

Conversations with Your Client & Building Expectations Part 2



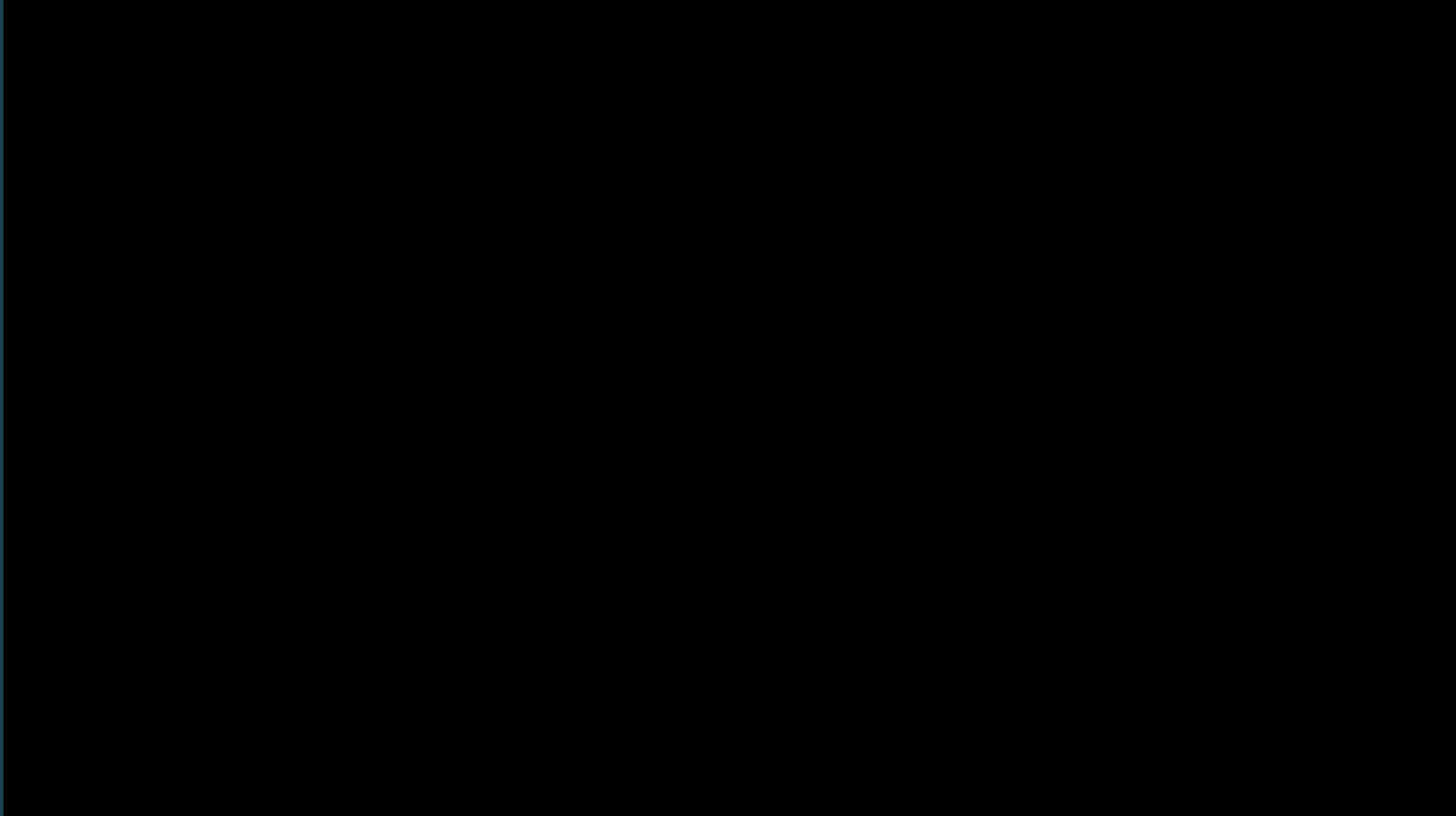
**Louisiana Center
for Children's Rights**

Take Away

Strategies and techniques to have effective client communication that empowers clients to make decisions and understand collateral consequences



- Decisions you help your client make
- Collateral consequences to juvenile adjudications





Scope of Representation

- **Rule 1.2 Scope of Representation**
- (a) A lawyer shall abide by a client's decisions concerning the objectives of representation, subject to paragraphs (c), (d) and (e), and shall consult with the client as to the means by which they are to be pursued. A lawyer shall abide by a client's decision whether to accept an offer of settlement of a matter. In a criminal case, a lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.



General Disclosure from Youth Court

- § 43-21-261. Disclosure of records in general



Sex Offender Registration

- § 45-33-25. Registration of sex offenders on probation; information required; residence restrictions; exceptions
- § 45-33-47. Petition for relief from duty to register; grounds; lifetime registration



Education

- School records when reenter
 - Credit transfer to and from a juvenile facility
- School Discipline issues; witnesses
- Missing school
- The Common Application for college asks specifically about adjudications – while clarifying that if the conviction is ordered sealed or expunged the applicant does not need to answer yes.



Housing

- Public housing/
federally subsidized
housing (Section 8)

Basic Rental Agreement

I. Parties:

This lease entered into this _____ day of _____, _____, between _____, landlord, of _____
pasture owner _____ *address*

hereafter known as “the landlord,” and _____, tenant, of _____
livestock owner _____
address

II. Property Description

The landlord hereby leases to the tenant, to occupy and use for pasture purposes, the following described property:

consisting of approximately _____ acres situated in _____

County (Counties), _____ (State), and on any other land that the landlord may designate by mutual written agreement.

III. General Terms of Lease

A. Term (select one option).

1.) **Annual lease.** The term of this lease shall be _____, commence on the _____ day of _____, and end on the _____ day of _____.

B. Review of lease. A request for general review of the lease may be made by either party at least _____ days prior to the final date for giving notice to terminate the lease.

C. Amendments. Amendments and alterations to this lease shall be in writing and shall be signed by both the landlord and tenant.

Immigration

- Know client's legal status
- Try to consult with an immigration lawyer for any non-citizen client
 - <https://www.immigrantdefenseproject.org/>





Benefits

- Does your client receive supplemental security income (SSI)?

Employment

What protections do clients have?

Professional goals of your client?

How can you help them to respond to questions about their adjudication history?

... conviction(s), regardless of when they occurred.

... applicants are not required to disclose marijuana possession related

...ve you ever been CONVICTED of a MISDEMEANOR?

...ve you ever been CONVICTED of a FELONY?

...ve you ever been convicted of workers' compensation t

...all convictions. Attach additional sheet if necessary.

...se: _____

...ion: _____



What's Next

- Sealing?
 - Discretionary : in the State and Child's best interest.
 - Eligibility : at least 20 years old
 - Youth court dismissed the cause OR Youth court sets aside adjudication
 - No definition as to effect
- Destruction
 - Discretionary
 - Physical destruction
 - Requires approval from the dir. Of the dept of archives and history
 - No definition as to effect



Remember

- Talk with your client
- If you don't know ...
 - RESEARCH
 - ASK OTHERS
- Really even if you do, worth checking.

Questions?

THANK YOU!