Where To Vote
You must vote in the precinct where you live. A list of precinct polling places and a sample ballot are printed in local newspapers before each election. You can call your county auditor to find out when the list of precinct polling places and sample ballots will be printed. Your county auditor can tell you where you go to vote.

Absentee Ballots
Any registered voter may, subject to the provisions below, vote absentee at any election by applying to your commissioner for an absentee ballot. Iowa's provisions that allow you to vote absentee are these:

1. When you expect that on Election Day, you will be absent from your precinct during the time period in which the polls are open;

2. When, through illness or physical disability, you expect to be prevented from going to the polls and voting on Election Day; and/or

3. When you expect to be unable to go to the polls and vote on Election Day.

You may apply for an absentee ballot on any day, except Election Day, and not more than seventy days prior to the date of the election. The application for an absentee ballot shall contain the address where you are qualified to vote, the date of the election in which you wish to vote and any other information necessary to properly complete your absentee ballot. Upon receiving the application for an absentee ballot, the commissioner shall mail an absentee ballot within 24 hours. The voter shall then return the ballot in a sealed envelope. In order to be counted the absentee ballot must be postmarked not later than the day before the election and received by the commissioner not later than noon on the Monday following the election.

Mandatory Return
Please keep in mind that if you apply for an absentee ballot you must return it and cast your vote in the manner provided. If you willfully refuse or neglect to return your ballot you will have committed a simple misdemeanor.

Powers of Attorney
A person who has been designated to have power of attorney by a registered voter does not have the authority to request or to cast an absentee ballot on behalf of the registered voter.
The registration form will ask you to complete the following information:

1. Name of applicant;
2. Residence address;
3. Date of birth;
4. Sex;
5. Date of registration;
6. Ward, precinct, and school district (the registration official will assist you with this information);
7. Name given on last registration;
8. Party affiliation;
9. Certification that you are a citizen of the United States and are eligible to vote;
10. Social Security number;
11. Signature of applicant; and
12. Telephone number.

You must register to vote ten days before a general or primary election and eleven days before all other elections. Once you register your registration will last until one of the following occur:

1. You fail to vote at least once in the last preceding four calendar years;
2. You register in another place;
3. You are convicted of a felony;
4. You have been found legally incompetent by a court, you are severely or profoundly mentally retarded or you are under a guardianship or conservatorship; and/or
5. You send written notice to cancel your registration.
it is federal law that when a man turns 18 years of age, he must go to the post office and register for the draft.

**Voluntary Service**

Of course, any person who is an adult citizen may voluntarily sign up for military service. If you chose to do so, you should be aware of the serious commitment that you are making. Your decision to enlist may be difficult or even impossible to change once made, and there are serious consequences to simply leaving military service without permission.

**Benefits Of Service**

If you decide to enter the military service or you are called to serve during a draft, you should make yourself aware of the many benefits that go along with successful military service. You may, as a veteran, be entitled to assistance in paying for school, in applying for home mortgage loans, medical care, and you may be entitled to a preference in hiring for some government jobs after you are discharged from service.

For more detailed information, you should contact your local armed services recruiting office. You may also want to speak with friends or relatives who have served or are serving in the military in order to get a complete picture of what military service is like. Like other duties of an adult citizen, military service can be demanding but it also carries with it certain benefits.

**VOTING AND ELECTIONS**

If you have any questions about voting, please feel free to contact the Secretary of State’s office at 1-888-SOS-VOTE, TDD 1-515-281-5781, or visit [http://www.sos.state.ia.us](http://www.sos.state.ia.us).

**Requirements**

You may register to vote in Iowa if you are eighteen years of age or you are six months shy of your eighteenth birthday. You may register to vote by personally submitting a completed voter registration form to the commissioner of registration or a deputy commissioner in your county. If you are six months shy of your eighteenth birthday then the registration official will maintain your registration until you reach the age of eighteen. The commissioner of registration designates registration places throughout your city and county. Check with your local county clerk, auditor, or board of supervisor’s to find out where you should register. Prior to an election there should be a registration place at the county courthouse. Registration officials may also visit your high school or university. Within five days after you register, you should receive a receipt of registration in the mail.
grace periods where you do not need to make payments. Watch out, however, because interest usually does accrue during these periods.

**Defaulting On A Loan**
First, the lender will probably call the note, meaning that the full remainder of the unpaid portion of the loan becomes due. If you cannot pay, the lender may repossess the collateral, meaning they come and take it from you. They will then sell the collateral to get their money back. If the proceeds of the sale exceed the amount owed, the remainder will be given back to you, less any expenses the lender incurred in repossessing. If the proceeds do not cover the amount owed (and most of the time they do not), the lender can bring legal action against you, or any cosigner, for repayment. With a court judgment, they are able to garnish your wages to recover the debt.

**Get It In Writing**
If you are borrowing money from a family member or friend, or if you are loaning money to a family member or friend, *get it in writing*. A written document is one of the most important things you can have if there is a problem. The document should state who is loaning the money, who is receiving the money, how much money, and when the money is to be paid back. If interest is also part of the loan, the rate of interest should be noted. The parties involved in the loan should both sign and date the document. For extra protection, you may wish to have the signatures occur before a notary public.

If you end up in court, a written document will be the best evidence to help you with your side of the case. If you make or receive payments on a loan, be sure to keep track of them and document your account with check receipts, bank statements, or even a piece of paper showing the dates and amounts that were paid. If a payment is made in cash, make sure that the lender issues a receipt, preferably signed by the lender, to the borrower. Cash should not leave the borrower’s hand if a receipt is not going to be issued. If the lender refuses to issue a receipt, then the lender should be paid with a money order, cashiers check, check, or any method of payment that can be tracked and documented. When the entire amount of the loan has been paid, the person who borrowed the money should ask for a signed, written release showing that everything has been paid in full. If the terms of the loan change, the parties should put it in writing. BOTH parties should have a copy or original written agreement for their records.

**Military Service**

**Selective Service**
Although no one is being called into the military service at the time,

**Alcohol and Drugs**
The law pertaining to the sale and possession of alcoholic beverages is fairly
simple. You may not "sell, give, or otherwise supply" alcohol, liquor, or wine to any person you know to be under the age of twenty-one. Additionally, you may not "sell, give, or otherwise supply" alcohol, liquor, or wine to a person you have reasonable cause to believe is under the age or twenty-one.

If you are under the age of eighteen you may not "individually or jointly" have alcohol, wine, or beer in your possession. If you are under the age of eighteen and are discovered by the police to be in the possession of such beverages, you may be referred to the juvenile court, and the matter may be reported to your parents or guardian.

If you are between the ages of eighteen and twenty, you may not "possess or purchase" alcohol, wine, or beer. However, if you are under the age of twenty-one, you may be given alcoholic beverages in the privacy of your home by your parent or guardian.

If you are an adult - other than a liquor licensee or permittee - and you violate these laws, the following penalties are imposed. The first offense is a "scheduled offense" and can result in a fine. A second or subsequent offense is a simple misdemeanor and can result in a fine or a jail sentence of up to 30 days.

Operating While Under The Influence (OWI)

OWI is driving while under the influence (also known as DWI) of alcohol, a drug, a controlled substance, or a combination of those substances. If you have a blood alcohol concentration of .08 or above or the presence of a controlled substance in your system, you can be found guilty of OWI. A first offense can result in up to one year in jail and a $1,000 fine. If you are charged with OWI within 12 years of your first offense, you could face up to 2 years in prison and a $2,500 fine. A third offense is a felony and can result in 5 years prison and a $5,000 fine. A conviction for a third offense will also result in your driver’s license being revoked for 6 years. A drunk driving offense may also cost you your car’s registration.

"Operating" a vehicle does not necessarily mean that a person is driving. Even if the vehicle is parked with the ignition on, a person can still be charged with OWI.

Test Failure

A police officer can request a breath, urine, or blood sample to test for alcohol, drugs, or controlled substances. A test result that is over .08 or shows the presence of a controlled substance is considered a test failure and will result in a 6-month driver’s license revocation for a first offense. A second or subsequent test failure in 12 years will result in a one-year driver’s license revocation. You may be eligible for a temporary restricted license to drive to work and school. You can contact the Department of Transportation to find out what you must do to obtain a temporary license.

PROMISSORY NOTES AND LOANS

A promissory note is a written agreement to pay back, at determined intervals in the future, a certain amount of money. The lender, or bearer of the money, is known as the creditor, and the person borrowing the money is known as the debtor.

Whenever money is given as a loan (such as from a bank, for example), a promissory note will be used. A promissory note could be used for money given for student loans (educational loans), car loans, or even personal loans.

Collateral

Collateral is anything that has value and that can be used to secure the note or ensure that, if you do not make the payments, the lender or promissor will get something of value to cover the loan. Usually, banks want the value of the collateral to be at least as much as the loan itself. This protects the lender from defaults (see below) on the loan. Many times, such as if you buy a car for instance, the car itself can be the collateral of the loan. If the money is given for buying a home, the security interest is usually called a mortgage note.

Cosigner

Many times, a bank will ask that someone else come in and sign the note with you. These people are called cosigners, and by signing, they state that they will also be fully responsible for payments made on the loan. This means that if you do not make your payments, the bank has someone else they can look to in getting their money back. Usually, cosigners are necessary for people with bad credit, or for those who do not have much credit established.

Default

Defaulting is failing to make a payment within the specified time, as determined by your repayment schedule. This not only affects your credit rating, but it can cause the lender to foreclose on the loan (also called "calling the note"), which means that the lender can order that the money be paid back in full right away. In other words, defaulting is very bad and is something that you definitely do not want to do.

Missing A Payment

Most importantly, you should tell the lender. Many times, they will give you an extension of time, or maybe even allow you to miss a payment or two. They are not obligated to do so, but being honest and up front with your lender will save you a lot of time and hassle. Remember, they want to help you because they want their money back. Often times, such as in the case of student loans, a forbearance or deferment will be allowed, especially in times of financial hardship. These are
1. Traditional support that is paid for as long as a spouse cannot be self-supporting;

2. Rehabilitative support that supports a dependent spouse while he or she obtains education or training; and

3. Reimbursement support that recognizes financial sacrifices made by one spouse to enhance the earning capacity of the other spouse.

A court can award any or all types of support at the same time.

**Child Custody And Child Support**
When a marriage is dissolved, the parties are generally granted joint legal custody of their children. This means that parents have equal rights and responsibilities with respect to such issues as the child’s legal status, education, activities, religious instruction, and medical care.

**Physical Care**
Joint physical care occurs when both parents provide a home for the children and the parents share physical care of the children. If one parent is awarded sole physical care of the children, the court will likely order primary physical care to one parent and liberal visitation rights to the other parent.

**Amount Of Child Support**
Both parents are responsible for providing support to the children in a divorce. If you are the custodial parent, you are presumed to meet your support requirement by providing the children’s primary home. If you are the non-custodial parent, Iowa has child support guidelines that take into account factors such as the number of children and the income level of the parent paying support. In rare and special circumstances, the court can use an amount other than the guideline amount. The court can also order one parent to maintain health insurance for the children.

**Change Of Circumstances**
The amount of child support you owe can change as circumstances such as the number of minor children being supported and your income level change.

**Test Refusal**
It is your right to refuse a test offered by the police; however, there will be consequences. Test refusal on a first offense will result in a one-year revocation of your license, and test refusal on a second or subsequent test within 12 years will result in a two-year revocation.

**Drug Possession**
A conviction for possession of a controlled substance (including marijuana, methamphetamines, cocaine, and even prescription drugs for which you do not have a prescription) can have very serious consequences. You can be charged with drug possession for having as little as a couple of seeds or the residue of marijuana. A first offense can result in up to one year in jail and a $250 fine. Your driver’s license will also be revoked for 180 days. Furthermore, under federal law, you will never be eligible for federal student financial aid if you are convicted of drug possession, including marijuana. Subsequent offenses will result in more severe punishment.

**Transportation of Alcohol**
A driver on a public street cannot have an open or unsealed bottle of alcohol in the passenger area (the area designated to seat the driver and passengers). An open or unsealed bottle may be transported in the trunk of a car or behind the last upright seat in a vehicle without a trunk.

**Defective Motor Vehicles (Lemon Law)**
Purchasing a new car is a major consumer transaction for all of us, and a defective motor vehicle undoubtedly creates a hardship for the buyer. Fortunately, Iowa has a "Lemon Law" which is designed to resolve consumer motor vehicle warranty complaints within a specified period of time.

At the time a car is purchased, the manufacturer must provide to the consumer a written statement of the consumer’s rights and obligations under the "Lemon Law." The manufacturer has three chances to repair a defective car, or they may be notified to make a final attempt and, if unsuccessful, replace the car or refund the purchase price.

Manufacturers are also required to maintain informal dispute settlement programs to handle consumer complaints which occur during the first two years or 24,000 miles after purchase. It is important that you read and understand this information when you purchase a car, and you are encouraged to contact the Iowa Attorney General’s office for more information about this law.
**Before Buying, SAVES**

You have to remember some sellers, including dealers, may not know the whole history of a vehicle or, worse yet, may try to scam you. One of the best ways you can protect yourself from buying a lemon is not to take the seller’s word as the whole truth. Especially in the case of a private-party purchase of a used car, which is usually sold in an “as is” condition with no warranty other than possibly a continuing factory warranty, the following SAVES guidelines will help you purchase a safe car with confidence.

**S – Second Opinion**

Getting a second opinion from an unbiased, experienced mechanic you know and trust is an absolute must when buying a car. By spending a small amount of money on a mechanic’s inspection prior to purchasing, you can save a lot of money, time, and annoyance in the long run. If the seller permits the independent inspection, make sure your mechanic not only inspects under the hood but also uses the lift to inspect under the vehicle, where a lot of problems are apt to hide. Once you have the vehicle inspected and have the mechanic print out a detailed report, you will have more of an idea of the vehicle’s condition and, subsequently, its worth. **Important note**: if the seller doesn’t want to relinquish possession of the vehicle, offer to make an appointment for the two of you to meet with your chosen mechanic for the independent inspection of the vehicle. If the seller responds to your amended request with criticism, persuasion against, or outright refusal, walk away from the sale.

**A – Analyze History**

If you are still interested in the vehicle once the vehicle’s actual current condition has been evaluated, you should analyze the vehicle’s history for any hidden problems. You should check the vehicle’s VIN (Vehicle Identification Number), a 17-digit number placed on all vehicles made from 1981 on. If all instances of the VIN (on a metal strip on the dashboard, inside the driver side door on a factory sticker, the passenger door, the trunk, the hood, and sometimes on the engine) are not identical, then the vehicle may be stolen, rebuilt, or junked. If all instances of the VIN are identical, you should then use the VIN to obtain a Vehicle History Report from a reputable source. This report may be able to tell you if the vehicle has hidden problems such as an unclean title, previous major damage, or odometer rollbacks. Again, you may need to purchase this report for a small fee, but it could save you money later on.

**V – Vehicle Worth**

Next, you can further assess the vehicle’s worth by checking its Kelly Blue Book valuation. Kelly Blue Books are available in actual book form or conveniently online at [http://www.kbb.com/](http://www.kbb.com/). This valuation will allow you to decide if the seller’s asking price is the fair market value, is a good bargain, or is over-inflated.

**Before Marriage, You Are Liable for Support and Debts**

Once married, you are liable for the support of your spouse and any children of the marriage. This duty may be enforced even when you and your spouse are living apart. Neither you nor your spouse is liable for the debts or liabilities the other incurred before marriage. However, you may very well be liable for debts incurred by your spouse during the marriage. Even if a dissolution decree holds you not liable for a debt, a creditor may still sue you because the creditor is not bound by the terms of a dissolution decree. You are not liable for the civil injuries committed by the spouse except in those situations where the partner would be jointly liable for the injury even if the marriage did not exist.

**Divorce**

Iowa has “no-fault” divorce (called dissolution). If you want to end your marriage, you must file a petition in court that alleges that there has been a breakdown in the marriage relationship such that the legitimate objects of marriage have been destroyed and there is no reasonable likelihood that the marriage can be preserved. The petition must also state that the person filing the petition has lived in Iowa for at least a year and must state the name of the county and the length of residence.

**After the Petition Is Filed**

If either party asks for conciliation, the judge will require the parties to participate in conciliation for 60 days. There is a 90-day waiting period before a dissolution decree can be granted. In limited circumstances, a court can waive the 90-day period. The judge can order the parties to attend mediation sessions to resolve disputed issues. If there are children, you and your spouse will be required to complete a Children in the Middle program.

**Temporary Orders**

The judge can enter temporary orders that are in effect while the dissolution is pending. The orders can provide for child support, child custody, and attorney’s fees.

**The Dissolution Decree**

The final dissolution decree entered by the court contains a statement that the marriage is dissolved. The decree also provides for child custody, child support, spousal support, and contains a property settlement. The former spouses forfeit all rights that are not specifically preserved in the decree. The parties become single and are free to remarry.

**Spousal Support**

Spousal support is also called alimony. Spousal support replaces support that would have been provided if the marriage had continued. Iowa recognizes three kinds of spousal support:
Marriage is described by the Marriage Code as a civil contract. Only those capable of entering a contract can enter into it.

**Age Requirements**

There are age requirements for marriage. If you are eighteen or older and you enter into a marriage with another individual over the age of eighteen, then your marriage is valid. If you enter into a marriage and claim to be eighteen, but you are not actually eighteen, your marriage is valid unless annulled by you before your eighteenth birthday. If you and your potential spouse are sixteen or seventeen, a marriage license may be issued to you if both your parents consent. If your parents are divorced, your custodial parent may consent. If one of your parents is deceased, your other parent may consent. If both of your parents are deceased, your legal guardian may consent. If neither your parents nor your guardian is available, a judge has the authority to consent to the marriage. If your parents withhold their consent to a marriage, the judge may overrule them and allow the marriage if the judge determines that the withholding of the consent is unreasonable.

**Prohibitions**

Individuals who are related to one another, such as parents, children, grandchildren, aunts, uncles, nieces, nephews, and first cousins may not marry. Also, a person who is currently married may not legally marry another person. Same-sex marriage is not recognized in Iowa.

**Names And Legitimacy**

Upon marriage, you or your spouse may take the name of the other. Alternatively, you or your spouse may take another surname agreeable to both of you. Marriage legitimizes the children born to you and your spouse even if the children were born prior to the marriage.

**Making It Official**

Marriages may be solemnized by a judge or a person ordained or designated as a leader of a religious faith.

**Common Law Marriage**

A common law marriage is a marriage that is deemed to exist despite the fact that a formal wedding never took place. You may have entered into a common law marriage when there is proof of intent to be married by both you and your common law spouse, you have continuously cohabitated (lived together) with your common law spouse, and you and your common law spouse have publicly declared that you are married. If you wish to prove that such a marriage exists, you have the burden of proving it. Such common law marriage must be dissolved by divorce.

**Obligations And Liabilities**

---

31

**E – Experience it**

Now that you know the truth about the vehicle’s condition, history, and worth, then the final, ultimate inspection is to take a test drive. When you go on a test drive, you should take your driver’s license, a friend to make notes during the test drive, and a test drive checklist, which you can obtain free from numerous online resources.

**S – Sold!**

Once you have a green light on all the steps listed above, you should feel comfortable in either walking away with no regrets or in opening your wallet and saying, “SOLD!” If the sale is then successfully negotiated, you should make sure that all Iowa Department of Transportation regulations have been satisfied (you can find these regulations online at [http://www.iamvd.com](http://www.iamvd.com)) and that you have insurance coverage before you put that key in your new vehicle for the first time.

**Insurance**

Financial liability coverage is required, and proof of this insurance coverage must be carried in the vehicle. It is a good idea for you to see an insurance agent about the cost of liability insurance before you buy a car, as this is a "hidden cost" of car ownership. Your insurance agent can best advise you as to the coverage that is most appropriate for your needs. If a driver is unable to provide proof of liability coverage, an officer has the wide discretion between issuing a warning to issuing a citation and impounding the vehicle.

The insurance coverage must include at least $20,000 of coverage for bodily injury to or death of one person in any one accident and $40,000 for bodily injury to or death of two or more persons in any one accident and $15,000 for property damage in any one accident. Although insurance rates are high for young people, you may be able to find discounts for good grades in school or having a good driving record.

**Accidents**

If you are driving a car and are involved in an accident, you have various responsibilities depending on what sort of injuries or damages result from the accident. If there is a death or personal injury, you must immediately report this to the police, sheriff, or highway patrol. If there is a death, personal injury, or property damage in excess of $500, you must file a written report of the accident within 72 hours to the Iowa Department of Transportation. The required accident report forms are available from law enforcement officers. As a practical matter, under these rules almost every accident should be reported. So, if you are uncertain, you should go ahead and report the accident, as there are penalties for not reporting when required.
Computers And The Internet

While there is no difference between the law offline and the law online, the internet creates a new context for existing laws. Cyberspace not only requires a redefinition of concepts that are already familiar in the brick and mortar world, but often challenges the law to respond to new ideas and situations.

Email

Email may feel like whispering, but it is more akin to yelling back and forth in an open field. Eavesdropping can occur at any point during the delivery of your messages. Even if you delete your mail, messages may remain on servers or backup devices for unlimited periods of time. If you are suspected of a crime, law enforcement officials can seize all your email. In certain situations, your Internet Service Provider (ISP) may also legally be able to look at the contents of your email.

At work, employers are not required to inform you if they monitor your email. Your boss has the legal right to review all email you send from work, even if you send it through a private account. Further, if your company is involved in a lawsuit, the opposing side has the legal right to inspect all your email. You have no reasonable expectation of privacy when it comes to email and instant messages sent while at work.

While encrypting your email messages offers some privacy, the best policy is to treat email as a public conversation you would not mind if your boss, law enforcement or anyone else overheard.

For more information, see the Electronic Privacy Information Center’s site at www.epic.org.

Spam

Internet “Spam” refers to unwanted email advertisements: not the cube of meat made and trademarked by Hormel. The term supposedly comes from a Monty Python skit about a restaurant where Spam™ was a pervasive ingredient, featured in every dish.

Spam itself is not illegal, but it is annoying and can sometimes carry viruses or be used for unlawful purposes. In 2003, Congress passed the CAN-SPAM Act, which regulates spam. The Act requires unsolicited email messages to include the sender’s real email address and a way to opt-out of receiving future email. Many consumer groups suggest you do not respond to spam, as that lets the sender know your email account is active. This could result in even more spam being sent to you.

Right To Discharge

You may discharge your lawyer at any time simply by informing him or her of your wishes. You should give your lawyer adequate notice that you will be changing lawyers because it may be necessary for that lawyer to ask the court for permission to withdraw. Even if you discharge your lawyer, you will still be obligated to pay for services performed on your behalf.

An Attorney’s Right To Withdraw

Most attorneys will ask their clients to sign an attorney-client agreement, setting forth billing information and an outline of what services the attorney will provide. If you fail to abide by the terms of your agreement, including making payment on your bill, an attorney can ask the court for permission to withdraw from representing you. Common situations when an attorney will ask to withdraw include:

1. Failure on the part of the client to cooperate in the production of documents or court appearances;
2. Dishonest acts by the client;
3. A breakdown in attorney-client communications;
4. The conclusion of litigation; and
5. A violation of an attorney-client agreement, which may include an agreement to pay legal fees.

You have the right to receive notice that your attorney has filed an application to withdraw. The court will usually set a hearing on the application to withdraw so that the client can fix the problem. However, once your attorney has withdrawn or has permission from the court to withdraw, he or she will no longer be involved in your case. You will be responsible for finding a new attorney and for complying with all court deadlines and court rules.

Marriage and Divorce

Marriage
be helpful to most individuals in selecting an attorney include the following:

1. Has the attorney handled matters like this one before?
2. Does the attorney specialize in the area of law you need help with? (e.g. Corporations, Contracts, Domestic, Criminal, etc.)
3. Is there a charge for first time consultation?
4. How much does the attorney charge per hour?
5. Will the attorney require a retainer payment before providing services?
6. How many hours does the attorney believe it would take to complete the task?
7. Does the attorney provide the client with a written contract or a letter confirming employment? If so, ask to see an example.
8. Can the attorney explain to you what to expect and what issues will be generally involved in your case?
9. Do you feel comfortable being open and honest with the attorney?
10. Do you believe the attorney will be open and honest with you about your case?

Client Rights
When you select a lawyer you are hiring someone to perform a service for you. Thus, you should be happy with the services provided. One of the most important aspects of the attorney/client relationship is communication. During your first visit with your lawyer, fees should be discussed. In many cases, your lawyer will ask you to sign an attorney fee contract which clearly states how much you will be charged per hour for work done on your case and how much you will be charged for expenses such as postage and faxes. An attorney fee contract is always a good idea.

You have the right to expect complete confidentiality regarding anything you say to your lawyer and your lawyer’s staff.

Professional Ethics And Conduct
If you have a problem with your lawyer the problem can often be resolved by discussing it directly with him or her. If direct discussion does not resolve your problem, or if you believe your lawyer has acted improperly or unethically, you may file a complaint with The Supreme Court.

The CAN-SPAM Act also provides for the creation of a “Do Not Spam” list. The government recently decided not to create such a list at the present time, as there is no way to ensure spammers would not use it as a resource for acquiring more email addresses.

The low cost of spam requires only the smallest response to generate income for the spammer, so spam is unlikely to abate anytime soon. But many ISPs, online email services and software companies offer filters to help control spam and prevent objectionable emails from becoming a main ingredient in your inbox.

For information on the Federal Trade Commission’s CAN-SPAM Act, the telephone Do Not Call List and more, see http://www.ftc.gov/spam/.

Phishing, Spyware, And Other Invasions
The unfortunate downside to all the benefits the internet offers are the hackers, thieves and con artists that are constantly coming up with new ways to damage your computer and steal your personal information. An understanding of what might be lurking out in cyberspace can help you choose the best types of firewall and virus protection software.

“Phishing” occurs when an email is sent that pretends to be from a legitimate business and tries to trick you into giving out private information that will be used for identity theft. The email will usually send you to a web site to “confirm” or re-enter your personal information. While the web site will often look like a legitimate site, its only purpose is to steal information.

“Spyware” is any software program that gathers information about you through your internet connection. Once spyware is on your computer, it can transfer information about your internet use, email addresses, passwords and credit card information. It utilizes your computer’s memory and system resources and can lead to instability or system crashes. Exposure to spyware can occur in many ways, including downloading certain programs, clicking on advertisements or responding to spam.

Spyware can monitor keystrokes, scan files on your hard drive, snoop on other applications (like instant messaging or word processors), install other spyware programs, change your default home page and read cookies. (A “cookie” is a small text file that allows the server to identify you and is often used to personalize web pages.) As it collects this information, the program will continuously send this information back to the spyware author who will either use it for advertising or sell the information to someone else.

Sometimes all the information collected by spyware is used for identity theft or fraud. It is extremely difficult to catch these thieves and people are often victims without even realizing it. You should check your credit report annually to ensure
there are no credit cards under your name that you did not request. You are legally entitled to one free credit report each year. Visit www.annualcreditreport.com to find out more and request a credit report.

Fraud and theft are illegal whether they occur online or off. As with all internet crimes, it can be difficult to catch perpetrators, as they do not even need to be in the same country as their victims. A good defense is the best protection, which includes installing reliable firewall, spyware and virus software, as well as being suspicious about requests for personal information through email or otherwise.


USA Patriot Act
The USA Patriot Act (Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism) was passed in response to the September 11 terrorist attacks to investigate and prevent further terrorism. The Act alters a number of existing laws, but the most relevant sections for internet users are those that deal with surveillance.

The Fourth Amendment of the U.S. Constitution protects you against “unreasonable searches and seizures.” This means law enforcement needs to show “probable cause” before undertaking a search of you, your environment or your property. Probable cause is deemed an objective standard, requiring that the facts would suggest to a “reasonable man” that it is likely that the person being searched has committed a crime. This standard protects your rights and your privacy.

The Patriot Act allows for searches that meet a lower standard of evidence. For example, a judge can grant investigators permission to access personal phone and internet records if they are “relevant for an on-going investigation.” This means you do not even need to be suspected of a crime for law enforcement to be able to view your records.

The Act also does not require officials to inform you of a search in advance if it might impede the investigation. Further, if a suspect uses a computer that is available to others, such as at work, in a library or in an internet café, law enforcement can install surveillance programs on the computer and monitor the computer and the internet use of anyone who uses the computer. The other people using the shared computer have no right to be notified of the surveillance.

Nobody would argue with the necessity of preventing future terrorist attacks. How we accomplish this task is a subject that demands we engage in an educated and informed discussion about how we envision our internet, our country and our

1. When a lawsuit is filed against you, or when you want to start a lawsuit.
2. When you have been arrested or charged with a crime.
3. When you are buying or selling real estate.
4. When you are seeking or being served with a divorce.
5. When you are pursuing an adoption.
6. When you are signing a lease or contract.
7. When you need to draft a will.
8. When you have been injured, either on the job, in an accident, or because of a defective product.

Selecting An Attorney
It is important to select an attorney that can help with the specific legal problem. Most lawyers practice in certain areas, and only take cases in their practice areas.

The Iowa State Bar Association can help you locate a lawyer in your area. Finding a lawyer can be as simple as asking friends, relatives or co-workers for the names of lawyers they have used. But in many instances, you may need help in locating the right kind of attorney in your area.

The Iowa State Bar Association Lawyer Referral Service can assist you in your search. The service can supply you the name or names of lawyers who are willing to consult and advise you at a discounted rate of no more than $25 for the first 30 minutes. If further legal services on your behalf are necessary, you may arrange for them at that time if you wish. Visit www.iowabar.org or telephone 1-800-532-1108 (in state) or 515-280-7429 (local or out of state).

An attorney that cannot help you may still be able to refer you to an attorney or law firm that does handle your type of legal matter. If you call a law office and learn they do not practice the type of law you need help with, ask them if they can recommend another firm.

The primary considerations in selecting an attorney should be whether you feel comfortable with the attorney and if you are confident that the attorney is competent in the particular field of expertise. Some of the questions below should
3. Be able to understand English in writing, speech, or sign language.
4. Be able to receive and evaluate information so that the person can perform the duties of a juror.

**Inability To Serve**
Possibly the single question most asked of lawyers about jury duty is "How do I get out of jury duty?" As the term indicates, jury service is a "duty" of an adult citizen, and in spite of the fact that many people dread the thought of serving on a jury, many people end up enjoying their service because of the interesting experiences they have and because it is a chance to see how the court system really works.

Nevertheless, there are some good reasons why a person cannot serve on a jury. The law recognizes the following as valid excuses for not serving:

1. A person is solely responsible for daily care of a permanently disabled person.
2. Jury service would be a hardship, inconvenience, or should be postponed out of public necessity. In these cases, a judge can excuse a prospective juror or postpone jury duty.

In deciding whether a person has good reason not to serve, the judge has the duty to exercise this authority strictly. If a person gives a false excuse for not being able to serve, the judge will find that person in contempt of court.

**Rights And Reimbursement**
Jury service is an adult responsibility. Your boss cannot fire you because of jury duty. As a juror you will receive $10.00 per day plus reimbursement for mileage expenses for going to and from the courthouse to your home.

The opportunity to participate in the justice system is an important responsibility that comes along with being an adult in our country. If you have the opportunity to serve as a juror, you should, if you are able, take advantage of the chance to see how the court system works and to play a part in seeing that justice is done.

**Shopping on the Internet**
The internet offers convenience and accessibility to shoppers, but there are steps you can take to make sure you receive the products you order and are not a victim of fraud.

When purchasing an item from online retailers that allow individuals to sell items through their sites, such as eBay or Amazon.com, be careful to use only the official websites. Do not respond to emails or “second-chance” auction offers that come from private email addresses, especially if they ask for personal information such as credit card numbers or passwords.

Buy from reputable retailers and be sure you only enter credit card numbers and other sensitive information on secure pages. You will sometimes see a “padlock” icon at the bottom of your screen and the address at the top of your browser will be preceded with “https.” This ensures the information you enter is encrypted. When in doubt, phone your information in, or purchase the item elsewhere. eBay, Amazon.com and other retailers have a vested interest in protecting their customers and appreciate reports of suspicious emails or sellers.

The Federal Trade Commission (FTC)'s Mail or Telephone Order Rule covers products you order by mail, telephone, Internet or fax. The Rule requires that goods you buy through these means must be shipped within the time the seller has advertised. If no time period is specified, the goods must be shipped within thirty days of your order.

If the items cannot be sent on time, you should be notified of any delay and told when to expect delivery. The seller must also offer to cancel your order and send a refund within one week if you choose not to wait. For more information, visit the American Bar Association’s site: [http://www.safeshopping.org/](http://www.safeshopping.org/) or the FTC’s site at: [http://www.ftc.gov/bcp/menu-internet.htm](http://www.ftc.gov/bcp/menu-internet.htm).

**Copyright And Trademark Infringement**
Copyrights and trademarks are known as “intellectual property.” Just as you cannot take books or other items from someone’s home, you cannot walk off with their work, regardless of where it may be located.

A copyright is a bundle of rights that exists in works that are creative or artistic, such as literary works, movies, musical works, sound recordings, paintings, photographs, choreography, software and industrial designs. The owners of these rights can control how their work is used for a limited time, as well as sell, license
or otherwise use the work to their benefit.

A trademark is a distinctive sign or symbol used by a business to identify itself and its products to consumers. Businesses invest a great deal of money into establishing and cultivating these marks and will go to great lengths to protect them from being used without permission or in a way that hurts their brand.

Many people think that music, artwork, text and photographs on the internet are unprotected by copyright. This is not true—just because the work is found on the web or does not have a copyright or trademark symbol on it does NOT mean it is unprotected or in the “public domain.” The only way to legally use a copyrighted work is to obtain permission from the copyright owner. Giving credit to the owner of the work (such as listing the name of the person who took a photograph) does not give you the necessary permission and you could still be sued for infringement.

The only exception to using copyright work without permission is known as “fair use.” Fair use allows the public to use portions of copyrighted materials for such things as criticism and commentary, news reporting, research and scholarship, nonprofit educational use and parody. However, whether a use is “fair” or not depends on a variety of factors, including how much of the work is used (using the entire work is not fair use) and is usually decided within the context of a lawsuit.

The safest path is to assume all material is protected by copyright or trademark unless you know for a fact it is not. If you reproduce copyrighted or trademarked work without permission, you can be sued for infringement by the copyright or trademark owner. Lawsuits are even more likely if you make money or cause the owner of the work to lose profits due to your infringing use. The recent lawsuits against individuals who downloaded music from the internet without paying for it are just one example of how copyright owners are protecting their work.

For more information, visit: www.copyright.gov.

**Consumer Rights**

**Credit And Credit Cards**

When you turn 18, it will seem as if you suddenly become very popular with credit card companies. You will probably receive two or three forms in the mail asking you to apply for a credit card. These credit cards may be from local department stores, general credit companies (such as Visa and MasterCard), or from oil

A tenant who does have a lease can be evicted from the premises if any of the above situations occur as well as when the tenant fails to comply with one or more provisions of the lease and fails to remedy the situation after a 30 day written notice from the landlord.

**Forcible Entry And Detainer**

Non-compliance with the lease or failure to maintain health and safety - The tenant must be given a 30 day written notice of the tenant's noncompliance with the lease and/or the tenant's failure to maintain health and safety. If the tenant can correct the non-compliance within that 30-day period then the landlord cannot terminate the tenancy. If the tenant does not correct the situation within the 30-day period then the landlord must give the tenant a three-day notice to quit before the landlord can terminate the tenancy.

**When Rent Is Unpaid**

If a tenant fails to pay their rent in a timely manner then a landlord must give the tenant written notice of the tenant’s failure to pay the rent. If after three days the tenant still has not paid the rent the landlord may begin termination proceedings.

**Consult An Attorney**

If your landlord has begun termination proceedings then you should contact an attorney to make sure that your rights are not being violated. If you cannot afford an attorney then contact your local Legal Services organization.

**Jury Duty**

The right to trial by jury is one of the most important guarantees of our freedom contained in the U. S. Constitution. However, this right would not mean very much without people who were willing to serve as jurors.

As an adult, you become part of the pool of potential jurors in the state and federal courts in your part of the state. Jury selection is done at random, from lists of registered voters, licensed drivers, utility customers, and so on. The goal is to make available to the courts a fair cross section of the area served by the court, so that any party going to court will receive a fair trial. In recent years, steps have been taken to help ensure that prospective jurors fairly represent the population with regard to racial and ethnic considerations.

**Qualifications**

To serve on a jury, a person must possess the following minimum qualifications:

1. Be 18 years old or older;
require that they do the following:

1. Comply with the requirements of applicable building and housing codes affecting health and safety.

2. Put and keep the premises in a fit and habitable condition.

3. Keep all common areas of the premises in a clean and safe condition.

4. Maintain in safe working order electrical, plumbing, heating and other facilities required to be supplied by the landlord.

5. Supply running water and reasonable heat at all times.

**Eviction**

A landlord can evict a tenant in the following circumstances:

1. When, with or without a lease, a tenant fails to pay the rent.

2. When there is a material non-compliance by the tenant with the rental agreement.

3. When there is non-compliance by the tenant which materially affects health and safety of other tenants.

A tenant who does not have a lease can be evicted from the premises in the following situations:

1. The tenant has failed to maintain the premises materially affecting the health and safety of others.

2. The tenant has failed to timely pay the rent.

3. The tenant through his/her actions has created a clear and present danger to the other tenants by doing one or more of the following:
   
   A. Physically assaulting or threatening to physically assault another individual on the premises.
   
   B. Possession and illegal use of firearms.
   
   C. Possessing controlled substance other than a prescription drug.

Although it is very exciting to receive these cards, you need to remember that they can easily get out of control. When you purchase something with a credit card, you must repay the credit card company. Unless you pay the credit card company within the grace period, you will usually have to pay interest. It is unfortunate, but many young adults owe thousands of dollars to credit card companies. If you receive a credit card and decide to use it, read the terms of the agreement very carefully. Different credit cards have different interest rates, which can make a considerable difference on your bill. Most companies will allow you to pay a minimum balance each month. These minimum balance payments are usually quite low. A combination of both low minimum balance payments and large interest payments could mean that a $100.00 item ends up costing you $150.00.

If you lose your credit card, you should immediately notify the credit card company. Additionally, you should never release your credit card number over the telephone unless you are sure that you are working with a reputable company.

**Credit Ratings**

A credit rating is a tool used to determine whether or not you have a history of promptly paying your bills. Credit bureaus are located throughout the state that accumulate credit information about you from people such as landlords, banks, credit unions, etc. If you make an arrangement with a credit card company to make payments on or before the 15th of each month and you skip a payment, chances are high that this missed payment will be reported to the credit bureau. The credit bureau will then apply this information to your credit rating for future reference.

If you are denied credit based upon your credit rating, it is required by law that you be sent a letter explaining why your credit was denied. The letter will also contain information advising you how to get a copy of your credit rating. You have the right to obtain your credit rating and challenge information that is on it.

A good credit rating is very important and should be taken very seriously. The best way to protect your credit rating is to make sure that you do not acquire excessive debt and that your payments are always on time.

**Bad Debts**

Many people make the mistake of living a "buy now - pay later" way of life. When they reach the maximum amount allowed on their credit cards and can no longer obtain loans from their bank, they are often on the brink of financial disaster. Careful money management will help you avoid this type of situation. However, if you do accrue multiple bad debts, there is help available.
Throughout the state of Iowa, there are organizations which offer professional money management advice and help you consolidate your debts to avoid bankruptcy. These services are usually offered for a very small fee or they may be entirely free. Agencies that provide this type of service are usually listed in the yellow pages under "Credit and Debt Counseling."

**Bankruptcy**

Bankruptcy is a proceeding under federal law by which a person may be released from paying his or her debts or can arrange for regular payments so that creditors are repaid. Any person can file for bankruptcy. It is not necessary for your debts to be greater than your assets to file bankruptcy.

Bankruptcy petitions are filed with the Clerk of the United States Bankruptcy Court. The clerk of court charges a filing fee to file a bankruptcy petition. If you file a petition in bankruptcy, most lawsuits and garnishments are automatically stopped. Your creditors have the right to ask you questions about your assets when you file a bankruptcy. A trustee will be appointed to evaluate your situation and pay your creditors.

Bankruptcy is a very serious matter that will affect your credit rating for the rest of your life. Your attorney should be consulted prior to the initiation of a bankruptcy.

**Banking**

It is a good idea to develop a relationship with a bank as soon as possible. This may be accomplished by opening a checking and/or savings account. Prior to opening an account, you should examine what each bank has to offer. Some banks offer free checking accounts while others require a minimum balance. Some banks may also offer you an ATM (Automatic Teller Machine) card along with your checking account.

Checking accounts are helpful when you are unable to pay for purchases in cash. When you sign a check, you are stating that you have that amount of money in your bank account. If you write a check for more money than you have in your bank account, you are committing a crime. Therefore, it is very important to keep track of the amount of each check and the amount in your account to avoid problems.

**Contracts**

A contract is an agreement between two or more parties to do something or not to do something. The agreement can be written or verbal.

**Defined**

Basically, a valid contract is an agreement that the legal system will enforce. The

**Moving Out**

Prior to moving out of an apartment, you should notify the landlord in writing of your new address. The landlord then has 30 days from the date of the termination of your tenancy and receipt of that mailing address to return to you a rental deposit or give you a written statement why your rental deposit or portions of it are not being returned to you. A landlord can hold part of your rental deposit for the following:

1. Past due rent that you are in default on;
2. The amount of money that it would take to restore the apartment to its condition at the commencement of the tenancy excluding ordinary wear and tear; and
3. Expenses incurred by a landlord when you do not surrender the premises in good faith.

If a landlord does not return your rental deposit or you disagree with the landlord’s statement of why portions were deducted from your rental deposit, then you should consult an attorney. That attorney can be privately retained or if you meet certain income guidelines, you can acquire an attorney from the Legal Services Corporation in your area.

**Tenant Obligations**

The tenant is obligated to:

1. Keep the premises and all heating, plumbing, and other facilities in clean and safe condition as the premises permit;
2. Not deliberately or negligently destroy, damage, remove a part of the premises or knowingly permit a person to do so; and
3. Act in a manner that will disturb a neighbor's peaceful enjoyment of the premises.

**Landlord Obligations**

A landlord may adopt rules for their tenants as long as they are for the purpose of convenience, safety or welfare of the tenants, and are applied to all tenants in a fair manner.

A landlord must call at least 24 hours in advance when they need access to the tenant's premises. Only in an emergency may a landlord enter a tenant's premises without 24 hours notice.

A landlord must maintain the premises in a fit and safe manner which would
periods. The advantage of a lease is that your landlord cannot tell you to move out of the leased premises within a six-month or one-year period unless you have specifically violated a provision of the lease or failed to pay your rent. The disadvantage of having a lease is that if you choose to move out early, before the lease period has expired, you may be required to pay the remaining months due on your lease. Often the landlord can get someone else to move into the apartment and this would release you from your obligation to pay the remaining months of the lease. If the landlord is not able to get somebody to take over your lease, you will be required to pay for those remaining months. If you sign a lease with roommates and one of your roommates moves out, you will be responsible for finding another roommate or making up the difference in the rent.

If you do not have a lease offered to you by the landlord, you become a tenant at will or month-to-month tenant. You are a tenant at will for only thirty-day periods. The advantage to being a tenant at will is that you are not under the constraints of fulfilling a year-long lease. Therefore, if you were a tenant at will and desired to leave a rental unit shortly after renting it, you would need to provide thirty days written notice that you were leaving the premises. The disadvantage of being a tenant at will is that a landlord is only required to give you thirty days notice that they desire you to leave the premises. Without a lease you do not have any way of binding the landlord to a rental agreement. However, as a tenant at will, the landlord is still bound by the obligations under the Uniform Residential Landlord and Tenant Law pertaining to tenants at will.

**Terms Of Leases**
A rental agreement may include such provisions as the amount of rent, terms of the agreement, and other rights and obligations of the landlord and tenant. A rental agreement may not include:

1. Tenant’s agreement to waive rights and remedies under the landlord and tenant law.
2. Tenant authorizing to confess judgment on a claim arising out of the rental agreement.
3. Tenant’s agreement to pay the other party’s attorney fees.
4. Agreement to indemnify the landlord for any liability or accidents that occur on the property.

**Rental Deposits**

**Moving In**
A landlord can only ask for a prepaid rental deposit that equals less than two months of rent.

---

legal system will enforce an agreement or contract if it is supported by "good and sufficient consideration." This means that in order for you to enforce a contract involving a promise made to you, you must show that you gave or promised something in exchange for that promise. A contract will not be enforced without this element of "consideration."

**Age Requirement**
You attain legal age for the purposes of being able to make a binding contract by turning eighteen years of age or by getting married. This does not mean that, if you are younger than eighteen, you can get out of a contract anytime you want simply because you were underage when you made it. The law says that if you are a minor, you are bound by your contracts unless you disaffirm the contracts within reasonable time after attaining majority, and restore to the other party all money or property received by you. You can’t always "disaffirm" or go back on your contract when you turn eighteen. The law states that you can’t "disaffirm" a contract on your eighteenth birthday if the other party had reason to believe you were capable of contracting by your engaging in an adult business, or by your having misrepresented your age.

**Bad Bargains**
If you are of legal age and mental capacity, you can make bad bargains as well as good ones without interference from the courts. The courts will enforce a bad deal. The courts will not enforce an "unconscionable" contract. This means that if you sold a life preserver to a drowning man for a million dollars you probably couldn’t rely on the court to enforce the deal at a later date.

**Criminal Proceedings**

Once you've turned 18 you will enter the world of adult criminal court. You can no longer be prosecuted as a juvenile delinquent under the Juvenile Code unless you have been waived back from adult court.

**Arrest**
You can be arrested if a peace officer has probable cause to believe that a crime has been committed and that you have committed it. A peace officer can make the arrest with or without a warrant.

When making an arrest, a peace officer must inform you of the following:

1. The intention to arrest.
2. The reason for the arrest.
3. That the person making the arrest is a peace officer.
4. The requirement that the arrested person must submit to the peace officer’s custody.

Resisting Arrest
If you knowingly resist or interfere with a peace officer acting within their lawful duty, you may be cited for resisting arrest, which is a separate criminal violation. If you resist arrest and cause bodily injury, you have committed a serious misdemeanor. If you resist arrest and cause serious injury or display a dangerous weapon, you have committed an aggravated misdemeanor.

In addition, though you cannot resist an arrest, a police officer may use force to prevent you from escaping from custody.

Right To Remain Silent
Under the Miranda rule, if you are put under custodial interrogation by a peace officer, then you must be informed that you have:

1. The right to remain silent;
2. Any statement you make may be used against you;
3. You have right to counsel; and
4. If you cannot afford an attorney, one will be appointed to represent you.

You do not have to be read your Miranda rights if you are not under custodial interrogation. For example, if you are stopped for a routine traffic stop you do not have to be read your Miranda rights. If you are confused about any of your rights, the best thing to do is request an attorney and remain silent until you speak with an attorney.

Right To An Attorney
The Sixth Amendment to the United States Constitution guarantees an accused person the right to the assistance of an attorney. If an accused person is determined to be indigent (too poor to afford an attorney), then an attorney will be appointed at the State's expense. However, only those persons charged with felonies and indictable misdemeanors will be appointed a court-appointed attorney. An accused person may waive their right to counsel if the waiver is voluntarily and intelligently made. Court appointed counsel is no longer free in Iowa. You must reimburse the State for the cost of your representation.

Initial Appearance
If you are arrested, then you must be brought before a magistrate or judge within 4 hours. At an initial appearance, you will be informed of your right to counsel and

The original living will must be given to your doctor. You are responsible for providing the living will to the doctor who has the primary responsibility for your care. This doctor is not necessarily your family doctor, although you may want to give a copy to your family doctor for his or her files. You should also tell your family that you have made a living will. Federal law now requires medical facilities to inform patients, before they are admitted, of the right to sign a health care power of attorney or a living will.

Terminal Condition Defined
Iowa law defines a terminal condition as an incurable or irreversible condition that without life-sustaining procedures, results in death within a relatively short period or a comatose state from which there can be no recovery, to a reasonable degree of medical certainty.

Your attending physician decides if your condition is terminal. Another doctor must confirm this determination. The conclusions must be included in your medical records.

“Life-Sustaining Procedure” Defined
Iowa law defines life-sustaining procedures as any medical procedure that meets these requirements:

1. Use of a mechanical or artificial means to sustain, restore, or replace spontaneous vital function AND
2. Which when applied to a patient in a terminal condition, would only serve to prolong the process of dying.

Revocation
You can revoke a living will at any time. To revoke a living will, you or someone acting on your behalf must inform your attending physician of your intent to revoke. The attending physician must then enter your intention into your medical record.

Living will forms are available to download at www.iowabar.org; however, you are advised to consult an attorney before completing a living will.

HOUSING

Leases
When you rent your first apartment, one of the first questions that you should ask is whether the landlord requires a lease. Leases are usually for six-month or one-year
**Defined**

A health care power of attorney allows you to designate the person of your choice, known as an attorney-in-fact, to make health and medical decisions on your behalf. The attorney-in-fact is allowed to make medical decisions without court supervision.

The attorney-in-fact can consent to health care treatment. The attorney-in-fact can also refuse medical treatment and can withdraw consent to previously administered health care treatment. Health care refers to any care, treatment, procedure, or treatment meant to diagnose or treat any physical or mental condition.

**Choosing An Attorney-in-Fact**

You can name any person you choose as your attorney-in-fact. Most people choose a spouse or other family member. It is a good idea to nominate an alternate in case your primary designee is unwilling or unable to perform the necessary duties. However, it is not recommended that you select two or more persons to act as co-attorneys-in-fact to avoid conflicts in decision-making.

**Revocation**

You can revoke a power of attorney at any time. You must communicate your intent to revoke to your attorney-in-fact either orally or in writing. If you are currently undergoing medical treatment, you should also inform your health care provider.

A living will makes your wishes regarding life-sustaining procedures known in writing. Your attorney-in-fact will carry out the stated wishes in your living will.

**Living Wills**

**Defined**

A living will is a written document telling doctors and hospitals that you do not want to have life-sustaining procedures performed if you become terminally ill and cannot be involved in the decision-making process if the life-sustaining procedures would only prolong the process of dying.

**Requirements**

Any competent adult over the age of 18 can make a living will. The living will can be made before or after diagnosis of a terminal illness.

The living will must be signed in front of two witnesses or a notary public. Witnesses should be over the age of 18 and if possible should not be relatives of the person making the living will. A health care provider or the employees of a health care provider cannot act as witnesses. The witnesses must also sign the living will.

**What To Do With Your Living Will**

**Domestic Abuse**

Domestic abuse is an assault that occurs within certain relationships defined by law. An assault is considered domestic abuse when:

**Bail**

At your initial appearance, the judge will set your bail or bond conditions. In setting your bond, the judge will consider:

1. Length of time in the community.
2. Whether you have property ties in the community.
3. Your employment.
4. Whether you have a past record of failing to appear.
5. Prior criminal record.

If you are not satisfied with the conditions of your bond, you can ask the court for a bond-reduction hearing.

**Preliminary Hearing**

At the initial appearance, you can either request or waive a preliminary hearing. If you request a formal preliminary hearing, then the State must prove that there is probable cause to believe that a crime was committed and that you committed it.

**Arraignment**

If you are charged with an indictable offense, then you must be arraigned either in open court or in writing. At an arraignment, you must enter one of three pleas:

1. Guilty.
2. Not guilty.
3. Former conviction or acquittal.
1. The assault is between family members or persons residing in the same household at the time of the assault;

2. The assault is between a divorced couple or separated spouses who do not live together at the time of the assault;

3. The assault is between persons who have a child together, whether or not the persons were ever married or ever lived together; or

4. The assault is between persons who resided together in the previous year and are not living together at the time of the assault.

**Petition For Relief**

You can file a petition for relief from domestic abuse with your local court. This petition is available from the clerk of court and is designed to be filed without the aid of an attorney.

**After The Petition Is Filed**

Once a petition is filed, the judge can, if necessary, enter a temporary order to protect the petitioner from abuse until a hearing can be held. A judge will always be on call to enter emergency orders, even on weekends. A full hearing on the petition will generally be held within 10 days of filing. After the hearing, the judge has the authority to order the abuse to stop, to order family counseling, or to order the abuser out of the family home and to keep away from the victims of the abuse. If you have children, the court can also order temporary custody to be with you or a spouse. The judge can also order that the other party pay you monetary support.

**Violations**

If any of the court’s orders are violated, the judge can hold the violator in contempt of court. The person held in contempt will be jailed. If the violation is a violation of a no-contact order, the violator must be jailed for seven consecutive days.

**Police Responsibilities**

If an officer has reason to believe domestic abuse has occurred, the officer must use all reasonable means to prevent further abuse, including remaining on the scene if necessary. Officers are to assist victims of domestic abuse in obtaining medical assistance. Officers must also provide victims with phone numbers for services such as shelters, safe houses, and crisis lines. A list of rights is to be provided to the victim.

If the officer cannot determine who the aggressor is, the officer may place both you and the family member under arrest. An abuser can be arrested without an arrest warrant if there is probable cause to believe a domestic assault occurred. The officer must arrest if a bodily injury has occurred or if an attempt to inflict a serious injury has occurred or if a dangerous weapon has been used. An officer is not

**Iowa Employers**

Iowa employers that are not large enough to be covered by COBRA (i.e., less than 20 employees) must provide terminated employees with a COBRA-like choice. Iowa law requires the continuation of accident and health insurance (not dental or vision) for the employee and any of his or her covered dependents, for up to 9 months after termination, as long as the employee pays the full premium on a timely basis. Like COBRA, Iowa law includes the right to convert your health insurance to a private, individual insurance plan at the end of the eligibility period.

Neither Iowa nor federal law requires that a terminated employee be given any option to continue or convert life insurance benefits.

**Employment Taxes**

If you are hired at $7.00 per hour and you work 40 hours, don’t assume that you will be paid $280.00. As an employee, you have a responsibility and obligation to pay taxes on the income you receive. Employers are required to withhold certain taxes from your wages, and remit those withholdings to the government, to help you fulfill this obligation.

When you start a new job, you should be required to complete a W-4 form. This form helps your employer determine how much to withhold from your wages to meet your tax obligations. Taxes withheld from your wages include federal income tax, federal social security taxes and Medicare, and state income tax. The amount that will be withheld from your pay to cover taxes will depend on the number of exemptions (or allowances) you claim on the W-4 form, and the ever-changing tax tables provided by the state and federal government. The more exemptions/allowances you claim, the lower your tax burden and the lower the amount to be withheld from your wages.

Within 30 days of the end of the calendar year, each of your employers must provide you with a W-2 form showing the total wages you earned and taxes (by type) that were withheld and remitted to the government on your behalf. You will use the W-2 to prepare your state and federal tax returns, and determine whether you will receive a refund or have to pay more to fulfill your tax obligations.

**Health Care Powers of Attorney and Living Wills**

**Health Care Powers of Attorney**
your employer of the injury and how it occurred—but do not wait more than 90 days after the discovery of your injury to report it to your employer.

Rights Upon Termination

Unemployment Benefits
If you are terminated from your employment, you may be eligible to receive unemployment insurance benefits for a period of time to make up for the loss of wages. All Iowa employers must pay into the unemployment compensation fund, which means that all workers have the potential to receive such benefits.

Whether you will receive benefits depends on the circumstances that caused the termination of your employment, as well as your ability and willingness to work in other suitable employment. For instance, if you voluntarily resign, or are terminated for certain types of misconduct, or for a reason that is not “attributable to” your employer (i.e., your fault, not your employer’s fault), you may not be eligible for unemployment benefits. Even so, it is usually worth the effort to file for unemployment benefits if you are terminated, even if you are eventually deemed ineligible to receive them.

To file a claim for unemployment insurance benefits, you must contact the nearest office of Iowa Workforce Development.

Continuation of Health Benefits.
If you participated in a group health insurance plan provided by your employer, you may be eligible to continue those benefits for a period of time after the termination of your employment. This is commonly referred to as “COBRA rights” based on the applicable federal law that created these rights.

The acronym “COBRA” actually means Consolidated Omnibus Budget Reconciliation Act. There is usually one COBRA bill passed every year by Congress. It was the 1986 COBRA bill that contained the provisions requiring the continuation of health benefits that we are discussing here. Annual COBRA legislation is generally far-reaching and impacts many different federal laws. Thus, the use of the acronym “COBRA” for the right to continue health benefits is somewhat of a misnomer because COBRA actually means much more. Regardless, this special use of the term has stuck, and you will likely hear it used primarily in the context of the continuation of health care benefits.

Federal COBRA rights apply to employers with 20 or more employees. Such rights require that a terminated employee be able to continue health insurance (including dental or vision) for the employee and covered dependents, for up to 18 months. In some narrow circumstances, this continuation of benefits may be extended to a maximum of 36 months. If you elect to continue your insurance benefits under

required to arrest a person who commits an assault in self-defense.

Employment

As an employee, you have certain rights and protections. Some of these rights and protections depend on how many people your employer employs, but others apply even if you are your employer’s only employee. You also have responsibilities at work that extend beyond just doing the work you are assigned. We will briefly cover some of the most common and important employment rights, protections, and responsibilities, but there are many others that may apply to you. For additional assistance, you may be able to obtain information from your employer’s human resources department, your union (if applicable), various government agencies (e.g., the state or federal Departments of Labor), or an attorney.

Discrimination
In employment, to “discriminate” means to treat people differently for some reason. As long as the reason for the discrimination is not an illegal one, employers are free to discriminate. For example, choosing the most qualified person for a job is discriminating among the candidates, but it is not illegal discrimination. Employers have to make decisions and choices that discriminate among people all the time, or else they would not be able to run their organizations.

Employment discrimination becomes illegal when the reason, or part of the reason, for the employment decision was because of a person’s legally protected characteristic. Some of the most common characteristics protected under Iowa and federal law include: race, color, religion, sex, pregnancy, national origin, age and disability. In Iowa, persons protected from age discrimination include those aged 18 or above. Under federal law, only those who are 40 years of age or older are protected from age discrimination in employment. Some local governments in Iowa have local ordinances that provide additional protected classes. For instance, if you work within the city limits of Des Moines, you are also protected from employment discrimination based on sexual orientation. You must belong to at least one protected class, and be subjected to a negative employment decision, in order to show that illegal discrimination occurred.

In addition, your employer must employ enough persons to be covered by the various anti-discrimination laws. Under Iowa law, an employer must have at least four employees to be covered by the Iowa Civil Rights Act, which governs all eight protected classes listed above. Under federal law, an employer must have at least 15 employees to be covered by Title VII (race, color, religion, sex, pregnancy and national origin) and the Americans with Disabilities Act (disability), and at least 20 employees to be covered by the Age Discrimination in Employment Act (age).
Anti-discrimination laws prohibit employers from discriminating against employees because of protected class status in decisions involving hiring, pay, benefits, training, promotion, lay off, termination, and any other term or condition of employment. As you can see from this list of prohibited actions, it is mainly managers and supervisors who are able to commit illegal discrimination in the workplace.

If your disability or religion interferes in some way with your ability to perform the essential functions of your job, you must bring this problem to your employer’s attention. Once the issue between your job and your disability or religion is known, your employer has a duty to try to reasonably accommodate you. You cannot get any accommodation you request. Your employer is entitled to choose the cheapest and least burdensome of those available, as long as the accommodation is effective. In most cases, something can be worked out between you and your employer to allow you to do your job. In some cases, the accommodation you need will be unreasonable or too burdensome on the employer, and your employment may have to be terminated. Under these circumstances, the termination of your employment is because of your religion or disability, but it is not illegal. However, if your employer refuses to even consider accommodations for you at all, or refuses to make a reasonable accommodation, that violates the law.

Harassment
Harassment is a special form of discrimination. Just like discrimination, not all harassment at work is illegal. Workplace harassment becomes illegal when it occurs because of a protected status, and when it interferes with a person’s employment or work performance. For instance, harassment of someone because she wears blue socks, and no other reason, is not technically illegal. Unlike discrimination, most all harassment in the workplace is highly inadvisable and should be eliminated, even if it is not technically illegal. Harassment for any reason is just not necessary and, if tolerated, can escalate to illegal forms of harassment. Also unlike discrimination, anyone can commit illegal harassment in the workplace—not just managers and supervisors. This is where one of your workplace responsibilities comes into play. You must not harass others.

Discrimination and Harassment Complaints
If you believe you have been discriminated against, or harassed, in your employment because of your protected class status, you should follow your employer’s policy and procedure for filing an internal complaint. If no such policy or procedure exists, you should alert a management official, or the human resources department, about your potentially problematic situation.

You may also file a complaint or charge with either the Iowa Civil Rights Commission, or the Equal Employment Opportunity Commission, if you believe you have been discriminated against, or harassed, in your employment. If you work within the city limits of a city that is large enough to have a city human rights commission, you may have another option of filing your discrimination or harassment complaint there. You do not need an attorney to file a complaint with one of these commissions, and usually the commission staff will help you complete the required forms.

Timely filing your complaint with one of these government agencies, external to your employer, preserves your right to one day sue for relief in the court system. Don’t wait too long before making such a filing because the filing time limits are very short and are strictly followed. To timely preserve your rights under Iowa’s discrimination law, you must file your complaint within 180 days of the employment action that you believe was discriminatory or harassing. To timely preserve your rights under federal discrimination laws, you must file your complaint within 300 days of the employment action that you believe was discriminatory or harassing.

Once you have notified your employer, or a government agency, of your good faith belief that you have been illegally discriminated against or harassed in your employment you have engaged in what is called a “protected activity.” From that point forward, you are protected from “retaliation.” Retaliation is an adverse employment action that was taken because of your protected activity. This protection exists even if it is later determined that your original complaint of discrimination or harassment is not viable. Retaliation protection is a powerful tool meant to encourage employees to report suspected violations of the anti-discrimination laws.

Worker’s Compensation Rights
If you are injured in the course of your employment, you are entitled to compensation and protections provided under Iowa’s Worker’s Compensation law. A compensable injury is one that interferes with a bodily function, or impairs bodily health, and that grew out of or occurred in the course of your employment. Some injuries occur over time from the accumulation of small and/or repeated actions. Others occur because of a single acute and traumatic event.

All employers, no matter how small, are covered by worker’s compensation law. There are many types of benefits provided under the worker’s compensation law, including payment of medical expenses, paid leave for work time lost due to the injury and/or treatment for it, rehabilitation benefits, death benefits, industrial disability benefits, and disability benefits.

If you are injured in the course of your employment, you should immediately notify