytime not less than 30 days' notice in writing prior to the date designated in the tenancy termination notice, whereupon the tenancy shall terminate on the date designated;
- 15) Lessor acknowledges the receipt of \$ _____ as a security deposit, of which lessor may claim all or part thereof to remedy lessee's defaults in the performance of this agreement (including nonpayment of past due rent) and to repair damage to the premises.
- 16) Pets are
 a) allowed
 b) not allowed
 c) if allowed, "pets" consist of _____
- 17) The following personal property is included and to be left upon the premises when tenancy is terminated:

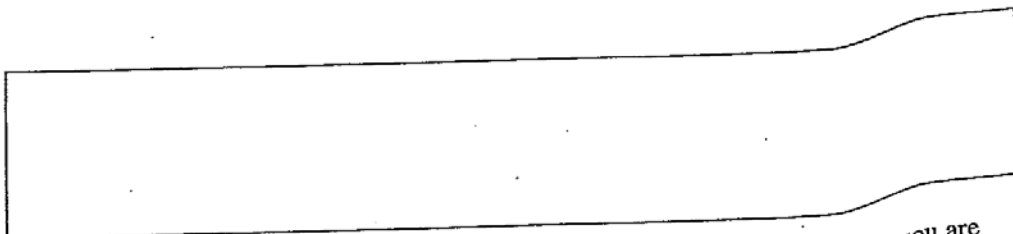
Legal Skills LS-15

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written and lessee acknowledges receipt of a copy of this agreement.

Lessor

Lessee

Independent Living Skills Module V



Prior to looking for an apartment, you will also have to decide whether or not you are willing to sign a detailed rental agreement, called a lease. Most landlords require tenants to sign a lease, which defines responsibilities and expectations for both parties. Leases offer protection to the tenant and the landlord. They are legal documents and, therefore, binding. By signing a lease, tenants usually commit to keeping the apartment for 12 months and are held financially responsible for the rent during this period. Leases also specify rules and restrictions for tenants, i.e. pets, use of the apartment facilities (pool, laundry), noise levels, parking, etc. Most leases also require that tenants do not sublease (rent the apartment to someone else) without permission.

In general, a lease is considered a legal contract whose conditions are agreed upon when both the tenant and the landlord sign their names. So be sure to read the entire agreement carefully and thoroughly before you sign a lease.

ACTIVITY

Read the sample lease below and answer the questions which follow.

This 1st day of September, 19__,
herein called ("Lessors") hereby lease to _____
herein called the ("Lessee") the following premises: A first floor apartment located at _____.

Rent per month: Six Hundred Thirty Five Dollars (\$635.00), term: 12 months,
commencement date: September 1st, 19__.

1. Rent

The monthly rental to be paid by the Lessee for the apartment shall be as indicated above to be paid on the 1st day of each and every month, in advance, so long as this Lease is in force and effect.

2. Security Deposit

The Lessor agrees to hold the security deposit of Six Hundred Thirty Five dollars in an interest bearing escrow account, as a security deposit for the full, faithful and punctual performance by the Lessee of all lawful covenants and conditions of this Lease. It is understood that this security deposit may be applied to damages caused by the Lessee. The Lessors will return the security deposit, less the amount applied to damages, with interest as required by law and make a full accounting to the Lessee for a period of 30 days after the building is vacated. It is further understood that the security deposit is not to be considered prepaid rent, nor shall damages be limited to the amount of this security deposit.

Lessee further agrees that upon vacating the apartment, it will be returned to a similar condition as when it was rented, reasonable wear and tear excepted.

12. Complete Agreement

It is agreed, except as herein otherwise provided, that no amendment or change or addition to this lease shall be binding upon the Lessors or Lessee unless reduced to writing and signed by the parties hereto. It is hereby agreed that this is the entire agreement of the parties.

13. Joint and Several Obligations

If this Lease is executed by more than one person or entity as Lessee, then and in that event all the obligations incurred by the Lessee under this Lease shall be joint and several.

14. Severability

Unenforceability for any reason of any provision(s) of this Lease shall not limit or impair the operation or validity of any other provision(s) of this Lease.

15. Holdover

If the Lessee remains in possession without the written consent of the Lessors at the expiration of the term hereof or its termination, then the Lessors may recover, in addition to possession, the monthly rental stipulated above for each month, or portion thereof, during the Lessee's holdover plus either one and one-half (1-1/2) times the monthly rental or the actual damages sustained by the Lessors, whichever is greater, plus the Lessor's costs of recovering said amounts and possessions, or if the apartment appears to have been abandoned.

16. Right of Entry

The Lessors may enter the apartment at any time where such entry is made necessary by an extreme hazard involving the potential loss of life or severe property damage, and between 8:00 a.m. and 8:00 p.m. in order to inspect the apartment, to make repairs thereto, to show the same to a prospective or actual purchaser or tenant, pursuant to court order, or if the apartment appears to have been abandoned.

17. Delivery of Lease

The Lessors shall deliver a copy of this Lease duly executed by the Lessors or their authorized agent, to the Lessee within thirty (30) days after the Lessee delivers and executed copy of this Lease to the Lessors.

18. Renewal/Notice to Quit

It is understood that the Lessee shall notify the Lessors of her/his intention to renew the Lease at the expiration of the term, or, alternatively, shall notify the Lessors of his/her intention not to renew within thirty (30) days of the end of the lease term.
