

**Amendment Agreement to Serve as
Dissemination Agent for Secondary Market Disclosure**

February 24, 2022

Linn-Mar Community School District
2999 10th Street
Marion, Iowa 52302

Re: Agreement to Serve as Dissemination Agent for Secondary Market Disclosure, dated May 18, 1997 (the "Dissemination Agreement") between Piper Sandler & Co. ("Piper") and Linn-Mar Community School District, Iowa, (the "Issuer")

Pursuant to the Agreement between Piper the Issuer, Piper agreed to provide certain dissemination services to the Issuer respecting its contractual obligation to disseminate certain continuing financial and operating information to the marketplace. The parties to the Dissemination Agreement hereby agree to amend the Dissemination Agreement to add the following subject securities:

<u>Name of Issue</u>	<u>Date of Undertaking</u>
School Infrastructure Sales, Services & Use Tax Revenue Refunding Bonds (current refunding Series 3/1/2010 + 7/1/2015)	Series 2022

A copy of the Undertaking is in the final transcript with respect to the Bonds.

The parties hereto agree that this letter amendment amends the Dissemination Agreement and is fully incorporated therein in all its terms.

Entered into on behalf of Piper by

Matthew R. Gillaspie via e-mail

Date: February 24, 2022

Matthew R. Gillaspie
Managing Director

Entered into on behalf of Linn-Mar Community School District by

_____ Date: _____

Name:
Title: Board President

FINANCIAL SERVICES AGREEMENT

This Financial Services Agreement, (the Agreement) is entered into on date set forth below by and between Linn-Mar Community School District, Iowa (the Client) and Piper Sandler & Co. (Piper). This Agreement will serve as our mutual agreement with respect to the terms and conditions of our engagement as your financial services provider, effective on the date this Agreement is executed (the Effective Date).

I. **Scope of Services.**

- A. **Services to be provided.** Piper is engaged by the Client to provide services with respect to School Infrastructure Sales, Services & Use Tax Revenue Refunding (presumed Series 2022) and any additional issues to be identified in an amendment to the Agreement:
- B. **Scope of Services.** The Scope of Services to be provided respecting the Issue(s) may consist of the following, if directed by the Client:

Debt Security Services

1. If requested by the Client, develop a Plan of Finance for the Project
2. As requested by the Client, provide alternative debt retirement schedules including estimates of interest cost savings associated with the refinancing
3. Comment on the value and recommend as to the use of credit ratings; coordinate the process securing credit rating
4. Propose bond terms for the securities being sold
5. Develop a timeline with respect to the issuance of proposed securities
6. Act as scrivener for the Client's official statement. Circulate drafts to the Client, its bond and disclosure counsel, and incorporate all of the Client's (and its bond and disclosure counsel's) input and modification to reflect the particular disclosure requirements for this Client and this type of security.
7. Upon completion of the official statement by the Client, distribute Client's official statement to potential bidders via I-Deal.
8. Respond to questions from underwriters
9. Arrange and facilitate visits to, prepare materials for, and make recommendations to the Client in connection with credit ratings agencies, insurers and other credit or liquidity providers
10. Work with bond counsel and other transaction participants to prepare and/or review necessary authorizing documentation of the Client
11. In a competitive bid sale, prepare the bid package, obtain CUSIP numbers, assist the Client in collecting and analyzing bids submitted by underwriters and in connection with the Client's selection of a winning bidder
12. Evaluate and recommend the bids received to the Client for consideration
13. Prepare and submit post-sale analysis to Client, including but not limited to preparation of final debt maturities, cost of issuance summaries, pricing and debt service schedules, issue price and re-offering verification, bond yield verifications, weighted average maturity, and refunded bond statistics (WAM, savings, etc.).
14. Coordinate the closing of the transaction
15. Attend meetings of the Client's governing body, as requested

For Services Respecting Official Statement.

Piper will assemble the preliminary and final official statement from information received from you, third parties and your agents, such as bond or disclosure counsel. Piper will rely on you to provide us with accurate and complete information, access to relevant personnel and agents, and your final approval to the distribution and use of the preliminary and final official statements to carry out these duties. In addition, you agree to allow us to rely on any opinion or representation of you or your counsel as to the accuracy or completeness of the preliminary and final official statement.

- II. **Limitations on Scope of Services.** In order to clarify the extent of our relationship, Piper is required under MSRB Rule G-421 to describe any limitations on the scope of the activities to be performed for you. Accordingly, the Scope of Services are subject to the following limitations:

The Scope of Services is limited solely to the services described herein and is subject to limitations set forth

¹ See MSRB Rule G-42(c)(v).

within the descriptions of the Scope of Services. Any duties created by this Agreement do not extend beyond the Scope of Services or to any other contract, agreement, relationship, or understanding, if any, of any nature between the Client and Piper.

To assist us in complying with our duties to our regulators, you agree that if we are asked to evaluate the advice or recommendations of third parties, you will provide us written direction to do so.

To the extent that we provided the Client and bond counsel with certain computations that show a bond yield, issue price, weighted average maturity and certain other information with respect to the Bonds, these computations are made using software licensed to the Financial Services Provider by a third party vendor, DBC, and are provided for informational purposes only. We express no view regarding the legal sufficiency of any such computations or the correctness of any legal interpretation made by bond counsel.

The Scope of Services does not include tax, legal, accounting or engineering advice, or review of any third-party feasibility study, with respect to any Issue or Product or in connection with any opinion or certificate rendered by counsel or any other person at closing.

III. **Amending Scope of Services.** The Scope of Services may be changed only by written amendment or supplement. The parties agree to amend or supplement the Scope of Services promptly to reflect any material changes or additions to the Scope of Services.

IV. **Compensation.** Compensation is contingent on size of bond issue or nominal value of product and contingent on closing. The fee will be calculated as 0.50% of the par amount of securities issued, with a minimum of \$19,500. Compensation is payable in immediately available funds at closing.

V. **IRMA Matters.** If the Client has designated Piper as its independent registered municipal advisor ("IRMA") for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the "IRMA exemption"), the extent of the IRMA exemption is limited to the Scope of Services and any limitations thereto. Any reference to Piper, its personnel and its role as IRMA in the written representation of the Client contemplated under SEC Rule 15Ba1-1(d)(3)(vi)(B) is subject to prior approval by Piper and Client agrees not to represent, publicly or to any specific person, that Piper is Client's IRMA with respect to any aspect of municipal financial products or the issuance of municipal securities, or with respect to any specific municipal financial product or any specific issuance of municipal securities, outside the Scope of Services without Piper's prior written consent.

VI. **Piper's Regulatory Duties When Servicing the Client.** MSRB Rule G-42 requires that Piper undertake certain inquiries or investigations of and relating to the Client in order for Piper to fulfill certain aspects of the fiduciary duty owed to the Client. Such inquiries generally are triggered: (a) by the requirement that Piper know the essential facts about the Client and the authority of each person acting on behalf of the Client so as to effectively service the relationship with the Client, to act in accordance with any special directions from the Client, to understand the authority of each person acting on behalf of the Client, and to comply with applicable laws, regulations and rules; (b) when Piper undertakes a determination of suitability of any recommendation made by Piper to the Client, if any or by others that Piper reviews for the Client, if any; (c) when making any representations, including with regard to matters pertaining to the Client or any Issue or Product; and (d) when providing any information in connection with the preparation of the preliminary or final official statement, including information about the Client, its financial condition, its operational status and its municipal securities or municipal financial products. Specifically, Client agrees to provide to Piper any documents on which the Client has relied in connection with any certification it may make with respect to the accuracy and completeness of any Official Statement for the Issue.

Client agrees to cooperate, and to cause its agents to cooperate, with Piper in carrying out these duties to inquire or investigate, including providing to Piper accurate and complete information and reasonable access to relevant documents, other information and personnel needed to fulfill such duties.

In addition, the Client agrees that, to the extent the Client seeks to have Piper provide advice with regard to any recommendation made by a third party, the Client will provide to Piper written direction to do so as well as any information it has received from such third party relating to its recommendation.

VII. **Expenses.** Piper will be responsible for all of Piper's out-of-pocket expenses unless otherwise agreed upon or if travel is directed by Client. If travel is directed by the Client, Client will reimburse Piper for their

expenses. In the event a new issue of securities is contemplated by this Agreement, Client will be responsible for the payment of all fees and expenses commonly known as costs of issuance, including but not limited to: publication expenses, local legal counsel, bond counsel, ratings, credit enhancement, travel associated with securing any rating or credit enhancement, printing of bonds, printing and distribution of required disclosure documents, trustee fees, paying agent fees, CUSIP registration, and the like.

The Client will reimburse Piper in addition to the fees outlined in this section for the preparation, distribution, printing and mailing costs associated with the preliminary and final official statement for the Issue contemplated herein at a cost of \$2,500.

In addition to the fees and expenses outlined in this section, the Client agrees to reimburse Piper for the expense of an independent counsel to Piper, and Client further agrees to take part in all reasonable requests for due diligence necessary for said Counsel to Piper to render their opinion.

VIII. ***Term of Agreement.*** The term of this Agreement shall begin on the Effective Date and ends, unless earlier terminated as provided below, on the closing of this transaction.

So long as Piper is performing pursuant to this Agreement, the Client may not terminate this Agreement during its term. In the event of non-performance by Piper, the Client shall first give written notice to Piper of the specific event of non-performance, and shall allow Piper 30-days to remedy the specific item of non-performance, prior to termination. If Piper fails to remedy the specific item of non-performance within the prescribed 30-day period of time, the Client may immediately terminate this Agreement by providing payment to Piper for all Reasonable Fees. Piper may terminate this Agreement at any time, however, in the event of termination, only the sum of the Reasonable Fees earned, whether previously billed to the Client or not (if not previously paid) shall be due and payable. Reasonable Fees shall mean: With respect to each Issue, the gross fee for that component of bonds multiplied by the ratio that is the total amount of time, in months, that have passed since the execution of this Agreement divided by the total amount of time, in months, necessary to financial closing of the component of the Issue. By way of example, if the Agreement is executed on January 1, 2022, and the expected completion of one component of Bonds is September 1, 2022 (that being 8 months), and the Agreement is terminated on July 1, 2022 (6 months after execution), then the ratio shall be gross fee multiplied by (6/8). The provisions of Sections IV, VII, XII, XIV, XV and XVII shall survive termination of this Agreement.

IX. ***Independent Contractor.*** Piper is an independent contractor and nothing herein contained shall constitute or designate Piper or any of its employees or agents as employees or agents of the Client.

X. ***Entire Agreement/Amendments.*** This Agreement, including any amendments and Appendices hereto which are expressly incorporated herein, constitute the entire Agreement between the parties hereto and sets forth the rights, duties, and obligations of each to the other as of this date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force and effect. This Agreement may not be modified except by a writing executed by both Piper and Client.

XI. ***Required Disclosures.*** MSRB Rule G-42 requires that Piper provide you with disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Such disclosures are provided in Piper's Disclosure Statement attached as Appendix A to this Agreement.

XII. ***Limitation of Liability.*** In the absence of willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties hereunder on the part of Piper or any of its associated persons, Piper and its associated persons shall have no liability to the Client for any act or omission in the course of, or connected with, rendering services hereunder, or for any error of judgment or mistake of law, or for any loss arising out of any issuance of municipal securities, any municipal financial product or any other investment, or for any financial or other damages resulting from the Client's election to act or not to act, as the case may be, contrary to any advice or recommendation provided by Piper to the Client. No recourse shall be had against Piper for loss, damage, liability, cost or expense (whether direct, indirect or consequential) of the Client arising out of or in defending, prosecuting, negotiating or responding to any inquiry, questionnaire, audit, suit, action, or other proceeding brought or received from the Internal Revenue Service in connection with any Issue or Product, if any or otherwise relating to the tax treatment of any Issue or Product if any, or in connection with any opinion or certificate rendered by counsel or any other party. Notwithstanding the foregoing, nothing contained in this paragraph or elsewhere in this Agreement shall constitute a waiver by Client of any of its legal rights under applicable U.S. federal securities laws or any other laws whose applicability is not permitted to be contractually waived, nor shall it constitute a waiver or diminution of Piper's fiduciary duty to Client under Section 15B(c)(1), if

applicable, of the Securities Exchange Act of 1934, as amended, and the rules thereunder.

XIII. **Indemnification.** Unless prohibited by law, the Client hereby indemnifies and holds harmless Piper, each individual, corporation, partnership, trust, association or other entity controlling Piper, any affiliate of Piper or any such controlling entity and their respective directors, officers, employees, partners, incorporators, shareholders, trustees and agents (hereinafter the "Indemnitees") against any and all liabilities, penalties, suits, causes of action, losses, damages, claims, costs and expenses (including, without limitation, fees and disbursements of counsel) or judgments of whatever kind or nature (each a "Claim"), imposed upon, incurred by or asserted against the Indemnitees arising out of or based upon (i) any allegation that any information in the Preliminary Official Statement or Final Official Statement contained (as of any relevant time) an untrue statement of a material fact or omitted (as of any relevant time) or omits to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

XIV. **Official Statement.** The Client acknowledges and understands that state and federal laws relating to disclosure in connection with municipal securities, including but not limited to the Securities Act of 1933 and Rule 10b-5 promulgated under the Securities Exchange Act of 1934, may apply to the Client and that the failure of Piper to advise the Client respecting these laws shall not constitute a breach by Piper or any of its duties and responsibilities under this Agreement. The Client acknowledges that any Official Statement distributed in connected with an issuance of securities are statements of the Client and not of Piper.

XV. **Notices.** Any written notice or communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party hereto, by the other party shall be in writing and shall be deemed duly served, given, or delivered when personally delivered to the party to whom it is addressed or in lieu of such personal services, when deposited in the United States' mail, first-class postage prepaid, addressed to the Client at:

Linn-Mar Community School District
2999 North 10th Street
Marion, IA 52302

J. T. Anderson, CFO
319-447-3000
jtanderson@linmark.k12.ia.us

Or to the Financial Services Provider at:

Piper Sandler & Co.
3900 Ingersoll Avenue, Suite 110
Des Moines, IA 50312

Matthew R. Gillaspie, Managing Director
515-247-2353
Matthew.Gillaspie@psc.com

With a copy to:

Piper Sandler & Co.
Legal Department
800 Nicollet Mall, Suite 900
Minneapolis, MN 55402

XVI. **Consent to Jurisdiction; Service of Process.** The parties each hereby (a) submits to the jurisdiction of any Federal court sitting in Des Moines, Iowa for the resolution of any claim or dispute with respect to or arising out of or relating to this Agreement or the relationship between the parties (b) agrees that all claims with respect to such actions or proceedings may be heard and determined in such court, (c) waives the defense of an inconvenient forum, (d) agrees not to commence any action or proceeding relating to this Agreement other than in Federal court sitting in Des Moines, Iowa and (e) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

XVII. **Choice of Law.** This Agreement shall be construed and given effect in accordance with the laws of the state of Iowa.

XVIII. **Counterparts; Severability.** This Agreement may be executed in two or more separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any term or provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without rendering invalid or unenforceable the remaining terms and provisions of this Agreement or affecting the validity or enforceability of any of the terms or provisions of this Agreement in any other jurisdiction.

XIX. **Waiver of Jury Trial.** THE PARTIES EACH HEREBY AGREES TO WAIVE ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIM, COUNTERCLAIM OR ACTION ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY OR THE RELATIONSHIP BETWEEN THE PARTIES. PARTIES AGREE TO WAIVE CONSEQUENTIAL AND PUNITIVE DAMAGES.

XX. **No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer on any person, other than the parties and their respective successors and permitted assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

XXI. **Authority.** The undersigned represents and warrants that they have full legal authority to execute this Agreement on behalf of the Client. The following individual(s) at the Client have the authority to direct Piper's performance of its activities under this Agreement:

J. T. Anderson, CFO

The following individuals at Piper have the authority to direct Piper's performance of its activities under this Agreement:

Matthew R. Gillaspie, Managing Director

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Agreement.

Piper Sandler & Co.

By: _____
Matthew R. Gillaspie
Its: Managing Director
Date: _____

ACCEPTED AND AGREED:

Linn-Mar Community School District

By: _____
Its: Board President
Date: _____

Piper Sandler & Co. is registered with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board ("MSRB"). A brochure is posted on the website of the MSRB, at www.msrb.org that describes the protections that may be provided by MSRB rules and how to file a complaint with an appropriate regulatory authority.

APPENDIX A – DISCLOSURE STATEMENT

Municipal Securities Rulemaking Board Rule G-42 (the Rule) requires that Piper Sandler provide you with the following disclosures of material conflicts of interest and of information regarding certain legal events and disciplinary history. Accordingly, this Appendix A provides information regarding conflicts of interest and legal or disciplinary events of Piper Sandler required to be disclosed pursuant to MSRB Rule G-42(b) and (c)(ii).

(A) **Disclosures of Conflicts of Interest.** The Rule requires that Piper Sandler provide to you disclosures relating to any actual or potential material conflicts of interest, including certain categories of potential conflicts of interest identified in the Rule, if applicable. If no such material conflicts of interest are known to exist based on the exercise of reasonable diligence by us, Piper Sandler is required to provide a written statement to that effect.

Accordingly, we make the following disclosures with respect to material conflicts of interest in connection with the Scope of Services under the Agreement, together with explanations of how we address or intend to manage or mitigate each conflict. To that end, with respect to all of the conflicts disclosed below, we mitigate such conflicts through our adherence to our fiduciary duty to you in connection with municipal advisory activities, which includes a duty of loyalty to you in performing all municipal advisory activities for the Client. This duty of loyalty obligates us to deal honestly and with the utmost good faith with you and to act in your best interests without regard to our financial or other interests. In addition, as a broker dealer with a client oriented business, our success and profitability over time is based on assuring the foundations exist of integrity and quality of service. Furthermore, Piper Sandler's supervisory structure, utilizing our long-standing and comprehensive broker-dealer supervisory processes and practices, provides strong safeguards against individual representatives of Piper Sandler potentially departing from their regulatory duties due to personal interests. The disclosures below describe, as applicable, any additional mitigations that may be relevant with respect to any specific conflict disclosed below.

Compensation-Based Conflicts. The fees due under the Agreement are based on the size of the Issue and the payment of such fees is contingent upon the successful delivery of the Issue. While this form of compensation is customary in the municipal securities market, this may present the appearance of a conflict or the potential for a conflict because it could create an incentive for Piper Sandler to recommend unnecessary financings or financings that are disadvantageous to the Client, or to advise the Client to increase the size of the issue. We believe that the appearance of a conflict or potential conflict is mitigated by our duty of care and fiduciary duty and the general mitigations related to our duties to you, as described above.

Transactions in Client's Securities. As a municipal advisor, Piper Sandler cannot act as an underwriter in connection with the same issue of bonds for which Piper Sandler is acting as a municipal advisor. From time to time, Piper Sandler or its affiliates may submit orders for and acquire your securities issued in an Issue under the Agreement from members of the underwriting syndicate, either for its own trading account or for the accounts of its customers. Again, while we do not believe that this activity creates a material conflict of interest, we note that to mitigate any perception of conflict and to fulfill Piper Sandler's regulatory duties to the Client, Piper Sandler's activities are engaged in on customary terms through units of Piper Sandler that operate independently from Piper Sandler's municipal advisory business, thereby eliminating the likelihood that such investment activities would have an impact on the services provided by Piper Sandler to you under the Agreement.

(B) **Disclosures of Information Regarding Legal Events and Disciplinary History.** The Rule requires that all municipal advisors provide to their clients certain disclosures of legal or disciplinary events material to a client's evaluation of the municipal advisor or the integrity of the municipal advisor's management or advisory personnel. Accordingly, Piper Sandler sets out below required disclosures and related information in connection with such disclosures.

- I. **Material Legal or Disciplinary Event.** There are no legal or disciplinary events that are material to the Client's evaluation of Piper Sandler or the integrity of Piper Sandler's management or advisory personnel disclosed, or that should be disclosed, on any Form MA or Form MA-I filed with the SEC.
- II. **Most Recent Change in Legal or Disciplinary Event Disclosure.** Piper Sandler has not made any material legal or disciplinary event disclosures on Form MA or any Form MA-I filed with the SEC.

(C) **How to Access Form MA and Form MA-I Filings.** Piper Sandler's most recent Form MA and each most recent Form MA-I filed with the SEC are available on the SEC's EDGAR system at

<http://www.sec.gov/edgar/searchedgar/companysearch.html>. The Form MA and the Form MA-I include information regarding legal events and disciplinary history about municipal advisor firms and their personnel, including information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The SEC permits certain items of information required on Form MA or MA-I to be provided by reference to such required information already filed by Piper Sandler in its capacity as a broker-dealer on Form BD or Form U4 or as an investment adviser on Form ADV, as applicable. Information provided by Piper Sandler on Form BD or Form U4 is publicly accessible through reports generated by BrokerCheck at <http://brokercheck.finra.org>, and Piper Sandler's most recent Form ADV is publicly accessible at the Investment Adviser Public Disclosure website at <http://www.adviserinfo.sec.gov>. For purposes of accessing such BrokerCheck reports or Form ADV, Piper Sandler's CRD number is 665.

(D) ***Future Supplemental Disclosures.*** As required by the Rule, this Section 5 may be supplemented or amended, from time to time as needed, to reflect changed circumstances resulting in new conflicts of interest or changes in the conflicts of interest described above, or to provide updated information with regard to any legal or disciplinary events of Piper Sandler. Piper Sandler will provide you with any such supplement or amendment as it becomes available throughout the term of the Agreement.

APPENDIX B – FORM OF AMENDMENT TO AGREEMENT

This Amendment to Financial Services Agreement (“Amendment”), is entered into the __ day of _____, 2022, by and between _____, Iowa (the “Issuer”), and Piper Sandler & Co. (“Piper”).

RECITALS

WHEREAS, the Issuer and Piper entered into a Financial Services Agreement dated as _____ (the “Agreement”); and

WHEREAS, pursuant to Section 4 of the Agreement, the Issuer exercised its option and extended the automatic termination of the contract; and

WHEREAS, the Issuer desires to amend the Agreement to include the _____ (the “Project”); and

WHEREAS, the Issuer desires to engage Piper to render the services with respect to the Project.

NOW THEREFORE, the parties agree as follows:

The following Project is included in the scope of services to be provided under the Agreement:

Series 20__ expected to be dated on or around _____.

This amendment forms part of, is subject to and incorporated into the above-referenced Agreement.

IN WITNESS WHEREOF, the parties have executed this Amendment on the date first above written. By the signature of its representative below, each party affirms that it has taken all necessary action to authorize said representative to execute this Amendment.

_____, Iowa

By: _____
Its: []

Piper Sandler & Co.

Managing Director

Example Only



BUSINESS ASSOCIATE AGREEMENT | 2022

THIS BUSINESS ASSOCIATE AGREEMENT (“Agreement”) amends and is made a part of all Services Agreement(s) (as defined below) between Hands Up Communications, Inc. (for American Sign Language and spoken language Interpreting, Consulting, Transcription, Translation, Training, and Live Captioning; both on-site and remotely) and Linn Mar Community School District. This agreement is effective **1 April 2022** for the term of one (1) calendar year.

Definitions:

- A. **“Services Agreement(s)” or “Agreement”** shall mean all agreements, whether written or oral, and whether now in effect or hereafter entered into, between Linn Mar Community School District and Hands Up Communications for the performance of and functions by Hands Up Communications.
- B. **“Party” or “parties”** shall mean both Hands Up Communications and Linn Mar Community School District.

Linn Mar Community School District desires to engage the services of Hands Up Communications to provide language interpretation and other related language services as specified by Linn Mar Community School District from time to time for the period covered by the Agreement, and

Hands Up Communications is willing to provide such services upon the terms and conditions hereafter.

Therefore, in consideration of the mutual promises herein, the parties agree to the following:

Scope of Services. Hands Up Communications is composed of individuals with diverse abilities, each matched to their tasks while working as a team to ensure premier communication accessibility. Qualified, credentialed, and/or licensed sign language and foreign language interpreters can be scheduled or requested on-demand, both on-site and remotely. Both audio and video interpreter connections are available through our interpreting platform, which also includes our conference calling feature. This feature allows users to make/receive phone calls with individuals with Limited English Proficiency (LEP) and communicate with them in their native language. Our interpreting platform is secure, HIPAA



compliant, easy to use, and has in-house technical support. Linn Mar Community School District can request certified and non-certified translation services to recreate any written materials into different languages. Our professional translators adhere to strict deadlines while maintaining accuracy to preserve the intended message.

Additionally, media transcription services are available on-site and remotely through our media transcription team; all transcription services are delivered in a timely manner. In addition, we will conduct an intake, coordinate and confirm services, generate a report, identify completion times, and complete the assignment with an invoice, feedback, and, if needed, additional training.

We complete and maintain background checks, references, skills assessments, completed surveys, credentials, and professional development for all interpreters, translators, and transcriptionists as part of our quality assurance process to assure confidence in the services provided.

Hands Up Communications, along with our network partners, are committed to open, transparent lines of communication, remaining pliable to meet your organizational needs, and facilitating high-quality communication through our interpretation and other language services to ensure the excellence that health-care patients deserve.

Contracted Rates

- C. The agreed-upon rates for services under this Agreement commence on the Effective Date and terminate one (1) calendar year later unless a written addendum is agreed upon and signed by both parties. Rates may be found in the Pricing & Policies sheet accompanied by this Agreement.

Obligations of Hands Up Communications. As an express condition of performing Hands Up Communications Functions, Hands Up Communications agrees to the following terms and conditions:

- D. Hands Up Communications shall render services following the highest professional standards of skill, care, and diligence to comply with the applicable study protocol, all applicable laws and regulations, including, as applicable, HIPAA regulations, Iowa Licensure Board, and any other applicable laws. Hands Up Communications shall cooperate with personnel and shall not interfere with the conduct of business. While on



the premises of Linn Mar Community School District, all rules, regulations, and security requirements concerning the safety of persons and property shall be observed.

- E. Hands Up Communications will provide only qualified interpreters who can interpret effectively, accurately, and objectively, both receptively and expressively, using any necessary specialized vocabulary. All interpreters who render services will be familiar with setting-appropriate terms and phrases. Although all interpreters are screened for conflicts of interest, all interpreters are trained to disclose any potential conflicts of interest, previous contact with consumers, or bias that could affect the interpretation outcome. All interpreters will be screened for quality and requested to provide evidence of training and applicable certifications. Hands Up Communications will comply with all rules per Chapter 154E Interpreters and Transliterators of Iowa licensure law and ADA Title III.

Hands Up Communications Pricing and Policies will be provided to Linn Mar Community School District, and acknowledgment of receipt is per signed Business Agreement.

- F. Hands Up Communications agrees to mitigate, to the extent practical, any harmful effect that is known to Hands Up Communications of a use or disclosure of Protected Health Information by Hands Up Communications in violation of the requirements of this Agreement.
- G. Hands Up Communications agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Hands Up Communications on behalf of Linn Mar Community School District, who agrees to the same restrictions and conditions that apply through this Agreement to Hands Up Communications concerning such information.
- H. Unless otherwise protected or prohibited from discovery or disclosure by law, Hands Up Communications agrees to make internal practices, books, and records, including policies and procedures, relating to the use or disclosure of Protected Health Information received from, or created or received by Hands Up Communications on behalf of, Linn Mar Community School District, available to Linn Mar Community School District or the secretary for purposes of the secretary determining Linn Mar Community School



District's compliance with the Privacy Rule or Security Rule. Hands Up Communications shall have a reasonable time to comply with requests for such access.

- I. Except as provided in the Agreement, if Hands Up Communications receives access, amendment, accounting of disclosure, or other similar requests directly from an individual, Hands Up Communications will redirect the individual to Linn Mar Community School District.

- J. If Linn Mar Community School District disputes any charges, Hands Up Communications will cooperate and act in good faith to assist Linn Mar Community School District in resolving the dispute. Hands Up Communications is on-call and available 24/7, 365 days a year, to provide all language interpreting services on-site and remotely. Interpreting services will be provided on-demand as quickly, cooperatively, and unobtrusively as possible, with an estimated maximum wait time of 5 minutes via video remote and 25 minutes on-site. In the case of Video Remote Interpreting (VRI), Hands Up Communications will use commercially reasonable efforts to make their platform and services available 24/7 except for (i) planned downtime of which Linn Mar Community School District will be given at least five (5) business days' prior notice and which Hands Up Communications shall schedule to the extent practicable during weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday (Central Time), or (ii) any unavailability caused by circumstances beyond Hands Up Communications' control, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes, or other labor problems (other than those involving Hands Up Communications' employees), Internet Service Provider failure or delays, or denial of service attacks, and (iii) provide the services only following applicable laws and government regulations.

- K. **Termination by Linn Mar Community School District.** Any other provision of the Service(s) Agreement notwithstanding, Linn Mar Community School District may terminate the Service(s) Agreement and this Business Associate Agreement upon thirty (30) days advance written notice to Hands Up Communications if Hands Up Communications breaches this Business Associate Agreement in any material respect and such breach is not cured to the reasonable satisfaction of Linn Mar Community



School District within such thirty (30) day period. Failure to take reasonable steps to cure the breach is grounds for the immediate termination of this Agreement.

- L. **Termination of The Hands Up Communications.** Suppose Hands Up Communications determines that Linn Mar Community School District has breached a material term of this Agreement. In that case, Hands Up Communications shall notify Linn Mar Community School District and provide Linn Mar Community School District an opportunity to cure the alleged material breach upon mutually agreeable terms. Failure of Linn Mar Community School District to take reasonable steps to cure the breach is grounds for the immediate termination of this Agreement.

- M. **Termination for Cause.** Upon Linn Mar Community School District's knowledge of a material breach by Hands Up Communications, Linn Mar Community School District shall give Hands Up Communications written notice of such a breach and provide a reasonable opportunity for Hands Up Communications to cure the breach or end the violation. Linn Mar Community School District may terminate this Agreement, and Hands Up Communications agrees to such termination if Hands Up Communications has breached a material term of the Agreement and does not cure the breach, or if a cure is not possible. If neither terminating nor a cure is feasible, Linn Mar Community School District shall report the violation to the secretary.

Indemnification. Hands Up Communications shall at all times indemnify and hold harmless Linn Mar Community School District, its respective directors, officers, agents, employees, and affiliated companies from any claims, damages, liabilities, costs, and expenses, including reasonable counsel fees, arising from or as a result of (1) the performance by Hands Up Communications of the responsibilities and obligations as outlined by this Agreement, any claims arising out of a relationship between Hands Up Communications and any third party, and/or the negligent acts or omissions of Hands Up Communications, its respective employees, agents, servants and/or subcontractors; and (2) any breach by Hands Up Communications of any warranty or agreement made by Hands Up Communications herein including but not limited to, Hands Up Communications' failure to make payments for labor, equipment, materials, and supplies. Hands Up Communications acknowledges and agrees that Linn Mar Community School District shall not be held responsible for any loss or damage to any property or equipment belonging to or rented by Hands Up Communications or their respective employees or agents which is used or to be used in connection with the services provided by this



Agreement unless such loss or damage is directly attributable to the negligent acts of Linn Mar Community School District, its employees, agent, contractors or subcontractors. The responsibility to insure or otherwise bear the risk of loss of such equipment or property is the responsibility of Hands Up Communications.

Notices. All notices, demands, or other communications required or permitted to be given or made hereunder shall be deemed to have been duly served to the received by the addressee:

- (i) If delivered by hand at the time of delivery;
- (ii) If sent by prepaid registered post, within seven days of posting;
- (iii) If transmitted by way of fax, at the time of the transmission; or
- (iv) If transmitted by email, at the time of transmission.

In proving the delivery of notice or any other document, it shall be sufficient to show:

- (i) In the case of registered post, that the notice or other document was contained in an envelope which was duly addressed and posted; or
- (ii) In the case of a fax, that the fax transmission was duly transmitted from the fax terminal as evidenced by a transmission report generated by the fax terminal; or
- (iii) In the case of email, that email was duly transmitted and acknowledged by the intended recipient.

Compliance With Laws. Hands Up Communications agrees to provide all services in a competent, professional, and ethical manner per the standards of the Joint Commission and other applicable licensing or accrediting agencies, bodies, or entities, using appropriate skill and diligence. Hands Up Communications shall abide by all applicable federal and state statutes, rules, regulations, orders, and directives of any applicable government and regulatory bodies having jurisdiction at its sole cost and expense.

Independent Contractor. Hands Up Communications acknowledges that, in the performance of the services under this Agreement, it shall at all times remain an independent contractor and further acknowledges and agrees that neither its officers nor any person in its employment shall be deemed or construed employees of Linn Mar Community School District. Nothing contained herein shall be deemed



as creating a partnership, joint venture, or similar business relationship between the parties or as authorizing either party to contract for, or incur any liability or obligation for, the other.

Legal Forum. This contract is made in the State of Iowa and shall be governed by and construed under the laws of Iowa. The parties agree that the courts of the State of Iowa shall be the sole forum in which any legal action concerning this Agreement or relating to it in any way shall be brought. The parties agree and consent to the jurisdiction of the State of Iowa to determine conflicts regarding the language and payments to be made under this Agreement.

Assignment and Delegation. This Agreement creates no assignable rights. Neither Linn Mar Community School District nor Hands Up Communications may assign or otherwise attempt to transfer its rights and obligations under this Agreement or any Project assigned to Hands Up Communications under this Agreement unless such a party shall have first obtained the prior written consent of the other. Nothing in this paragraph shall be construed to prevent Hands Up Communications from engaging subcontractors on the project when necessary and customary in the profession to supplement Hands Up Communications' expertise if Hands Up Communications desires to engage the services of a subcontractor. In that case, Hands Up Communications shall obtain Linn Mar Community School District's prior written approval which Linn Mar Community School District shall not unreasonably withhold, and Hands Up Communications and Subcontractor shall execute such documents as deemed necessary by Linn Mar Community School District.

Severability. Suppose any provision hereof is unenforceable, illegal, or invalid for any reason whatsoever. In that case, such fact shall not affect the remaining provisions hereof, and said remaining provisions should be construed to render this Agreement enforceable and valid. Suppose any of the provisions hereof which impose restrictions on either party are, concerning such restrictions, determined by a final judgment of any court of competent jurisdiction to be unenforceable or invalid because of the geographic scope or time duration of such restrictions. In that case, such provisions shall be deemed retroactively modified to provide for the maximum geographic scope and time duration, making such provisions enforceable and valid.

Miscellaneous.

N. **Linn Mar Community School District.** For purposes of this Agreement, and as applicable to Hands Up Communications, functions of Hands Up Communications



under all Service Agreements covered by this Agreement, are in reference to Linn Mar Community School District, which shall include Linn Mar Community School District and all other entities covered by a joint Notice of Privacy Practices with Linn Mar Community School District, whether as part of an affiliation or an organized health-care arrangement.

- O. **Survival.** The respective rights and obligations of Hands Up Communications and Linn Mar Community School District hereunder shall survive termination of this Agreement according to the terms hereof and the obligations imposed on Linn Mar Community School District under HIPAA. In addition, the respective rights and obligations of Hands Up Communications under this Agreement shall survive its termination.
- P. **Interpretation; Amendment.** This Agreement shall be interpreted and applied in a manner consistent with Linn Mar Community School District's obligations under HIPAA. All amendments shall be in writing and signed by both parties, except that this Agreement shall attach to additional Services Agreements entered into between the parties in the future without the necessity of amending this Agreement each time. This Agreement is intended to cover the entire relationship between the parties, as amended, from time to time, through Services Agreements or other means. The Parties agree to take such action as is necessary to amend this Agreement from time to time for Linn Mar Community School District to comply with the Privacy Rule or Security Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. NO. 104-191. Any ambiguity in this Agreement shall be resolved to permit Linn Mar Community School District to comply with the Privacy Rule or the Security Rule.
- Q. **Disputes.** If any controversy, dispute, or claim arises between the Parties concerning this Agreement, the Parties shall make good faith efforts to resolve such matters informally.

Waiver. A waiver concerning one event shall not be construed as continuing, as a bar to, or a waiver of any right or remedy to subsequent events.

No Third-Party Beneficiaries. Nothing expressed or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties, Linn Mar Community School District HIPAA Affiliates and their respective successors, or assigns any rights, remedies, or obligations.



Effect. This Agreement shall not modify or supersede any other provision of the Services Agreement.

Counterparts. This Agreement may be executed in two counterparts, each of which shall be deemed an original but both of which together shall constitute the same instrument. Copies of signatures sent by facsimile transmission or scanned and sent by email are deemed to be originals for purposes of execution and proof of this Agreement.

Entire Agreement. This Agreement contains the entire Agreement between the Parties. All prior understandings and agreements between Hands Up Communications and Linn Mar Community School District are merged and superseded by this one. Each party acknowledges that it is not reliant upon any statement or representation made by the other which is not embodied in this Agreement. No variations, modifications, or changes to this Agreement will be binding upon either party unless outlined in a document signed by both Parties.



Fees for Services Addendum

ASL ON-SITE

Linn Mar Community School District agrees to pay Hands Up Communications the On-Site fees for services outlined in the Pricing & Policies sheet, which accompanied this Agreement. In addition, travel time for interpreters will be billed port to port at the scheduled interpreter's respective hourly rate for the assignment requested by Linn Mar Community School District.

UNSCHEDULED/ON-DEMAND ASL VRI ASSIGNMENTS

Linn Mar Community School District agrees to pay Hands Up Communications the per-minute fees for services outlined in the Pricing & Policies sheet, which accompanied this Agreement, at a 15-minute minimum. For calls lasting under 60 seconds, no charge will be made.

PRE-SCHEDULED ASL VRI ASSIGNMENTS

All pre-scheduled assignments will require 24 business hours' notice to Hands Up Communications to avoid Emergency/Same Day rates charged to Linn Mar Community School District. Pre-scheduled assignments will be billed at a 1-hour minimum. The assignment will be paid for the duration of the scheduled time or the 1-hour minimum. If the assignment goes over, the additional time will be added to the scheduled time. If a pre-scheduled assignment is canceled with fewer than 24 business hours' notice, Linn Mar Community School District will pay for the entire scheduled time of the appointment or the 1-hour minimum. If the assignment is canceled over 24 business hours in advance, no cancellation fee will be paid to Hands Up Communications.

ASSIGNMENT DETAILS

All details of VRI assignments, including changes or cancellations, must be emailed to aslври@handsupcommunications.com. All details of on-site assignments, including changes and cancellations, must be emailed to scheduling@handsupcommunications.com. Hands Up Communications will communicate the assignment details and/or cancellation to the assigned interpreter. If a specific certification or state license is required for a specific assignment, advance notice must be given. Hands Up Communications will provide Linn Mar Community School District with the specific interpreter's credentials.

SPOKEN LANGUAGES

Linn Mar Community School District agrees to pay Hands Up the spoken language fees for services outlined in the Pricing & Policies sheet, which accompanied this Agreement for all On-Demand Over the Phone Interpreting (OPI) services rendered by Hands Up Communications.

Linn Mar Community School District agrees to pay Hands Up Communications the spoken language per-minute fees for services outlined in the Pricing & Policies sheet, which accompanied this Agreement for all On-Demand



Video Remote Interpreting (VRI) services rendered by Hands Up Communications. All pre-scheduled assignments will require 24 business hours' notice. If a pre-scheduled assignment is canceled with fewer than 24 business hours' notice, Linn Mar Community School District will pay for the entire scheduled time of the appointment or the 1-hour minimum. If the call is canceled over 24 business hours in advance, Linn Mar Community School District will pay no cancellation fee to Hands Up Communications.

Linn Mar Community School District agrees to pay Hands Up Communications the spoken language hourly fees for services outlined in the Pricing & Policies sheet, which accompanied this Agreement with a 1-hour minimum and subsequent minute-by-minute charges in the Pricing & Policies sheet every minute thereafter. Travel time for interpreters will be billed port to port at the scheduled interpreter's respective hourly rate for the assignment requested by Linn Mar Community School District.

IN WITNESS WHEREOF, each undersigned has caused this Agreement to be duly executed in its name and on its behalf.

Hands Up Communications Inc.

Signature: 

Kathy Steele

Chief Contracts & Billing Officer

Date: 1 March 2022

4211 Glass Rd. NE, Ste A1

Cedar Rapids, IA 52402

319-213-9920

Linn Mar Community School District

Signature: _____

Name: _____

Title: _____

Date: _____

AGREEMENT FOR COOPERATION IN A STUDENT TEACHING PROGRAM

This agreement entered into by and between **Coe College**, Cedar Rapids, Iowa, and **Linn Mar Community School District** (hereinafter “the District”) defines the mutual consideration of the parties for the Coe College program of student teaching for the 2022-2023 school year.

1.0 **Scope of Agreement**

- 1.1 This agreement shall set forth the procedures for placement of student teachers, any termination or change of assignment, supervision, the status and authority of student teachers, and the compensation to cooperating school systems.

2.0 **Placement of Student Teachers**

- 2.1 The placement of student teachers shall be accomplished on a cooperative basis involving both Coe College and the District.
- 2.2 Placement shall be initiated by the Placement Coordinator, Department of Education, through application from each student teacher, setting out the student's background and the type of assignment appropriate for the student's needs.
- 2.3 Coe College reserves the right to decline the services of any given cooperating teacher.
- 2.4 The District reserves the right to refuse placement of any given student teacher.

3.0 **Termination or Change of Assignment**

- 3.1 The Chairperson, Department of Education, at any time, may terminate or change the assignment of any student teacher. Prior to doing so, the chairperson shall make reasonable efforts before such time to consult with all parties concerned regarding the reasons for termination or changes in assignment.

4.0 **Supervision of Student Teaching**

- 4.1 An employee from Coe College will serve as a supervisor of the student teacher, in cooperation with the cooperating teachers, who guide, direct, and evaluate the student.
- 4.2 The student teacher shall be subject to the rules and regulations of the cooperating school system and to those established by the Department of Education, as well as the Code of Ethics of the profession.

5.0 **Status and Authority of Student Teachers**

- 5.1 Student teachers shall have status and authority in accordance with Section 272.27, Code of Iowa.
- 5.2 Students actually engaged under the terms of this contract shall be entitled to the same protection under the provisions of Section 613A.8, Code of Iowa, as is afforded by said section to officers and employees of the school district, during the time they are so assigned.

6.0 **Standard Student Teaching Assignment and Compensation to the District**

- 6.1 The standard student teaching assignment shall be consecutive full days, excepting the District's Fall/Spring breaks. Students may be assigned for eight through fourteen weeks upon mutual agreement of Coe College and the District. In the event that a student teacher must be scheduled for half days, the standard assignment shall be fourteen weeks of consecutive days.
- 6.2 Coe College agrees to compensate the Cooperating Teacher the amount of one-hundred-twenty-five dollars (\$125.00) for the standard student teaching assignment. The college/university shall compensate the Cooperating Teacher in the amount of twelve dollars (\$12.00) per week for each week of full day assignments thereafter and six dollars (\$6.00) for each additional week of half-day assignments. However, in no case should the minimum honorarium be less than thirty dollars (\$30.00).
- 6.3 In the case of part-time assignments, or if it is necessary for a student teaching assignment to be terminated before completion, the Cooperating Teacher will be compensated at the rate of twelve dollars (\$12.00) for each full week of eight-hour days completed, and six dollars (\$6.00) for each week of four-hour days completed. However, in no case should the minimum honorarium be less than thirty dollars (\$30.00).
- 6.4 Payment will be made at the termination of the student teaching period, according to the written request of the District.

COE COLLEGE

LINN MAR COMMUNITY
SCHOOL DISTRICT



2/23/2022

Provost and Dean of Faculty

Date

Superintendent/Administrator

Date



2/23/2022

Chairperson, Education Department

Date

District address