Foreword

*Stepping Out* has been written for general informational purposes and should not be construed as legal advice. Legal advice should be given only upon consideration of facts particular to an individual case and the law applicable to it. The Allegheny County Bar Association, its officers, employees, and members specifically disclaim any and all liability for actions taken or omissions made in reliance upon the statements made in *Stepping Out.*

Acknowledgements

The Young Lawyers' Section of the Berks County Bar Association originated the Stepping Out Project in Berks County in 1986 and published the original Stepping Out Booklet. The Berks County Young Lawyers’ Section graciously granted permission to the Allegheny County Young Lawyers’ Division to develop this booklet and to use the Berks County booklet as its model. We wish to thank our Berks County counterparts for their generous cooperation and assistance.

Introduction

When you step out of high school, will you step into a job, more education, marriage or a combination of the three? Whatever your destination, you will probably be 18 years old when you begin. Eighteen may be more challenging than you think because at this age you are a “legal” adult, but not fully independent. Although you can now vote, marry without your parents’ consent, make contracts and be treated like an adult in court, you may not drink alcoholic beverages and, if you have been declared a delinquent or dependent of the court, you may continue to be under the authority of the Office of Children, Youth and Families in your county. What's more, your parents or guardians will continue to have a guiding, supportive place in your life.

With your newly acquired rights, you have certain duties and may oblige yourself legally to others more than you realize. The Young Lawyers’ Section of the Allegheny County Bar Association has prepared this booklet to answer some legal questions and to raise many more. Knowing the answers is now less important than learning how to ask the questions. How do you borrow money? How can you avoid getting “burned” with an apartment lease? Where do you go to vote?

The articles in Stepping Out are arranged with a view toward five kinds of relationships: (1) contractual (*Promises, Promises*); (2) employment (*On the Job* Front); (3) personal (*Close to Home*); (4) adversarial (*Getting Stuck (and Un-stuck)*); and (5) the individual in a nation (*Making It Work*). Be sure to look at the assistance agencies in *Close to Home* for help in answering those questions which *Stepping Out* doesn’t answer. If you ever have a serious legal question, don’t hesitate to visit an attorney. The Allegheny County Bar Association’s Lawyer Referral Service can connect you with an attorney experienced in any area of the law. Just call 412-261-5555 or visit [www.acbalrs.org](http://www.acbalrs.org) for the online referral system. To find a lawyer based on criteria important to you, you may also visit ACBA’s Pittsburgh Lawyer Finder at [www.pittsburghlawyerfinder.org](http://www.pittsburghlawyerfinder.org).
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Contracts

A contract is a legally enforceable agreement, between two or more parties. Generally, a contract puts obligations upon each party—each party promises to do something for the other. A very simple example of a contract is in the sale of goods. If you go online and buy a laptop, you promise to pay some amount of money and the seller promises to provide the computer. The two promises form the agreement—in other words, the contract. Other common examples of contracts are:

- Contracts for services (pay a landscaping company to cut your grass);
- Lease and rental agreements (lease or rent an apartment or a car);
- Warranty agreements (manufacturer agrees to repair or replace an item that you have purchased for a certain period of time after the purchase); and,
- Employment contracts (agree to work for an employer for a certain amount of time for an agreed upon amount of payment).

Keep in mind that while many contracts are written, most contracts do not need to be in writing to be legally binding. Consider the simple example from above—goods are bought and sold every day without a written contract. You pick up an item at a store, take it to the cashier and hand over cash to pay for the item and receive your change. A simple contract, though not a written contract, played itself out. The store owner cannot come to your home later in the day and try to take back the item that was sold to you on the theory that there was no written contract!

If either party fails to uphold its end of the agreement, the other party has a legitimate claim for a breach of contract. A “breach” occurs when a party to a contract does not fulfill the obligation that was agreed upon under the terms of the contract. If you file a lawsuit for a breach of contract and are successful, a court will typically give you an award that will put you in the position that you would have been had the other party fulfilled its contractual obligations. Using the sale of goods example, if you agree to pay $500 for a television and the seller gives you the television and you do not pay $500, the seller can bring a breach of contract lawsuit against you and may seek $500 in damages. This damage award puts the seller in the position that it would have been had you fulfilled your contractual obligation.

Age Considerations

The age of majority in Pennsylvania and most other states is 18. The age of majority is the age that an individual is recognized as an adult under the law. This is an important concept as it applies to contracts. Typically, contracts that are entered into by individuals younger than 18 are voidable. This means that while the contract is valid, the minor can legally refuse to uphold his or her obligations under the contract. As a result of this legal framework, many companies will not enter into
contracts with individuals under the age of 18. This explains why many companies do not sell cars, enter into cell phone agreements, or extend credit cards to minors without a cosigner (often a parent or guardian) that is over the age of majority. It is also important to keep in mind that a minor cannot file a lawsuit in Pennsylvania. Therefore, if you are under the age of 18 and enter into a contract with a party that fails to uphold its contractual obligations, you alone could not sue that party for breach of contract.

**Practical Considerations**

Contract law can be complex, but you do not have to fear entering into a contract. Keep the following points in mind any time that you are considering entering into a contract and you can avoid the pitfalls that trip up many individuals:

- Carefully read any contract document prior to signing. Courts will generally seek to enforce the terms of a written contract, so do not agree to a written contractual term that you cannot uphold or do not intend to uphold.

- If a party proposes a contract or a term within a contract that is unfavorable to you, do not hesitate to ask the other party to eliminate or revise the contract or term. It is not uncommon for proposed contracts to be revised prior to the parties agreeing.

- Take care to discuss all details prior to finalizing a contract. Many contract disputes arise because the parties never fully discuss all of the essential details of the agreement.

- If you are unsure about a contract that is proposed to you, do not hesitate to tell the other party that you need time to consider the offer. Do not get caught up in the moment and sign or agree to a contract that you will later regret. Look to trusted family members and friends for advice and do not be afraid to seek the advice of an attorney.

**Warranties**

In addition to the promises the merchant makes to you, the law implies a certain warranty in your contract—the warranty of merchantability. To be merchantable, the goods must be fit for the ordinary purposes for which such goods are normally used. For example, a stereo must play music as well as similar stereos do. If it doesn’t, you have the right to demand a remedy from the merchant. The merchant can avoid this duty before the sale if he provides you with a written statement saying that the stereo is being sold “AS IS,” “WITH ALL FAULTS” or something similar. Many items on eBay are sold this way.

Merchants don’t have to give you a written warranty. However, if you buy a consumer item that costs more than $10 and you do receive a written warranty, it must say whether it is a “full” or “limited” warranty. You should read the warranty carefully because it is part of your bargain.
With a “full” warranty, the warrantor:

1. must fix the item within a reasonable time and without charge if it is defective or not in the condition it was warranted to be;

2. may not limit the time during which the warranty of merchantability or other implied warranty is in effect;

3. may limit the kind of remedy you can get for harm resulting from the defect by stating so in bold face print; and

4. must allow you to choose a replacement or refund if the item continues to be defective after the merchant makes a reasonable number of attempts to fix it.

A limited warranty doesn’t provide all of these promises, and the warrantor can choose which ones he wishes to leave out.

Buying a Car

When you buy and register a new car in Pennsylvania, the law imposes special warranties on the manufacturer or his authorized representative, the dealer. This law is often called a “lemon law.” The law says that the manufacturer must repair a substantial defect in the car at no cost to you if you notice it and request repair during the first year of ownership or during the first 12,000 miles. If the manufacturer tries to fix the car three times but fails, or if you can’t use the car because of the defect for a total of 30 days during the warranty period, you can choose either a replacement or a refund.

How do you force the manufacturer to fulfill these implied promises? You must follow the dispute settlement procedure the manufacturer sets up. Then, if you are still dissatisfied, you can get a court to order the warrantor to pay you for the losses you have suffered.

When you buy a used car, the law implies obligations in addition to the promises made by the used car dealer. He must either satisfy the warranty of merchantability talked about earlier, or disclaim it in writing. He must tell you how many miles the car has traveled, as indicated by the odometer. If the dealer knows or should know that the odometer doesn’t accurately show how far the car has traveled, he must warn you not to rely on it. The used car dealer must also tell you in writing the year, make, and identification number of the car.

Be careful when you buy a used car from someone who doesn’t regularly deal in them! In that case, there is no implied warranty of merchantability. The seller must, however, give the other information required of used car dealers. Take the car to a licensed inspection station to find out whether it will cost anything to pass a state vehicle inspection.
Financing

How will you pay for a car, new or used? Most likely, you will borrow money from a bank or other lending institution, or you will agree to pay the merchant over a period of time. In either case, the merchant or lender will take a “security interest” in the car, giving him the right to repossess or take the car if you fail to pay for it as agreed.

If you borrow from a lender, you will have to sign a “promissory note,” which is your written promise to pay. You have the right to know the total cost of the loan, including interest.

If you agree to pay the merchant over a period of time, he will demand that you sign an installment sales agreement, which contains the terms of the car sales and the financing. The installment sales agreement will contain some of the information required of the lender plus information about the cash price and credit of your down payment or trade-in.

Shopping at Home

Sometimes merchants come to your home to sell you consumer goods or services. These door-to-door sales could be vacuum cleaners, books, or house painting. If you choose to purchase something costing $25 or more, you must receive a fully completed receipt or contract giving the date, the seller’s name, and a notice of your right to cancel. Even if you don’t receive the notice, you may cancel such a contract by writing to the seller within three business days.

Did you ever receive a book or piece of jewelry you never ordered? You have the right to refuse it, or you may keep it (unless it has obviously been ordered by someone else). If a charitable organization sends something, you may keep it, and you need not contribute, although you may choose to do so. In this situation, there is no agreement to sell, and you cannot be forced to pay for the item.
Consumer Credit

How many times have you passed an automatic teller machine of one of the local banks? They certainly do seem to be sprouting up all over the place! Did you know that you can borrow money through these machines? Today, it is easier than ever to use a small plastic card to get money or to buy things on credit. The larger the credit industry grows, the more likely you will be to borrow money and use credit cards. You should know something about how the law affects your credit and what you owe people and businesses.

Credit Cards

It is now very easy to get credit cards. There are two basic kinds of credit cards. First, many national and local department stores issue credit cards to allow you to charge your purchases of their goods. You are simply agreeing to pay later for the merchandise you are buying today. Second, many banks issue cards (such as Visa or MasterCard) that allow you to buy goods on credit from any store which honors the card. Each time you use one of these bank cards, you are borrowing money from the bank to pay for your purchases.

Be careful in your use of credit cards! It is very easy to buy things you cannot really afford by putting the charge on your little piece of plastic and forgetting about it until the bill comes next month. If this happens, you can get into financial trouble.

If you lose your credit cards or they are stolen, you are legally responsible up to a maximum of $50.00 per card that someone might charge on your cards. Even if someone else charges hundreds of dollars on one of your cards, you are only responsible for $50 per card. But if you have five, six, or more cards, that can really add up! If you immediately notify by telephone the bank or store that issued you the card, you will be responsible for no further charges, regardless of how much the unauthorized person runs up the bill. Keep the telephone numbers of your credit card banks and stores available, just in case. Follow up your telephone call with a letter confirming your conversation.

Sometimes the credit card company makes a mistake in your bill. Call and discuss the problem with them. Do not simply refuse to pay the bill. Perhaps you can resolve the problem. If you cannot, consult your local Chamber of Commerce or Better Business Bureau.

Borrowing Money and Applying for Credit

No one may discriminate against you because of your race, religion, nationality, sex, marital status or age (if you are over 18). Your lender may not ask about your marital plans or whether you plan to have children.

Your lender must tell you how much it will cost you to borrow money or use a credit card. Many lenders set up their interest rates, finance charges and payment terms in different ways. By law, these different terms must be blended together into an
annual percentage rate that you can compare lender by lender to get the best rate. Watch out, also, for varying “application” fees and “points” or loan origination fees that can be charged against you. You have a right to know about them in advance. Your lender must tell you in writing whether your application for a loan was accepted or denied. If it was denied, your lender must tell you why. If he does not tell you why your application was rejected, you should demand an explanation immediately. The lender must answer you. Sometimes lenders make mistakes, and your questioning them might get them to look again and grant your application. Also, you might learn why you were rejected and correct the problem for your next application.

If you borrow money, your lender might want to have “collateral” to “secure” the loan. This means you agree that something you own can be taken by the lender and sold to pay for your debt if you do not make the payments. Collateral can be your furniture, your bank account, your car or anything else you own. Usually when you borrow money to buy something in particular (like a car or furniture), that will be the collateral for your loan.

Once you borrow money, however, you must pay it back! If you do not pay the money back or pay it late, you might be in default by failing to live up to your promise to pay the money back in a certain way. Your creditor will probably give you some notice that you are in default. Treat it seriously! Call your creditor to explain the delay and make arrangements to repay the creditor somehow. If you do not make satisfactory payment arrangements with your creditor, the creditor can sue you for money, or he can take back (repossess) the collateral that backs up the debt. There are restrictions on how and when a creditor can repossess your property: The Creditor must have a court order, cannot order your arrest, cannot repeatedly call your home and cannot interfere with your work.

If a creditor repossesses some of your property, you have certain rights:

1. The creditor may not use force or enter your home or garage without your permission or a court order;

2. You may get the repossessed property back if you pay your debt to the creditor, including the creditor’s costs;

3. If the creditor sells your goods, he must sell them for the best price available under the circumstances; and

4. If the creditor gets more for the repossessed goods than you owe him, you have the right to have the extra money returned to you. If he gets less than the amount you owe, you are responsible for the shortage.

Sometimes, no matter how carefully you watch borrowing money or using credit cards, your debts pile up. There are debt and credit counseling agencies available to assist you. If you absolutely cannot work things out with your creditors, you might have to consult an attorney about the possibility of filing bankruptcy.
Bankruptcy (the last resort)

Congress has created the bankruptcy law so persons in trouble with debt can get a “fresh start” in life, free of past bills and financial burdens. It cannot be abused, however, or its protective features will not protect you. When your bills and debts are so overwhelming that you cannot resolve your problems with your creditors, bankruptcy might be the answer. In bankruptcy, you would have your debts “discharged” or forgiven. Of course, other steps are possible and less drastic than bankruptcy—creditor arrangements, consumer credit counseling, and loan consolidation are all good alternatives.

If you finally decide, after consulting an attorney, that no other way exists but bankruptcy to help you, you will lose virtually all of your property. Certain property, such as your home, car, tools of the trade and personal furniture, is “exempt” from seizure and sale under state or federal law. Not all property is exempt, however, and careful consideration must be given to decide what exemptions are available and whether bankruptcy would really benefit you. This is especially so because not all of your debts can be discharged. Taxes, debts not listed in your bankruptcy petition, school loans, alimony, child support, and debts incurred through fraud are not discharged. You should also know that a record of your bankruptcy filing may remain on your credit rating for ten (10) years.

Two types of bankruptcy are available to you for your consumer debts. First you can do a liquidating bankruptcy (called Chapter 7 bankruptcy) in which all of your property (except that which is exempt) is sold by a trustee with the money received distributed to your creditors. Your debts are generally discharged in a Chapter 7 bankruptcy (except as noted above), and your present earnings or salary cannot be touched. But you can only do a Chapter 7 bankruptcy if you have not done so in the past six years.

The other type of bankruptcy is a wage-earner bankruptcy (called a Chapter 13 bankruptcy) in which you keep all of your property but make arrangements to pay your creditors over time out of your future earnings. It is possible to discharge more of your debts in a Chapter 13 than in a Chapter 7, and there is no bar to a Chapter 13.
Employee Benefits

Just as every contract varies from product to product, employee benefits vary from employer to employer. Thus, when you step into a job, it is important to determine what benefits your employer offers.

In addition to a paycheck, most employers offer some form of group health care coverage, such as Blue Cross/Blue Shield, a health maintenance organization (HMO/DMO) or similar types of programs. An employer may also offer life insurance as a type of benefit. Payment of these benefits will vary from employer to employer. Therefore, while some employers pay all of the premiums, other employers pay only part of the premiums for these benefits.

Although you are young and just starting your career, it is never too early to think about a retirement plan. Your employer may offer retirement benefits through a pension or profit sharing program. However, if your employer does not offer a retirement plan, then you may independently plan for your retirement through an individual retirement account (IRA). An IRA is available at most banks, and depending upon the circumstances, the contributions to your retirement plan may be tax deductible.

Other benefits may include tuition reimbursement for higher education, unpaid leaves of absences and sabbaticals. Moreover, unemployment compensation and workers’ compensation are employee benefits that an employer may be required to offer. Therefore, the key is to ask your prospective or current employer about the benefit programs they offer, and whether you are eligible to participate in them.

Workers with Disabilities

If you are one of 43,000,000 Americans who has a physical or mental disability, you are entitled to obtain and hold a job without suffering discrimination by employers. In 1990, Congress enacted the Americans with Disabilities Act to prohibit businesses with 15 or more employees from discriminating against disabled individuals in job application procedures, hiring or firing of employees, employee compensation, advancement, job training, and other terms, conditions, and privileges of employment. Disabled persons are entitled to apply and interview for employment without encountering discrimination. For example, a potential employer may not ask about specific accommodations you may need to perform your job. As a disabled worker, you can expect your employer to make reasonable accommodations to help you perform your job, provided the accommodation does not cause undue hardship for the employer. “Reasonable accommodations” can include modifying the facilities at the job site, restructuring the job, modifying equipment, adjusting training procedure or policies, and providing qualified readers or interpreters.
Drugs and Alcohol in the Workplace

Today, drugs in the workplace will not be tolerated. Although you have spent many years developing the skills and knowledge necessary to enter the job market, most employers now require that you be DRUG-FREE. Public as well as private employers have instituted drug-free requirements to aid in the nation’s war against drugs. The scary fact is that nearly 70 percent of the estimated 13 million current drug users are employed. These employees create hazards in the workplace through substantially greater accident rates, low morale, and high turnover. Employers’ goals are to protect workers and the public from drug-related accidents and to reduce the astronomical economic losses due to lost productivity, theft and high insurance claims. Employers have instituted programs to address these problems. Typical programs include written policy statements, employee education and awareness programs, supervisory training, employee assistance programs (EAPs) and where appropriate, drug testing.

As a result, mandatory drug testing of current and prospective employees has emerged as a major workplace issue. Currently, in the private sector, although drug testing is not mandatory, approximately 80 percent of the firms test prospective employees for drug use. And roughly forty percent of Fortune 500 firms test current employees who are suspected of using drugs. In contrast, drug testing is mandatory in federal agencies, in public firms, and in firms that do business with the federal government. The Drug-Free Workplace Act was passed in 1988 which sets forth specific guidelines to enforce the mandatory drug testing of employees.

Employers may test both current employees and prospective employees for drug use. The most common form of drug testing is urinalysis, a chemical analysis of an individual’s urine (although blood may also be tested after an accident). Through urinalysis, the presence or residue of most drugs can be detected up to eight weeks after they have been used. Although the result of the urinalysis is to be considered confidential, an employer has the right to use the test results to automatically fire a current employee or refrain from hiring a prospective employee. Therefore, using drugs may have a significant impact on your ability to obtain and retain employment.

Employer drug testing policies can vary in several crucial areas: the policy’s definition of “drugs” and “drug abuse,” the scope of the prohibition against the use of drugs, the standards used to determine if and when a current or prospective employee will be required to submit to a drug test, the consequences of refusal to submit to a drug test, the employer’s use of the drug test results and employee assistance programs.

Persons who test positive for drug use during pre-employment screening procedures, or during drug testing performed by their employers, will not be considered “disabled” under the Americans with Disabilities Act discussed in the previous section. By testing positive, these individuals are regarded as “current users” of illegal drugs and a denial or termination of employment will not be considered discriminatory. On the other hand, if someone has a record of drug or alcohol addiction and is in treatment for the addiction or has successfully completed rehabilitation, that person is entitled to protection from employment discrimination.
Some drug testing policies confine the meaning of drug abuse to the use of illicit drugs such as marijuana, cocaine, heroin, morphine, PCP, barbiturates and amphetamines, however, other policies define drug abuse as the use of illicit drugs and the misuse of prescription drugs (i.e. exceeding the prescribed dosage). Still others include the misuse of over-the-counter drugs such as diet pills and nonprescription pain killers. No matter what the definition an employer’s policy may use, an employer may use a urinalysis to detect the presence of drugs and drug abuse.

A private employer’s drug testing policy may prohibit the use of drugs only on the job or it may also prohibit the use of drugs while off the job. In contrast, a public employer’s policy must prohibit illegal drug use both on and off the job.

The type of drug testing policy used by an employer will dictate the standards for requiring an employee to submit to a test. Typically, drug testing policies can be placed into one of three categories: random, for-cause and periodic. In random drug screening, employees are selected randomly and required to submit to the test. In random testing situations, tests are imposed without individualized suspicion that a particular employee is using illegal drugs. For-cause testing requires employees who are individually suspected of using drugs to submit to a test. For-cause testing policies, however, vary in the definition of what constitutes a good cause for suspecting drug use and when an employee is required to submit to a drug test. Finally, periodic testing policies are conducted at regularly scheduled intervals. For example, under periodic drug screening, an employee may be required to submit to a drug test at a time such as the company annual physical.

Typically, if an employer establishes a drug testing policy for prospective employees, the policy will be applied to all applicants regardless of the position for which the applicant is interviewing. However, an employer may have differing drug testing policies for current employees. For example, an employer may test employees in high safety risk occupation such as construction, transportation and public utilities, more frequently than employees in low safety risk occupations such as secretaries, financial services and bank tellers.

**Consequences of Refusal**

Refusal to submit to a drug test requested by an employer or potential employer may lead to negative consequences. A refusal by a prospective employee usually means that the applicant will be disqualified from further consideration in the hiring process. A refusal by a current employee can result in a suspension or discharge from employment. Therefore, if you are asked to submit to a drug test, it would be in your best interest to take the test.

**Use of Drug Test Results**

A prospective employee who tests positive for a prescribed drug under the employer’s drug testing policy may or may not be permitted to retest and may or may not be permitted to explain the positive result. Also the potential employee may be automatically disqualified from further consideration in the hiring process.
Unlike a prospective employee, a current employee who tests positive for a prescribed drug under the employer’s drug testing policy usually is permitted to explain the positive result and is usually not automatically discharged. In fact, depending on the employer’s program, an employer may allow a current employee to remain employed as long as the employee attends and successfully completes a drug rehabilitation program. The important phrase here is “may allow”...some employers will immediately fire an employee upon confirmation of drug use, especially one that is easily replaceable. However, this can be highly dependent on the particular circumstances and the employer’s health benefit programs.

Alcohol Testing

Depending upon your occupation, you may find yourself subject to alcohol testing as well. For example, the United States Department of Transportation is now requiring all organizations with 50 or more employees to issue breathalyzer tests to workers who drive trucks or worker transportation vans. All employers with these types of workers are required to engage in alcohol testing. Such testing may take place during the pre-employment screening process, following an accident, upon reasonable suspicion, randomly, or during follow-up with a previous violator. If, upon testing, the employee’s blood alcohol level is .04% or greater, the employee will immediately be taken off the job and referred to an alcoholism counselor. Those who test between .02% and .04% must not be allowed behind a wheel for 24 hours.

On the Home Front

Renting an Apartment

Sooner or later, you will be involved in a lease of some sort, probably as a tenant of residential property (an apartment or house). It is important to understand the basic aspects of the landlord-tenant relationship so that your experience as a renter is smooth and hassle-free. Do you need a lease? What happens if the roof leaks? You should consider the answers to these and other basic questions before you sign any lease.

Entering Into and Living with a Lease

After you shop around for an apartment or a house—you should shop around to see what is available at a price you can afford—and find one that suits your needs, you will probably be asked by your landlord to enter into a “lease.” A lease is simply an agreement between you, as tenant, and your landlord that describes your rights and responsibilities concerning the property you are renting. The lease should be in writing (although it doesn’t have to be) and usually will be a “form” to which your landlord adds specific terms. All of the terms in the lease are important, and you
should read and understand any lease before you sign it, because the lease will constitute the whole agreement you have with the landlord. If you don’t understand it, ask someone who does, preferably an attorney, to help you.

Look closely at the provisions concerning rent, the security deposit, repairs and maintenance of the property, the duration of the lease, and renewal or termination of the lease. Consider a walk-thru inspection with the landlord, listing the visible defects in the property. What is the amount of rent (usually set forth as a monthly figure) and when, where, and to whom must it be paid? Is there a “late charge” if your rent is paid late? What are the other consequences of not paying your rent on time? How often and how much can your rent be increased? Must you accept a rent increase? Also, what do you get for your monthly rent? Is heat included? What about other utilities?

A security deposit is an amount of money, usually equal to one month’s rent, that is paid by you to the landlord as his protection against nonpayment of rent or damage to the property (other than usual wear and tear). A security deposit is generally required by the lease. By law, the security deposit cannot be more than two months’ rent. If the landlord puts your security deposit in an interest bearing account, then the landlord must pay the tenant the interest earned minus a 1% administrative fee. However, the landlord is generally not required to escrow your security deposit in an interest bearing account until after the second year of the lease.

If repairs—a dripping faucet, broken window or leaky roof—are necessary, who is responsible to make and pay for them? Usually, repairs to the property are part of the landlord’s responsibility to provide a “habitable” dwelling—one that is safe and sanitary and provides the facilities and services vital to the tenant’s health and safety. But the lease may shift some or all of this responsibility to the tenant. If the landlord must make repairs, tell him in writing what must be fixed. If the landlord doesn’t respond within a reasonable time, you may be able to make the repair yourself and deduct the cost from future rent due or simply withhold all or part of your rent each month until the landlord makes the necessary repairs. It is advisable to place your rent in escrow, either with the bank or the court, until the repairs are made. Be aware that if you withhold your rent, even if you escrow it, your landlord will likely take you to court for not paying your rent. You will then have to prove to the Judge that you should not be responsible for the portion of rent you withheld because of the problems with the apartment. Calling the Allegheny County Health Department can often help pressure the landlord to make necessary repairs, especially if the problems are life threatening, such as no heat in the winter. Communicating with your landlord clearly and in writing is an important step toward avoiding these kinds of problems.

Who provides necessary services? Who is responsible for trash and snow removal? If emergency repairs are necessary, who should you call? Where is the fuse box in case the lights go out? Can you have a pet? Are there any restrictions on pets or is an additional security deposit required for pets? Ask these questions before you need to know the answer.
Finally, how long is the lease term? Most residential leases extend for a period of one year, during which time the rent is fixed. Many leases provide that, at the end of the original lease term, the lease will automatically be renewed for an additional term (one year, for example). Watch out! Does your lease have a provision like that? Or can you (must you) move out at the end of the original term? If not, what do you (or does your landlord) have to do to terminate the lease? Usually, either party to the lease can stop it from being renewed for another term by giving the other party written notice in advance that he wants the lease to end. Also, some (not all) leases permit the tenant to end the lease prior to the end of the set term under certain circumstances (for example, if the landlord announces a rent increase). Does yours?

Ending Your Lease

If your lease ends, or you violate any of the provisions of your lease, the landlord may have you “evicted” (removed) from the property if you do not willingly leave. Unless you agree otherwise, the landlord must give you 15 days’ notice to quit the premises (only 10 days if the reason for evicting you is non-payment of rent). If you refuse to vacate the premises voluntarily, the landlord may seek an order for possession from a magisterial district judge (district justice) and have you forcibly removed. However, a landlord may not change your locks or throw your personal property out of the apartment on his own. He must obtain a court order and have the Constable or Sheriff evict you.

When your lease ends or you decide to move and your landlord consents to ending the lease early, make sure to give the landlord your new address in writing. If you do, so long as you do not owe any back rent and you did not violate the lease, the landlord must return your security deposit to you within 30 days. If you damaged the premises, the landlord may deduct from your deposit the actual value of those damages and return the rest of your security deposit to you, so long as he gives you a written list of the damage you caused. If the landlord fails to do this within 30 days, he cannot charge you with any damage to the property, and you may be able to recover twice what he owes you. It is always a good idea to take photographs of the apartment before you leave to prove that you left it in good condition.

If you have a problem or a dispute with a landlord, you can call the Pennsylvania Attorney General’s Bureau of Consumer Protection at 1-800-441-2555.

A Word about Discrimination

No landlord may refuse to rent an apartment or house to you or alter the terms of the proposed lease solely on the basis of children, race, religion, sex, nationality, ancestry, handicap, disability or use of a service animal. In fact, the landlord may not even ask you questions about any of these matters on a form or other application. Any landlord who does any of these things may be guilty of discrimination in violation of both state and federal law. If you feel you have been the victim of discrimination, you should contact the Human Relations Commission of Pennsylvania or your local fair housing agency.
Personal Matters

Getting Married

Many people decide to get married during the first five years after high school, and you may be one of them. Not more than sixty (60) days, before your wedding ceremony, you and your fiancé must personally appear at the county clerk’s office to apply for a marriage license. There is a three (3) day waiting period for the issuance of a marriage license, so you must also apply at least three (3) days before your wedding. The three (3) day waiting period may only be waived by the Orphans’ Court, upon a showing of good cause. Pennsylvania has now abolished common law marriages, so you will need to obtain a marriage license and have a statutory or ceremonial marriage in order to be considered husband and wife. (Note, common law marriages created prior to January 1, 2005 remain valid.)

If you are under 18, but over 16, you will need your parents’ formal consent to get married. If you are under 16, a Judge from the Orphans’ Court Division of the Court of Common Pleas must also consent to the marriage, based upon a finding that the proposed marriage is in the best interest of the applicant. An Order of Court is also required if either party is of unsound mind or has a guardian of the person.

The county clerk will refuse to issue a license to anyone under the influence of alcohol or drugs. Persons of the same sex and close relatives may not marry one another. If you were married before, you must have a certified copy of your divorce decree or your spouse’s death certificate before you can remarry. An “absent” spouse, meaning a spouse absent from the home for more than seven (7) years, may be declared dead upon petition to the Orphans’ Court.

Persons qualified to perform a marriage ceremony include judges, district justices, certain public officials, and any member of the clergy. With certification from the clerk of the Orphans’ Court, you and your fiancé can even perform your own ceremony.

Your marriage will be considered valid until it is terminated by divorce, annulment or death of one of the parties.

Protection from Abuse

The problem of violence in families and dating relationships occurs all too often. This violence is against the law. Help can be sought in these situations from the police or from the courts under the Protection from Abuse Act (23 Pa.C.S.A. §6101, et seq). This Act protects family members, intimate partners, partners who share a child, and couples who were or are dating.

A person who has been injured or is threatened with serious bodily injury can seek protection by filing a petition with the Magistrate (after-hours and weekends) or with the Allegheny County Court of Common Pleas, Family Division (Monday through Friday from 9:00 a.m. until 11:00 a.m.) located at 440 Ross St. in downtown Pittsburgh. If the victim is under the age of 18, they must bring a parent or guardian
with them when seeking protection from abuse. Victims can obtain assistance from Neighborhood Legal Services Association (NLSA) and the Women’s Center and Shelter (WC&S). NLSA and WC&S have people at the courthouse every weekday morning to assist victims in obtaining a PFA. There is no fee for a victim to file a PFA, but a filing fee can be assessed against the abuser. Obtaining a PFA will require at least two visits to the courts.

If abuse is found, the court will grant an order that restricts the abuser from contacting, hurting, harassing, and/or stalking the victim. Additionally, the court can award the victim exclusive possession of the home, custody of minor children, and temporary financial support to any family member whom the abuser has an obligation to support, and other appropriate relief. If the victim has medical bills or property damage, claims for reimbursement of those expenses can be pursued through arbitration.

A person who violates the court’s order can be held in direct criminal contempt and can be fined and/or imprisoned. While a victim cannot violate his/her own PFA, it is suggested that a victim also not contact her abuser. If a PFA is obtained, the victim should alert his/her school, work, local police, family and friends that a protection order is in place so that appropriate protections can be applied.

If you are the victim of abuse within your family or within a current or past dating relationship, you should contact the nearest police station and seek the assistance of the local magistrate, the Court of Common Pleas, the Women’s Center and Shelter, or Neighborhood Legal Services Association.

**Divorce**

Unfortunately, not all marriages work out. If you find yourself in this difficult situation, you may decide to divorce your spouse. A divorce in Pennsylvania usually coincides with an agreement to divide property that was obtained during the marriage. Generally, any property and debts that are obtained from the date of the marriage through the date of the separation of the parties is considered “marital.” These assets and debts are subject to distribution by the court.

An official divorce action begins with the filing of a divorce complaint. Suits for divorce are filed in the Family Division of the Court of Common Pleas. To start a divorce suit in Pennsylvania, you or your spouse must have resided in the Commonwealth for at least six months. In this complaint, the plaintiff may ask for a number of legal remedies, including alimony (regular payments of money from one spouse to the other) and “equitable distribution” (the court-supervised distribution of property acquired by either spouse during marriage). You may also request child custody and that the attorney’s fees and costs of the lawsuit are paid by your spouse. If you do not request any of these financial arrangements prior to receiving a divorce decree, the court has no authority to order that you get them.

How quickly can you get a divorce? If both parties are in agreement to get a divorce, there is a mandatory 90 day waiting period from the day that the divorce
complaint is served on the other party. Once the 90 day period has passed, the parties will need to sign additional documents to proceed with having an official divorce decree entered. In the event, either spouse does not wish to consent to a divorce once the divorce complaint has been filed, the defending party may wait up to two years before the divorce is able to proceed through the court system. If the parties are unable to consent to a divorce and unable to satisfactorily divide the marital property, the court will have a hearing to decide what party is to receive specific property. After this hearing, a divorce decree will be issued. Proceeding to a hearing is a very costly process for everyone involved and it is best, if at all possible, to enter into an agreement dividing property between each party and consenting to the divorce.

Support and Custody Disputes Between Parents

Just as spouses have a duty to support each other, parents must provide support for all of their children who are not emancipated. Generally, the duty to support continues until the age of 18 but in certain situations a court may extend the support obligation until after the child graduates from college or a technical school. The support obligation can be extended for the child’s life or for an indefinite period of time if the child has severe mental or physical disabilities and is unable to provide for his/her own needs. Parents have a duty to support a child even if the child is born out of wedlock or a parent tried or wanted to have the pregnancy terminated.

Pennsylvania has adopted statewide guidelines that establish the amount of child support a parent must pay. Sometimes parents are able to reach an agreement on the amount of support to be paid. If they cannot agree, or if the parent who has custody of the children is also on welfare, the court will determine the amount to be paid. In any case, failure to obey a court order for support can result in various penalties, including attachment of a tax refund and imprisonment.

Once an order for support is signed by a judge, it cannot be terminated, unless there is another order, also signed by a judge, which specifically terminates the duty to support that child. Do not assume that just because a child turns 18, the court order is no longer in effect. You must go back into court and get a judge to sign an order allowing you to stop payments. If you do not, the court will likely find you in contempt of its order and you may end up paying support that you would not have had to pay if you had gone into court instead of stopping your support payments.

Child Support

One of the most important things to remember regarding child support is that even if you are not married to the mother or father of your child, you are still required under the law to financially support your child. This does not only apply to fathers, but to mothers as well. If you need to file for child support and you do not have an attorney, your first step is to go to the Support Intake Office, which is in the Allegheny Building, between 8:30 a.m and 2:30 p.m. Monday through Friday. If you and the person that you are suing for support live in Allegheny County, you can also file on Wednesdays between 4:30 p.m. and 7:00 p.m. A member of the staff will
help you in filling out a Support Complaint and serving it upon the other person. You must take your Social Security card, a copy of any medical insurance cards that you have as well as any photo I.D. It is also a good idea to have either your federal tax return or your W-2 form with you.

Once the complaint is filed a Support Conference will be scheduled with a Domestic Relations Officer (DRO) at the Family Court. You must bring your pay stubs and tax returns or W-2s to the Support Conference. If necessary you may need to have an evidentiary hearing before a hearing officer, which will be the same day as the Support Conference, unless otherwise directed. Determining support payments in Pennsylvania is very rigid. There are guidelines in place that indicate how much each parent must be contributing towards their child’s care. The DRO will take each parent’s income information and the amount of time that the child spends with each parent and base the support payments on that information.

Once the amount of support is calculated, the DRO will issue a Court Order and send the information to PACSES. If you are required to pay support within Pennsylvania, you will become familiar with the PACSES system. PACSES is the entity that collects the money from the person required to pay support (obligor) and gives the money to the person receiving it (obligee). Usually this is done through automatic deductions from the obligor’s pay check and an automatic deposit into the obligee’s bank account.

There are several important things to remember about Child Support. The first is that if you don’t pay support, it is a crime to not pay and you can go to jail. The second is that it can always be modified if something beyond your control happens (i.e. you are laid off from your job due to no fault of your own). The court will not modify the payments though if you are trying to get out of making them (i.e., you take a lesser paying job to make your child support payments less). The last is that although technically your obligation to make child support payments ends at the child’s 18th birthday, you must go to the court and request that an order is entered stopping the payments.

Child Custody

It’s very commonplace in this day and age for an unmarried couple to have a child together. Sometimes the couple marries later in life, sometimes they remain together and raise the child as a family unit, but often the couple goes their separate ways and the issue will arise as to the amount of time the child will spend with each parent. It’s important to remember that each parent has an equal right to the child; a mother or a father may file what is known as a Custody Complaint.

A Custody Complaint may be filed by either the mother or the father of the child when they would like to establish what her or his rights are in terms of visitation. Many times couples come to an informal agreement regarding Custody and Visitation without involving the court system. When couples cannot agree, or their informal agreement breaks down, the Allegheny County Family Division provides a way for mothers and fathers to gain Custody or Visitation without hiring an attorney.
The first step in the process is to complete a Custody Complaint. The forms that these documents must be in can be found at:


under the heading CHILD CUSTODY. Either parent may ask the court for either Primary Custody, where one parent has the child the majority of the time, or Shared Custody, where each parent spends a more equal time with each parent.

Once the Custody Complaint is complete, it can be filed with the Generations Department, which is located on the First Floor of the Allegheny County Family Courthouse. At that time the Court will issue an Order mandating that both the mother and father attend an Education Seminar and a Mediation Session. The person filing must also pay a filing fee of $135.00. There are additional costs for the Education Seminar and the Mediation Session. If you cannot afford these fees, the Generations Department will explain to you how to request a waiver of the fees. Once that Generations Department has received the Custody Complaint, it must also be filed with the Allegheny County Department of Court Records Civil/Family Division located on the First Floor of the City-County Building. After the Custody Complaint is filed with the Department of Court Records, you have five days to serve the other parent with a copy of the Custody Complaint.

Both parents must comply with the Court Order mandating an Education Seminar and a Mediation Session. At the Mediation Session no attorneys are present; the parents will try to reach a Custody Agreement with the aid of a court-appointed Court Mediator. If both parents can come to an agreement for custody at the Mediation Session, then a Memorandum of Understanding will be prepared and can be filed as a consent order of court that day. If either parent has been a victim of domestic abuse by the other parent, they can make a request to the court to skip the Mediation session.

If the parents cannot come to an agreement during the Mediation, then you will have what is known as conciliation with a court professional experienced in custody, but you must request the court to schedule conciliation with a document known as a praecipe for conciliation within 120 days of the Mediation Session. Whichever parent asks for the conciliation date is responsible for serving the paperwork on the other parent. If the parties are able to come to an agreement regarding custody at the conciliation, then a consent order of court may be entered.

It is only if the parents cannot come to an agreement regarding custody at either the Mediation Session or the first conciliation that the parties will appear before a judge. The parents will either have a judicial conciliation or a trial based upon the recommendation of the custody conciliator.

**Custody Disputes Between Parents and the State**

Sometimes a situation develops in the home that harms, or threatens to harm, the child, and the state decides that it is in the child's best interest to remove him/her
from the situation. The child will be removed either temporarily, until the problem can be resolved, or permanently, if the problem is too serious or unlikely to improve. These matters are handled by a special division of the court called the Juvenile division which only addresses matters involving juveniles. If the state decides that the child will be better off living outside of the home and away from the parent’s supervision, the state will start a “dependency” hearing.

Dependency is when the court decides that intervention is needed to protect a child’s life and to provide a child with a healthy environment in which to grow. If the child is removed from the parent’s home, then the child becomes a dependent, often referred to as a “ward of the court,” and it is up to the state and the court to determine where the child will live and go to school.

Disputes between the state and parents usually occur when one or both parents has done something bad or harmful to the child, has allowed someone else to hurt the child, or has failed to act responsibly (example: leaving a baby home alone). If the court decides that the parent is not able to function as a responsible parent, then the child will be declared a dependent of the court until either the parent corrects his/her harmful conduct, or the child turns 18, whichever happens first.

In Pennsylvania, the state and the court will try very hard to reunite parents with children. Only when the parent’s behavior is unlikely to improve or results in serious damage to the child, will the court abandon attempts to reunify the family, and either make the child a dependent until he/she reaches 18 years of age or terminate parental rights.

A dependency proceeding is often confused with a delinquency proceeding. A delinquency petition is filed by the county when the child’s actions are in violation of the law. The focus of a dependency proceeding is the behavior of the parent, rather than the behavior of the child.

**Termination of Parental Rights**

Parental rights can be terminated in only one of two ways: voluntarily with the parent’s consent or involuntarily by a court’s order. As a general rule a parent’s right to care for a child, and a child’s right to have a relationship with his/her parent are two of the most protected rights in our legal system. Courts are VERY reluctant to terminate a parent’s rights and prefer to leave a minor in foster care in the hopes that the parent’s offensive or harmful behavior will stop.

Voluntary terminations occur when a parent releases his/her right as a parent in order that the minor can be adopted by someone else. Adoptions can be private without the assistance of an agency or can use an intermediary (usually an agency like CYF or an adoption group). The identity of the parties involved is usually not known. There currently is a trend to reveal that information in private adoptions, but, there must be consent by all the parties before an agency or court will reveal an individual’s name.
Involuntary termination occurs when a court is convinced by strong evidence that continued exposure to the parent is not in the minor’s best interest, and that the parent’s offensive conduct is not likely to change over time or with counseling.

At least one of the following situations must exist before a Court will terminate a parent’s rights: failure to perform parental duties for at least the last six months; mental or emotional incapacity of the parent; parents’ identity and/or whereabouts are unknown; and/or the minor has been in foster care for at least the last six months as a result of harmful conditions in the home, or harm caused by the parent, which harmful conditions are determined to be beyond repair or remedy.

An involuntary termination has four basic parts: pre-hearing activities which include notifying the parent and investigating the facts; the termination hearing held in the courtroom or in the judge’s chambers (or office); post-hearing activities to notify all persons involved, allow time for appeals and clarify any questions raised at the hearing; and finally, a Court order (or decree) which terminates the parent’s rights.

The procedure for a voluntary termination is similar but much shorter and simpler and often the parent’s presence in Court is not required. Not everyone can ask the court for a termination of parental rights. Only a natural (or biological) parent, an agency, or an adult who has custody of the minor are permitted to ask for a termination of a person’s parental rights. And rarely can a parent’s rights be terminated unless there is an agency or person ready and willing to act as a parent. In other words, a mother cannot ask for the termination of the father’s rights unless there is another man asking to take his place as a parent.

**Medical Procedures and Abortions**

As a general rule, if you are under the age of eighteen (18), you do not have the power to decide what medical treatment you will receive. Generally, the more serious a medical condition, the more likely it is that a parent’s consent will be required. A minor does not have to obtain a parent’s consent to receive emergency treatment needed to save the child’s life, obtain tests and test results for the diagnosis of pregnancy or communicable diseases, or gain access to abortions and prenatal care. Also, any individual under the age of eighteen (18) who has been married or borne a child, may authorize medical, dental or health services for his or her own child. If a minor has turned eighteen (18), graduated from high school, married, or been pregnant, then the minor is considered capable of consenting to medical treatment.

Abortions are legal in Pennsylvania but there are limitations which affect whether an abortion can be performed. The longer a woman waits before requesting an abortion, the greater the restrictions on how, when and where the abortion can be performed. As a general rule, an abortion within the first twelve (12) weeks of a pregnancy has few restrictions while an abortion during the last three (3) months of pregnancy is rarely permitted.
A woman must wait at least twenty-four (24) hours after first speaking with the doctor about an abortion before the procedure can be performed, which means that an abortion cannot be performed on the first visit. The abortion facility must provide the woman with printed materials about the procedure, the medical risks, the alternatives to abortion, the availability of medical assistance for prenatal care and childbirth and how far along the woman is in her pregnancy. Also, the facility must inform the woman that the father of the child is liable for the support of the child, in the event the woman elects to carry the unborn child to term, regardless of the father’s opinions or actions towards the mother or the pregnancy. Lastly, the woman must sign a consent form which indicates that all of these procedures were followed.

With the recent introduction of drug-induced abortions, we may see some changes in state abortion laws. It is too early to know what impact this new abortion procedure will have on abortion legislation.

**Wills**

In Pennsylvania, a person, male or female, married or single, who is 18 years of age or older and “of sound mind”, may make a Last Will and Testament. The age requirement is at the date of execution or signing of the will, not the age at the date of death. The person who signs a will is generally referred to as the testator. If you are over 18 and have a child you are strongly encouraged to have a will.

The test to determine whether a person is “of sound mind” calls for a judgment of whether the testator understands, in a general way, who his relations are and what property he possesses, together with an indication of an intelligent understanding of how he wants his property to be distributed. “Sound mind” or testamentary capacity is presumed for individuals age 18 or more. Therefore, if there is a will contest, the burden is on the person arguing that the testator lacked testamentary capacity, or a sound mind, to bring forth clear and compelling evidence showing the lack of capacity.

Pennsylvania law requires that a will must be in writing and must be signed by the testator at the end of the writing. Generally, an attorney prepares the document and is present to see that it is properly executed. However, a holographic will, one entirely in the handwriting of the testator and signed at the end thereof, is recognized in Pennsylvania.

Many states have specific requirements with respect to witnesses and executing the will. Pennsylvania is the only state which requires no witnesses at the time of execution, in most cases. However, after the testator has died, and the will is to be probated, or formally filed with the Register of Wills Office in the county where the testator lived, two persons who recognize the testator’s signature must appear and swear that the signature is, in fact, that of the testator.
If a testator is unable to sign his name for any reason, he may execute the will by making his mark and having another person sign the testator’s name in the testator’s presence and in the presence of two witnesses who sign their names to the will. A mark may consist of a cross, an “X”, a scratch or a scrawl, a dot, a dash or a flourish, provided it is affixed by the testator with the intent of executing the will by mark. It is unnecessary to read the instrument to the testator, or to have him read it, so long as he understands the content and knows that it is his will. If a testator is able to sign his name, the execution of the will may not be in the form of a signature by mark.

In Pennsylvania, a will is not filed with the Department of Court Records – Wills/Orphans’ Court Division until it is admitted for probate after the testator’s death. During the testator’s lifetime, the testator, or his attorney, typically holds the original will.

If a person owns real or personal property and dies without having first executed a will, the Pennsylvania intestacy laws control how, and to whom, the estate passes. The intestacy laws may not always call for distribution to the person or persons the decedent would like to benefit, therefore, you should consult with an attorney and sign a duly prepared will, in order to ensure that your wishes will be fulfilled after your death.

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**Public Assistance**

In spite of your best efforts, you fall on hard times: the job you thought was yours went to someone else, your savings have been spent, your bills are unpaid and there’s no food in the refrigerator. You hate to admit it, but you need some assistance.

Public assistance is available to those who need temporary help, something to get them back on their feet. It is offered in such forms as cash assistance, food stamps, Medicaid, aid to families with dependent children, etc. Your level of need is based on deductions and complex formulas. Some types of assistance may be available to you, even if you are employed. The only way to know what types of assistance you may be qualified to receive is to contact the Allegheny County Public Assistance Office (“ACPAO”) and schedule an appointment (more about that later).

Be advised, however, that welfare is no longer a way of life. It is a way of giving a “transitionally needy” person a boost in the right direction. The welfare system has undergone dramatic changes in the last five years and is expected to see even more changes in the near future. One recent radical change in welfare has been a shortening of the length of time a person can receive public assistance. As a result, families may no longer rely solely on public assistance.
Welfare recipients are encouraged to find employment and create more financial security for themselves and those who depend on them. But the County Public Assistance Office offers more than just encouragement; it provides job training and placement assistance as well. In fact, at this time, you must be enrolled in an ACPAO Employment Training Program (“ETP”) in order to receive cash assistance.

The goal of ACPAO is to help you become self-sufficient and no longer in need of assistance. Through the ETP, the Public Assistance Office, working with the Connelly Trade School, can provide education, appropriate clothing for interviews, and transportation to interviews or school, if necessary. If you obtain a job that requires certain clothing, ACPAO may provide such clothing as well. Also, if you are actively participating in an Employment Training Program, you may qualify for an additional six months of cash assistance.

If you believe you need public assistance, call the Allegheny County Public Assistance Office at (412) 565-3660. They will talk with you about your situation, tell you what information they need from you and direct you to the district office at which you need to apply. The entire application process takes approximately 2 to 3 hours if you bring all your information with you. Remember, it is important to call first so you know what information you will need to complete the application process in one trip.

When you need help during a difficult time, you should rely on a support network of family, friends and local church and community groups. Below is a list of local shelters and food banks ready to lend a helping hand. Turn to places like these if you find yourself in need. We hope you never do. Remember, a high school diploma is a big step in the right direction.

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Assistance Agencies

General

**Helpline:** 412-255-1155–directs callers to appropriate agencies or organizations concerning a wide range of problems.

**Guide to Human Services:** Blue Pages of the Bell of Pennsylvania Telephone Directory Lists agencies and organizations by subject matter.

**Bureau of Hunger and Housing Services:** 412-350-4031

**Bureau of Outreach and Prevention Services:** 412-350-3319
Domestic Abuse Hotlines, Shelters and Safe Home Networks

Volunteers Against Abuse: 412-776-6790
Crisis Center North: 412-487-4700
Alle Kiski Area Hope Center (Women): 412-224-1100

Emergency Shelters

-Downtown-

Bethlehem Haven (Women): Fifth Avenue Commons, 905 Watson Street, Pittsburgh, PA 15219; 412-391-1348

Salvation Army (Families): 424 Third Avenue; 412-394-4817

Whales Tale Runaway Youth Outreach Center (Persons under 21): 1601 Fifth Avenue; 412-471-6160 or 412-621-8407

Wood Street Commons (Men & Women over 21): 301 Third Avenue; 412-765-2532 or 412-765-2534

-Uptown-

Womanspace East (Women & Children): 412-765-2661

-East End-

Women’s Center and Shelter (Women & Children): 412-687-8005

East Side Community Collaborative (providing housing and emergency shelter for families): 7119 Hamilton Avenue, Pittsburgh, PA 15208; 412-244-5144

-East Liberty-

East End Cooperative Ministry (Men): East Liberty Presbyterian Church, 250 North Highland Avenue, Pittsburgh, PA 15206; 412-361-5549

Trinity House (Men & Women): 7081 Lemington Avenue; 412-362-1022 or 412-731-1099

-Hill District-

Centre Avenue YMCA (Men): 2621 Centre Avenue; 412-621-1762

St. Joseph’s Shelter (Men): 2851 Bedford Avenue; 412-683-2198 (night), 412-471-0666 (day)

-North Side-

Light of Life Ministries (Men): 10-12 E. North Avenue, Pittsburgh, PA 15212; 412-258-6100

Pleasant Valley Shelter (Men): 160 Brighton Road; 412-321-4272 (8 p.m.-8 a.m.), 412-323-1163 (Mon., Tues., Wed. 9 a.m.-5 p.m.)

Northside Common Ministries (Emergency housing and shelter for single men): P.O. Box 99861, Pittsburgh, PA 15233; 412-323-1163
McKeesport

**Womansplace (Women & Children):** 412-678-4616

**YMCA of McKeesport (Men & Women over 18):** 523 Sinclair Street; 412-664-9168

**YWCA of McKeesport (Women & Children):** 410 Ninth Avenue; 412-664-7146

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Emergency Food (all meals free of charge)

**St. Mary of Mercy (Red Door):** 107 Boulevard of the Allies, Pittsburgh, PA 15206; 412-261-0110; Monday through Friday, 8:00 a.m.-4:00 p.m.

**Jubilee Kitchen:** 2005 Wyandotte Street, Lunch: 7 days per week, 11:00 a.m.-1:00 p.m.

**Harbor Light Center:** 865 W. North Avenue, Dinner: Monday through Friday, 5:00 p.m.-5:30 p.m.; Lunch: Sunday after 10:45; Chapel Dinner: Sunday 5:00 p.m.

**Light of Life Rescue Mission:** 10 E. North Avenue; Breakfast: 7 days per week 7:30 a.m.; Lunch: Saturday and Sunday 12:30 p.m.; Dinner: Monday through Friday 5:30 p.m.

**Salvation Army Drop-In:** 100 W. North Avenue; Lunch: Monday, Wednesday, Friday 12:00 noon

**Allegheny United Methodist Church:** 114 W. North Avenue; Lunch: Tuesday and Thursday 12:00 Noon; Dinner: Sunday 4:00 p.m.

**Metropolitan Baptist Church:** 22 Sampsonia Street; Lunch: Friday 12:30 p.m.

**The Intersection:** 117 Seventh Avenue (McKeesport); Breakfast/Lunch: Tuesday, Wednesday, Thursday 10:00-11:00 a.m.

**Methodist Union of Social Agencies:** 131 East Ninth Avenue (Homestead); Dinner: Tuesday and Thursday 4:00 p.m.

**Rainbow Kitchen:** 135 East Ninth Avenue Homestead, PA 15120; 412-464-1892; Lunch: 7 days per week 12:00 noon.

**Samaritan Ministry Soup Kitchen:** 2 Whitfield Street; Lunch: Monday through Friday 11:30 a.m.

**Holy Trinity Church of Pittsburgh:** 7081 Lemington Avenue; Lunch: Monday through Friday 11:00 a.m.-2:00 p.m.

**Hunger Services Network:** 204 37th Street, Pittsburgh PA 15201; Service hours: Monday-Friday 9:30 a.m.-4:30 p.m.

**Salvation Army:** East Liberty 6017 Broad Street, Pittsburgh PA 15206; Service hours: Monday-Friday 9:45 a.m.-3 p.m.

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Gay, Lesbian, Bisexual and Transgender Youth Services

**Gay and Lesbian Community Center:** 4905 Fifth Avenue, Pittsburgh PA 15213; 412-422-0114; [http://glccpgh.org](http://glccpgh.org)
Health

**Adagio Health (formerly Family Health Counsel):** 412-288-2130; www.adagiohealth.org

**Allegheny County Health Department (can assist with Health and Dental):**
412-247-7950; www.achd.net

Housing

**Allegheny County Housing Authority:** 412-456-5030/412-456-5048; www.hacp.org

**Pittsburgh Fair Housing:** 412-391-2535; www.pittsburghfairhousing.org

**Urban League:** 412-227-4164; www.ulpgh.org

Legal Services

**Neighborhood Legal Services Association:** 412-255-6700; represents low-income people on a limited number of civil matters. Special projects of NLSA include the Indigent Divorce Program, the Elderly Law Project, and the Child Advocacy Project.

**Legal Aid Society:** 412-431-4930; represents low-income people on a range of civil matters; pursues cases referred by NLSA through its Volunteer Project and, through its Child Advocacy Unit, represents children in dependency proceedings in Juvenile Court.

**Public Defenders’ Office:** 542 Forbes Avenue, Room 400, Pittsburgh PA 15219; 412-350-2401; Represents low-income defendants in criminal matters.

**Legal Resources for Women:** 412-391-5100, ext. 253 or 256; provides legal counseling, lawyer referral, and education on legal subjects; a program of the YWCA of Greater Pittsburgh.

**Allegheny County Bar Association Lawyer Referral Service:** 412-261-5555

**Women’s Law Project of Western Pennsylvania:** 401 Wood Street, Suite 1020, Pittsburgh, PA 15222; 412-281-2892

Non-Emergency Clothing/Furniture and Food

**The Brashear Association, Inc.:** 2005 Sarah Street, Operation Hours: 9:00 a.m. to 5:00 p.m.; 412-431-2236; provides food assistance through its food pantries. Pantries are located at the Brashear Center, 2005 Sarah Street and the Henry Kaufmann Neighborhood House, 2201 Salisbury Street. All participants must be low-income. Other restrictions which deal with community residence are waived for obvious reasons. Service is limited to once per month unless emergency circumstances occur.

**Goodwill Industries of Pittsburgh:** 2600 E. Carson Street, Pittsburgh; Operation Hours: 8:00 am. to 4:00 p.m.; Breakfast: 7:00 a.m. to 8:00 a.m.; Lunch: 10:45 a.m. to 12:00 noon; 412-481-9005

**Jubilee Association:** 2005 Wyandotte, Pittsburgh; Operation Hours: Monday
through Friday 9:30 a.m. to 4:00 p.m., Saturday and Sunday 9:30 a.m. to 1:00 p.m.; 412-261-5417 or 412-261-1535; provides a walk-in soup kitchen, day center for the homeless (showers, laundry, recreation), job placement, job readiness (12 week course) and food club. There are no eligibility requirements for most of these services. To receive food from the food clubs, you must live within the designated geographical area of the food club and qualify economically.

Methodist Union of Social Agencies: 1800 West Street, Homestead, PA 15120; 412-461-1800; meal program is provided free of charge at 4:00 p.m on Tuesdays and Thursdays; clothing is available on Wednesdays; to qualify for services you must be hungry, unemployed, needy or homeless. Registration is usually not required.

Rainbow Kitchen Community Center: 144 E. 8th Avenue, Homestead; Operation Hours: 9:00 a.m. to 5:00 p.m.; Lunch: 12:00 noon to 1:00 p.m.; 412-464-1892; provides a food pantry that is open every Thursday, 2:00 p.m. to 4:00 p.m. Emergency food is also provided. There are no criteria to receive hot meals or clothing. Social Security ID or Medicaid/PA ID required for food pantry. No ID required for emergency.

St. Vincent DePaul Society, Council Of Pittsburgh: 1917 Brownsville Road, Pittsburgh, PA; Operation Hours: Monday through Friday 8:00 a.m. to 4:00 p.m.; 412-885-1000; provides used furniture and clothing to the needy. All items are purchased. Referral through local churches in the area is required.

South Hills Interfaith Ministries: 5301 Park Avenue, Bethel Park, PA 15102; 412-854-9120; Operation Hours: Monday through Friday 9:00 a.m. to 5:00 p.m.; provides direct human needs services for person from south bank of Monongahela River to Donaldsons Crossroads (McMurray), from McDonald to the Monongahela River.

YWCA of McKeesport: 410 9th Avenue, McKeesport; Operation Hours: Monday through Friday 9:00 a.m. to 5:00 p.m.; 412-664-7146; soup kitchen operates five (5) days a month—generally Mondays. Shelter accepts women, women with children, and families. Eligibility is based on need.

Other

American Red Cross: 225 Boulevard of the Allies, Pittsburgh; Allegheny County Chapter Operation Hours: 8:30 a.m. to 4:45 p.m.; 412-263-3100

Alcoholics Anonymous and Narcotics Anonymous: Alcoholics Anonymous 412-471-7472; Narcotics Anonymous 412-391-5257; (Phone for locations)

Lifeline of Southwest Pennsylvania: Department L. 713 Investment Building, 239 Fourth Avenue, Pittsburgh; Operation Hours: Vary (call for appointment); 412-562-0700; 24-hour hotline, free pregnancy tests, maternity and baby clothes, cribs, education, professional referrals.

National Council of Jewish Women: 1913 Monongahela Avenue, Pittsburgh, PA 15218; 412-271-3274; Provides community services, day care for elderly, juvenile assistance. Provides baby sitting and play area.
Neighborhood Centers Association: 816 Tripoli Street, Pittsburgh, PA 15212; Operation Hours: Monday through Friday 9:00 a.m. to 5:00 p.m.; 412-322-4174; Provides general counseling, emergency food vouchers, energy assistance.

Onala: 1625 W. Carson Street, Pittsburgh; Operation Hours: Call 412-391-3794; Provides support and guidance for recovering people.

The Program For Female Offenders, Inc.: 1835 Forbes Avenue, Pittsburgh, PA 15219; Operation Hours: 9:00 a.m. to 4:30 p.m.; 412-281-7380; Provides various services to female offenders in areas of counseling, vocational training and job placement.

Government Regulatory Agencies
The following government agencies provide information and receive and act upon complaints filed by citizens:


Public Utilities Commission: 301 5th Avenue, No. 220, Pittsburgh, PA 15222; 412-565-3550

Insurance Commission: 412-565-5020

Equal Employment Opportunities Commission: 1000 Liberty Avenue, Suite 1112, Pittsburgh, PA 15222; 800-669-4000

Pennsylvania Human Relations Commission: 412-565-5395

Pittsburgh Human Relations Commission: 412-55-2600; The PHRC assists with job-related problems and discrimination because of your race, color, sex, religion, national origin or non-work-related handicap.

United Stated Department of Labor, Wage/Hour Division: 412-644-2996

Pennsylvania Department of Labor and Industry: 412-395-4996; If you ever disagree with your employer about the amount you believe he should pay you, or if he fails to pay you, the Pennsylvania Department of Labor and Industry and the United States Department of Labor, Wage-Hour Division can help you. These agencies ensure that wage laws are enforced.

State Department of Banking: 412-565-5087

Department of Banking Consumer Hotline: 1-800-722-2657

Welfare Hotline: 1-800-692-7462
Employment Sources

*Allegheny Intermediate Unit - Career Dynamics:* 412-394-5702; www.aiu3.net

*Allegheny Intermediate Unit - Job Training Programs:* 412-201-2033

*America’s Promise:* 412-397-3674; www.americaspromise.org

*Black Contractor’s Association:* 412-247-3001

*Bidwell Training Center:* 412-323-4000; www.bidwell-training.org

*Career and Workforce Development Association:* 412-241-2811 (Eastern city neighborhoods only)

*CareerLink:* www.pacareerlink.state.pa.us

*Garfield Jubilee Association:* 412-665-5204; www.volunteersolutions.org (business technology instruction)

*Sarah Heinz House:* 412-231-2377; www.sarahheinzhouse.org

*Job Corps:* 1-800-473-5837; www.pittsburgh.jobcorp.org

*Three Rivers Employment Services/STRIVE:* 412-323-0100

*Urban Youth Action:* 412-391-7807

*Youth Build:* 412-824-2444; www.youthbuild.org (locations in Homewood/Brushton and East Hills)

*Youth Works:* 412-281-6629; www.youthworksinc.org

Residential Matters

Many laws protect the rights of borough, township and city tenants and other residents. These laws set out specific duties of landlords and land owners. If you live in a borough or township, the person to contact if you have a complaint is the zoning or code enforcement officer of the borough or township where the residential property is located.

Getting Stuck (and Un-stuck)

**Small Claims Court**

All of you are familiar with “Judge Judy.” The plaintiff complains, the defendant explains, and Judge Judy decides the case based upon the law and whose version of the truth she most believes. In each case, if the plaintiff wins, the judge orders the defendant to pay a certain amount of money to the plaintiff, or to do something or stop doing something. If the defendant wins, the plaintiff gets nothing or, occasionally, the plaintiff must pay money to the defendant.
Where can you turn if you have a complaint against another person or business and cannot get on “Judge Judy”? In Allegheny County and throughout Pennsylvania, a system of district courts makes up the small claims court system which, in many respects, functions just like “Judge Judy.” There are over 50 district courts in Allegheny County, each presided over by a district justice, an elected official who lives within the district, whose office can resolve small claims of $8,000 or less. District justices handle all types of civil (noncriminal) matters like negligence and property damage claims, contract claims or collection of money due to you, all in a relatively informal atmosphere.

Do you have a complaint like the plaintiffs on “Judge Judy”? If so, and you cannot resolve it yourself, go to the appropriate district justice office and file a complaint. (You do not need an attorney, but you may want to consult with an attorney before proceeding.) To determine the proper office, simply contact your local district justice. (Look in the blue pages of your telephone directory under “Government Offices County” for telephone numbers and addresses.) You may also call the Administrative Office at 412-350-5485 or go to:

www.alleghenycourts.us/district_justices/default.asp

Once you locate the appropriate district justice office, go there with the details of your claim, including any relevant documents, and the district justice or his staff will help you process your complaint. You must know the defendant’s name and current mailing address, the amount you claim from the defendant, and the date, time and place of the transaction or occurrence resulting in your claim. The cost for filing is generally between $30 and $50. When your complaint is filed, the district justice will schedule a date for a “hearing” to be held between 12 and 60 days in the future. If possible, the defendant will be notified of your complaint and of the time and date set for the hearing. The defendant may respond to such a complaint by filing his own complaint for any claim he may have against you, the plaintiff, at least five days before the hearing date.

At the hearing, the district justice will listen to your complaint, and the defendant will have a chance to respond. Each of you may bring witnesses to testify and, if necessary, they may be forced to attend the hearing by a district justice “subpoena.” Either at the hearing, or within five days of it, the district justice will render a decision called a judgment in favor of either the plaintiff, or the defendant. This judgment is final and binding upon both parties unless either party appeals it within 30 days to the Court of Common Pleas. Once again, your district justice office can assist you in appealing an unfavorable decision, or you can ask an attorney for help in determining whether and how to appeal. If you win a favorable decision and your opponent does not file an appeal, the district justice office can assist you with the collection of any money awarded to you, including recovery of the costs you incurred in obtaining the judgment.

Should the judgment be appealed, you, as the party having brought the suit, must generally file a new complaint within 20 days of the date you receive the notice of
appeal. This new complaint must be filed with the Allegheny County Department of Court Records, Civil/Family Division, in the City-County Building on Grant Street in downtown Pittsburgh. The clerks there will assist you to some extent, but at this point it is best to consult an attorney since the proceedings are now more formal and failure to comply with procedures may result in the case being dismissed.

If an appeal is filed, or if you bring suit for $25,000 or less, the case will be heard by a panel of three attorneys known as “arbitrators”. The arbitration hearing will generally be held within 4 to 6 months of the commencement of the case appeal. Again, if you are faced with an arbitration, please consult an attorney to assist you. Any lawsuit is a serious matter. Before you sue another person, always try to work out any dispute you have personally. However, if you cannot, small claims court does offer a dispute resolution process which is relatively informal and inexpensive and which does not require the assistance of an attorney.

Parking Tickets and Other Traffic Citations

Parking tickets and other traffic citations should be taken seriously. The municipal authority, through the officer issuing the ticket or citation, means business. Anyone over 16 charged with a violation of the motor vehicle code which constitutes a summary offense will be prosecuted as an adult.

Failure to respond as requested can result in a criminal citation, the need to spend time in court, or the wheel-lock device known as the “Boot” for scofflaws. A parking ticket is not a traffic citation. Many parking cases are resolved without the need for any criminal proceedings. However, if you fail to respond as requested on a parking ticket, a criminal proceeding may be initiated against you.

Parking tickets and traffic citations state the response that is required from you. Usually, it is payment to the local government unit of a specified fine by a particular deadline. Often, a courtesy box is available for the payment of very minor offenses such as parking meter violations. If you do not disagree with the ticket or citation, pay the requested fine by the deadline. If you believe that the ticket or citation was issued without a firm basis, still pay the requested fine, but plead not guilty and request a hearing before the appropriate court officer. In the City of Pittsburgh parking tickets that are issued by City of Pittsburgh Parking Authority Officers are adjudicated through the Pittsburgh Parking Authority’s Parking Court, 240 Fourth Avenue, (Downtown) Pittsburgh, PA 15222. Citations (which are legally distinct from Parking Tickets) are adjudicated through the Pittsburgh Municipal Courts on First Avenue. In areas outside the city, the District Justice will be the applicable court officer.

You will be sent a notice with a specific date and time for a hearing. If photographs of the scene or diagrams will help explain your position, bring them with you to the hearing. Usually, the officer issuing the ticket or citation will be present at the hearing. After each side presents its case, the judge or district justice will make a ruling. The violation will be either upheld or dismissed.
The penalties involved for motor vehicle violations range from a fine of $25.00 for some summary offenses to felony charges. Repeated violations involve heavy fines and penalties. For example, a second or subsequent violation of certain provisions of the motor vehicle code involving licensing requirements, driving while your operating privilege is suspended or revoked, racing on a highway, fleeing or attempting to elude a police officer, or driving without lights to avoid identification or arrest, can impose a fine of not less than $200.00 nor more than $1,000.00 or subject you to imprisonment for not more than 6 months or both. Parking offenses, summary offenses, misdemeanors, and felonies can affect your checkbook and your liberty. If a fine is imposed which you are unable to pay, the court is authorized by state statute to arrange an installment payment schedule upon proof of your financial situation.

It must be noted that all vehicles parked on any public street in the Commonwealth of Pennsylvania must possess a valid license, a valid plate that is assigned to the vehicle, a current registration sticker, current inspection (and in certain counties such as Allegheny an emissions inspection sticker, as well). All vehicle identification numbers (“VINs”) (on your front dash under inspection sticker) must be visible. Failure to have a current registration, plate, inspection, and an ascertainable VIN on your vehicle can be grounds for it to be towed. You will be charged the cost of towing and impoundment and you may lose legal title to your vehicle, if you do not act quickly to retrieve it. You can also be issued a citation for parking such a vehicle on the public street. Recent changes to the Motor Vehicle Code allow that vehicles that have any one of: a plate, registration or inspections that is out of date for more than ninety (90) days to be towed immediately from any public street within the political boundaries of the City of Pittsburgh without the requirement that you be notified in advance. Don’t incur unnecessary towing and impounding expenses or risk losing title to your car. Keep your license, registration and inspections up-to-date. Make sure that nothing on your dash obstructs an officer’s view of your VIN.

The Pennsylvania Rules of the Road are designed to protect the drivers and pedestrians in this Commonwealth. Since a driver’s license is truly an operating privilege, following traffic rules and regulations is an important part of accepting responsibility for the privilege.

**Personal Injuries and Property Damage**

When you become 18 and leave high school, your activities as a worker, student, and driver, and your contacts with other people, will increase dramatically. Naturally, each of these activities and contacts involves some risk of harm to you or others. In order to minimize this risk, everyone has a legal duty to exercise reasonable care to avoid harm to other people and their property.

Unfortunately, accidents do happen. As you drive your car on a crowded highway or work as an employee in a factory, you may be injured, your property may be damaged, or both. If your injuries are the result of someone else’s failure to exercise reasonable care toward you, including if you are in an auto accident with a drunk
First, do not delay. If you are involved in an accident, your right to assert your claims against any responsible party is usually limited to two years (it may be a longer or shorter period) from the date of the accident. If your claim is against a governmental unit, you have only six months to take action. Therefore, if you are injured or your property is damaged, you should exercise your legal rights as soon as possible. Also, if you are involved in an automobile accident, let your insurance representative or your employer know right away, preferably in writing. If you do not let your insurance representative know right away, then your insurance company may deny coverage of your accident. Also, when involved in an accident call the police and be sure to get the other driver’s name, insurance information, vehicle make and model and license number. If you feel that you have been injured in an accident it is important to seek treatment with the appropriate medical professionals as soon as possible.

The decision to try to recover your damages (usually in the form of money) from another individual or legal entity (known as a party) through a lawsuit should not be undertaken lightly. Generally, it’s best to consult an attorney who will listen to your story and guide you through the process of deciding whether, where, when, and whom to sue. Once you decide to initiate a lawsuit, you and your attorney will work closely together. First, your attorney will “evaluate” your claim by examining your accident report (if available) medical bills, records, reports and any other information (for example, an automobile appraisal or wage loss statement from your employer) relevant to your claim. When you have determined the approximate dollar value of your claim, your attorney will contact the person who caused the damage, the defendant (or, if the defendant has insurance, the insurance company’s “claim adjustor”) and demand that amount of money from the defendant. If the defendant (or his insurance company) agrees to pay that amount, then your claim has been settled without the necessity of a lawsuit, and you will receive your money.

More often than not, you will have to file a lawsuit against the defendant. Your attorney will prepare a formal complaint (with your assistance), and this complaint will be delivered to the courthouse for filing with the Court Clerk (who is officially known as the Prothonotary). A copy of the complaint is “served upon” (delivered to) the defendant, who must then file his response to your complaint with the Prothonotary.

Before your case “goes to trial,” both you and the defendant (or defendants) will have an opportunity to learn as much about the other party’s case as possible. This is accomplished through a process called “discovery,” during which each party asks questions of the other parties and/or witnesses. Documents concerning the case may be requested as well. In this manner, each party accumulates evidence to present to the court during a trial, if necessary. Many cases are settled during this phase of the civil litigation process. You have the right to a jury trial and if your case
cannot be settled, a trial will be held either before a judge and a jury, or before a judge sitting without a jury. If your lawsuit is for an amount less than $25,000, your case will first be heard by a panel of three arbitrators, who are usually attorneys.

At the trial, your attorney will present factual evidence to the judge (or a jury if you request a jury trial) to try to prove that the defendant should pay you for the damages you have suffered. The defendant’s attorney will also have an opportunity to present evidence to the judge and jury. If you were more negligent than the defendant, you can’t recover. Based upon the evidence presented and the applicable law, the jury (or judge, if there is no jury) will render a decision (called a “verdict”) in favor of either you, or the defendant. Both parties will then have a period of time during which they can “appeal” the verdict. If no appeal is filed, the verdict becomes final and is known as a “judgment.”

Once a judgment is entered in your favor on the court records, you must still collect it from the defendant or his insurance company if he has insurance. Many judgments are uncollectible because the defendant has no insurance and no money or property to satisfy the judgment.

**A Word about Legal Fees**

If you consult an attorney, make sure you understand how much and in what manner he expects to be paid for his services. Many attorneys will represent a person who has been injured under what is called a “contingent fee” agreement. Under this kind of arrangement, the attorney’s fee will be only a percentage of the amount you recover from any person liable for your injuries. The percentage may range from 20% to 50%, depending upon the nature of your case, the attorney involved and other factors. This means that if you do not recover anything from the defendant, the attorney will not receive a fee for his services. In any case you, the client, will be expected to pay all of the costs of your case, including filing fees, expert witness fees, and the costs of medical reports and records. Make sure you get your attorney’s fee agreement in writing.

**Worker’s Compensation**

If you are injured at work, whether and to what extent you can recover your damages is determined by the Pennsylvania Worker’s Compensation Law. Under this law, every employer is required to have Worker’s Compensation insurance. In general, if you are injured on the job, your employer’s insurance will pay all of your medical expenses, plus two-thirds of your “average weekly wage” (up to a specified maximum amount) if you are disabled and cannot work. You may also be entitled to compensation for loss or permanent loss of use of body parts or faculties (for example, hearing) or for permanent disfigurement. So long as your employer is insured and provides you with the benefits to which you are entitled under the Worker’s Compensation Law, you will be unable to recover any additional damages from your employer, even if he was at fault in causing your injuries.
If you are injured on the job, notify your employer immediately (or have someone do it for you) that you were injured on the job, and of the time, date, and place of your injury; then consult an attorney familiar with Worker’s Compensation law before you sign anything. If you are injured on the job, you only have 120 days to give your employer notice of your injury.

Criminal Offenses

The basic rules that have been set forth by our society include Criminal Statutes. The purpose of these laws is to provide rules and regulations. However, it is important to realize the seriousness of violating a Criminal Statute. While being late for class, or smoking in the rest room may get you a day in detention, violation of a criminal statute can subject you to fines or imprisonment. Also, you will then have a criminal record. Law enforcement agencies maintain these records, and they are available nationwide on a computer network. If you have a criminal record, you may be denied the opportunity to obtain certain jobs. Many government jobs require that you do not have a criminal record. Also, many jobs require that you obtain a security clearance. This may not be given if you have a criminal record.

Crimes are divided into three categories, based upon the seriousness of the crime. These categories are summary offenses (which are the “least” serious crimes), misdemeanors, and felonies. It is important to realize, however, that ALL CRIMES CARRY THE POSSIBILITY OF A FINE AND A JAIL TERM. Improperly using an air-rifle, for example, could subject you to a fine of $300 and a jail term of 90 days!

It is extremely important to realize the serious consequences of acts that may be intended only for fun. If you go running through a neighbor’s yard “partying”, you could be found guilty of disorderly conduct. If you shoplift a bracelet, or a bottle of pop, whether you “needed” it or on a dare from your friends, you could be found guilty of retail theft. In these situations, as in any situation with a crime, you can be sentenced to pay a fine, and spend time in jail. Also, for the rest of your life, you will have a criminal record. You may also be required to serve a period of probation. During that time, limitations can be placed on normal activities that you take for granted. For example, you may not be able to travel outside the county without the permission of your probation officer, and you may be required to contact the probation office on a weekly basis.

In the event that you are arrested, it is important for you to understand that you should not resist. Resisting arrest is a separate crime in itself. If you are arrested, you must be informed of your rights. You are not required to say anything. The Fifth Amendment to the Constitution gives you the right to remain silent. You also have the right to speak to your attorney. If you are unable to afford an attorney, one will
be appointed to represent you. You must understand that anything that you say
could later be used against you in court. The police also have the right to search you
if you are placed under arrest. They may seize any items that are in plain view, or
may search your possessions if they have reason (“probable cause”) to do so, or
have a search warrant.

Sometimes, as a result of anger, or as a result of a desire to just “have fun”, the fact
that something is a crime is easily forgotten. You should not forget this! The
seriousness of criminal offenses is a lesson that you do not want to learn.

If you are under 18 years of age when arrested, do not believe that you will only
receive a slap on the wrist for violating the law. Courts are getting tougher about
certain juvenile crimes, especially violent crimes, crimes committed with a gun, and
crimes that involve drugs or alcohol. Even though you are a juvenile, the District
Attorney, based upon the facts of your crime, may seek to have you tried as an
adult, for which a conviction may land you in an adult prison. This conviction may
become a part of your permanent adult record, a record you will have to live with
the rest of your life. Also, the payment of your debt to society may not end with your
release from prison. You may be required to repay the court for the cost of your
trial, and the victim(s) for any losses suffered because of the crime you committed.
Failure to pay may result in additional jail time.

If you are arrested as a juvenile, you will encounter slightly different treatment than
that received by your adult counterparts. The attorney appointed to represent you
will be called a “child advocate.” While incarcerated, you may also have a guardian
appointed to make decisions and provide the type of assistance you might
otherwise receive from your family. The records of your criminal case will not be
made a matter of public record unless the judge orders the release of those records.
Finally, in addition to losing your freedom, you may lose the right to live with your
family if the court believes your interests would be better served if you lived in a
facility that cares for delinquent youth.

While there are certainly some distinctions between adult and juvenile court the
procedures for processing criminal cases through the court system are essentially
the same. As a juvenile, you can expect to receive the same constitutional protections
as adult criminals. The stages an accused offender can expect to encounter are
set forth below.

There are eight steps which take place when a person is accused of breaking the
law. Hopefully, you will never experience this process but if you do, this is a summary
of what you can expect to experience:

(1) Arrest. Can happen at any time there is good reason to believe you broke the law.

(2) Arraignment. Takes place within a day or two of your arrest. You will be informed
of the charges against you and the amount of bond you will have to post to stay
out of jail pending final resolution of this process.
(3) Preliminary Hearing. Occurs within 3 to 10 days of the arrest. The magistrate determines whether there is sufficient evidence against you to hold you over for trial.

(4) Pre-Trial Screening. You and your attorney are not present. The prosecutor reviews the facts and decides whether to drop, reduce or increase the charges based upon the evidence.

(5) Formal Arraignment. You are formally informed of the charges against you and given a date for the pre-trial conference.

(6) Pre-Trial Conference. You must tell the court whether you plead guilty, not guilty, or nolo contendre (“no contest”) to the charges against you. If you plead not guilty, you must decide whether you wish to have a bench trial (judge only) or jury trial. If you and your attorney have reached an agreement with the prosecutor concerning the charges against you and/or the sentence you will receive, you may wish to plead guilty under the terms of the plea bargain. (You can plead guilty at any time before a judge or jury renders a verdict.) If you do so, you will be asked to sign a colloquy which is a series of questions designed to make sure that you understand your rights and that you may be waiving certain of those rights.

(7) Trial. Must be held within 180 days of your arrest unless you give up your right to a speedy trial. If you choose to have a jury trial, the jury will be selected by the prosecutor and your attorney. At trial, both sides have an opportunity to present and cross-examine witnesses.

(8) Verdict/Final Resolution. The final stage in the process. If you are found not guilty, or acquitted, then you will be free to go back to your life but the arrest will remain on your criminal record. If you are found guilty, then the judge will decide how much time you spend in jail and how much money in fines you will pay. If there was a plea bargain, the prosecutor will suggest a sentence to the judge but the judge is free to issue a sentence that he or she thinks is best.

Possible sentences can include any combination of the following or all of the following: jail time, probation, costs to prosecute, fines, and/or payment of losses or injuries of the victim(s). The judge decides which prison you will go to but if the sentence is for two or more years then you may be sent away to any one of the many state facilities across Pennsylvania.

ARD, or Accelerated Rehabilitative Disposition, is like probation. It is only available if this was the first time you got in trouble with the law and if the charge was a misdemeanor. You will have to pay fines, court costs, and restitution but if you stay in the program without getting into any more trouble, then you will avoid spending time in jail and eventually your criminal record will be cleared.
Alcohol and Drugs

It is common for students to be offered a chance to have some booze, or experiment with a drug. The prevalence of alcohol and drugs, and the general failure to recognize the complications of these substances, has led our lawmakers to treat the use of drugs and alcohol in a very serious fashion. As you have studied in class and heard in the news, there is a serious concern for the abuse of alcohol and drugs. The laws related to the use of alcohol and drugs are very serious. For example, a minor who is caught with alcohol can lose his or her driver’s license, just for being caught with alcohol.

It is illegal to possess drugs, even if they are for your own use. Also, it is illegal for a minor to possess alcohol. While you may believe that there is nothing wrong with having a few beers or smoking a joint, these acts are crimes, and can lead to fines and imprisonment!

Driving Under the Influence

One of the most common ways that people get “stuck” is by operating a vehicle while under the influence of alcohol or drugs. This is a criminal offense, which can lead to a wide variety of penalties. You can be required to pay a fine, undergo evaluation and treatment and be imprisoned. Even the very first offense for drunk driving, or driving under the influence of drugs, carries with it a sentence of 48 hours in jail. (Subsequent offenses can lead to a period of imprisonment of up to one year!) When you also add in the court costs that are imposed upon you, the fact that you have a criminal record, and the difficulty that you will have by not being able to drive, the consequences of this crime are very expensive.

Many people think that they can drink alcohol and still be able to drive. Someone at a party may brag that they are still able to operate a vehicle, and that they show no ill effects from alcohol. However, you may be convicted of drunk driving either based upon your inability to safely operate a vehicle, or based upon the presence of alcohol to a degree of less than one-tenth of one percent (.08%) blood alcohol content. Additionally, the presence of any drugs in your system may be sufficient to convict you of driving under the influence of a controlled substance (a drug).

If a police officer stops you while you are driving, the officer has the right to have you tested for the presence of alcohol or drugs. If you refuse to submit to this test, it is an automatic one-year suspension of your driver’s license. Also, remember that the police officer does not need the result of this test to prosecute you for driving under the influence. The decisions of our courts show that the police officer can present testimony that he or she detected an odor of alcohol on your breath, that you stumbled getting out of the car, that you had slurred speech, etc. If anyone tells you that you will be OK if you do not submit to the breathalyzer or blood test, don’t you believe it! The tests are not necessary to convict you for driving under the influence, and the failure to submit to these tests will lead to an automatic one-year suspension of your license.

If arrested, remember that you have the right to not say anything. However, you should not attempt to resist arrest, or argue or fight with the police. You have the
right to speak with an attorney, and to have an attorney present while you are being questioned. You also have an opportunity to contact a family member, or someone else, so that you can tell them where you are. If arrested you may be held in jail, but you will also have an opportunity to post “bail”. This is an amount of money or some form of property that will serve as a guarantee that you will be present for court proceedings. Remember that you do have the right to go to trial, and that you are presumed to be innocent until proven guilty.

Making It Work

Voting

Did you know that our senators, governors, and mayors get their authority from you, the voter? When you vote, you select a leader and authorize that person to use the power of his political office for you. The federal and state constitutions guarantee your right to vote when you become 18 years of age.

But age alone doesn’t make you eligible to vote. During the month before the election, you must have been a United States citizen and have lived in your Pennsylvania voting district. Before those 30 days begin to run, you must register to vote (unless you are in the military).

You can register to vote by appearing personally at the Voter Registration Office in the county courthouse, post office, and other public buildings. Sometimes, you can even register to vote when you renew your driver’s license. When you first register, you must select the political party of which you wish to be a member so that you can help to choose which candidates from that party will run in the general election.

How do you know where to vote? If the County Board of Elections approves your registration, it will send you a voter’s identification card telling you where to vote. Where you vote depends upon where you live. The building is called a polling place, or simply, the polls.

Take your voter’s registration identification card to the polls between 7 a.m. and 8 p.m. on Election Day. After signing your name on a voter’s certificate, the election official will compare that signature to the signature contained in the voting district register. If they match, the official will let you vote.

If the voting district does not have you listed on their voter list, you can vote on a provisional ballot. A provisional ballot is used to record a vote when there is some question regarding a voter’s eligibility.
You have the right to vote by provisional ballot if:

- Even though you are properly registered and eligible to vote in the election district, your name does not appear on the district register (poll book) and Election Officials cannot determine your registration status.
- You do not have an approved form of identification the first time you appear to vote in an election district (this is required regardless of whether your name appears on the general register).
- An Election Official asserts that you are not eligible to vote. (In a primary election, this includes voters who claim to be registered for a particular political party, but the district register indicates they are registered as a member of another political party.)

You are required to vote by provisional ballot if:

- You are voting as a result of a federal or state court order.
- You are voting as a result of an order extending the time established for closing the polls by state law that is in effect 10 days before an election.

County Election Officials will examine the provisional ballots within seven days after an election to determine whether you were entitled to vote in the election at the election district where you voted. How will you know if your provisional ballot was counted? Within seven days after the election, the County Board of Elections will examine your provisional ballot to determine if it is valid. After this seven-day period, you can find out if your provisional ballot was counted, partially counted or not counted. If your provisional ballot was not counted, you will be told why it was not counted.

What happens if you register but cannot appear at the polls on Election Day? If you don’t do anything, your vote is lost. If you timely apply for an absentee ballot, you can vote by mail. Absentee ballots are the solution for people confined by illness or disability, and for college students or servicemen who want to vote but cannot get to the polls in their voting districts. After the County Board of Elections receives your written request for an absentee ballot application, it will send one to you. You must submit your application no more than 50 days before the election. If the application is approved, you will receive an official absentee ballot no later than 5 p.m. on the Tuesday before the election. Make sure you apply for your absentee ballot in plenty of time because state law requires you to mark your choices and return it to the County Board of Elections by 5 p.m. on the Friday before Election Day.

You must apply for an absentee ballot before each election. The spring primary election and fall general election are considered separate for absentee ballot purposes, although the fall candidates are determined in the spring of the same year.

Finally, please remember that your registration will lapse if you move out of the election district where you have already voted, change your political party
membership, or fail to vote during the preceding two years. Be sure to reregister by mail or in person and vote!

**Selective Service Registration**

Did you know that federal law requires all men to register with the Selective Service Administration upon turning 18? The registration law permits the Selective Service Administration to maintain records on all men eligible for military duty in case a "draft" becomes necessary, although at present, there is no draft. Women aren’t required to register.

To register, go to a United States post office and request a Selective Service registration form. You simply fill in your name, address, Social Security number and birth-date and return the form to a postal employee. Until you are 26 years old, you must let the Selective Service Administration know of any change in your name or address (permanent or mailing) within 10 days of such change.

If you fail to register, you may be imprisoned for up to five years and fined up to $10,000. You may also be denied federal financial aid for college. When you apply for such aid, you must state whether you have registered. You can become eligible for federal financial aid once you register, even if you register late.

To start a national draft, Congress must pass another law. If that happens, certain men could be excused from military duty (those studying to be ministers, those with disabilities, and those whose families would suffer extreme hardship by the military service). Even if you fit into one of these categories, you must register. The Selective Service Administration will not consider a claim for exemption unless a draft is in effect.

Even conscientious objectors must register, although they could be excused from combat duty in the event of a draft. A conscientious objector is someone who opposes war in any form, based on sincere moral, ethical or religious beliefs. Should a draft be instituted and you desire to be classified as a conscientious objector, you should contact your minister, priest, rabbi or the Central Committee for Conscientious Objectors in Philadelphia. When a draft has been in effect in the past, conscientious objectors have been required to perform some public service in place of combat duty.

**Income Taxation**

Did you know that most high school seniors may be required to file a federal income tax return if they have earned as little as $500 income in the past calendar tax year. If you have earned and unearned income of that amount or more, you should determine whether you must file a return (form 1040 series) by April 15th of the next calendar year. Your burden of reporting income and, in many cases, paying taxes depends upon your income during a taxable year, not upon your age.

What is your income? Income is earnings, wages, interest on savings or debts owed to you, tips and other valuable property you earn. If you get paid in TV sets, the
market value of the sets is income to you. But income doesn’t include the value of property you receive as a gift.

In preparing your return, you may discover that the Internal Revenue Service (IRS) owes you money! Your employer will most likely have withheld money from your pay and given it to the IRS. The IRS will refund the amounts given by your employer in excess of what the employer had to withhold from your pay only if you file a return.

How do you know the amount withheld? By January 31st of the year following each tax year, your employer must give you a paper called a W-2 form. It will state the amount of money withheld from your pay for federal income taxes, Social Security benefits, and state and local taxes. Compare that amount to the amount you owe to determine whether you get a refund or must pay more to the IRS. You’ll find the amount you owe in a table of numbers listing taxable income that comes with your return. If a booklet containing a blank return, tables and instructions is not mailed to your home, you can get one from the post office, federal building or public library.

Your employer withholds money for the IRS to ensure that the IRS will be paid the amount you owe. What happens when you are self-employed as a carpenter or a beautician? You pay quarterly to the IRS amounts of money estimated to be owed as income tax. In addition, you may have to pay federal self-employment tax. This tax is based upon your earned income, and the federal government sets it aside for your Social Security benefits.

You may also be entitled to a refund of amounts withheld by your employer on account of Pennsylvania income taxes. That refund, or the amount you owe in excess of the amount withheld, is the difference between the amount withheld and a certain percentage of your taxable income.

Before you file any return, add up all your sources of income. Ask your parents about interest income earned by you on accounts they might have started for you. Ask your employer if he or she has withheld tax monies for you. Call the IRS, toll free, at 1-800-424-1040 if you have special questions.