

## **Memorandum Of Understanding**

The Utah State Instructional Materials Access Center (USIMAC), with Utah Schools for the Deaf and the Blind (USDB) as the fiscal agent, and Local Educational Agency \_\_\_\_\_ (LEA) hereby enter into this Memorandum of Understanding (MOU).

WHEREAS, this MOU and the accompanying policies and procedures, which are incorporated herein, are designed to provide educators, administrators, teachers, parents, paraprofessionals, and students with strategies for acquiring and using accessible format versions of print educational materials in the classroom.

WHEREAS, USDB and LEA must take reasonable steps to provide educational materials in accessible formats to students with disabilities who need those materials at the same time as other students receiving educational materials.

WHEREAS, the students who will benefit from these accessible formats may be blind, visually impaired, physically impaired, or otherwise not able to read standard print without some kind of accommodation through accessible educational materials.

WHEREAS, in order to comply with the Individuals with Disabilities Education Act, the state has established USIMAC. USIMAC is housed within USDB and is designated as the state authorized user for the purpose of acquiring the National Instructional Materials Accessibility Standard (NIMAS) file sets to obtain or produce core educational materials in the appropriate accessible formats for those students who need accessible educational materials.

NOW THEREFORE, the parties agree as follows:

1. USIMAC will provide materials for eligible students who are qualified under the Chafee Amendment (17 U.S.C., §121) or otherwise eligible through an Individualized Education Program (IEP). USIMAC will also provide material(s) to LEA for students with Section 504 Accommodation Plans or students with a demonstrated need for accessible educational materials.
2. All braille and tactile graphic production will follow the Braille Authority of North America (BANA) rules. Production of other accessible format materials will follow best practices and current industry standards.
3. USDB is the fiscal agent and operates USIMAC to the extent of funds received annually by the Utah Legislature and the Utah State Board of Education.
4. USIMAC will provide training to LEAs on USIMAC-related items, including:

- Ordering online
  - Using USIMAC-produced materials
  - Accessing USIMAC's website, [www.usimac.org](http://www.usimac.org)
5. LEA agrees to comply with and follow the policies and procedures that accompany this MOU prior to ordering or obtaining any materials and/or services.
  6. Because LEA does not own the materials it obtains from USIMAC, LEA agrees to return such materials to USIMAC within the established timelines as noted in the policies and procedures that accompany this MOU. LEA will be responsible for the cost of replacing lost or damaged (excluding normal wear and tear) USIMAC materials. LEA agrees to pay USIMAC within 30 days of invoice date for lost or damaged materials.
  7. This MOU shall expire within three years (as of January 1, 2027), unless otherwise terminated in writing by either party after 30 days notice or if significant changes in policies and procedures necessitate a new MOU.

USIMAC/USDB and LEA hereby agree to be bound.

Superintendent Utah Schools for the Deaf and Blind	Date
---	------

Director USIMAC	Date
--------------------	------

Superintendent LEA	Date
-----------------------	------

## **Policies and Procedures of the Utah State Instructional Materials Access Center**

The Utah State Instructional Materials Access Center (USIMAC) is the state resource for accessible format educational materials. Effective July, 2018, USIMAC will cover all LEA participation costs.

### **Eligibility and Orders**

The LEAs are responsible for determining student Chafee eligibility. USIMAC will provide accessible format educational materials for eligible students.

- A signed Memorandum of Understanding (MOU) will be required of all LEAs that desire to obtain accessible format educational materials from USIMAC.
- The LEA (e.g. The Teacher of Students with Visual Impairments (TVI) / Itinerant teachers) must enter orders online through the USIMAC Production Portal (UPP). A complete order includes the online order submission, the online Chafee verification, hard copies of the textbook, and a pacing guide submitted online.

### **Large Print, PDF, Daisy, MP3**

All orders submitted to USIMAC, **complete** with the online submission, online Chafee verification, original/ legible hard copies (if applicable), and pacing guide by **April 1st of each year**, will be completed by the first day of school according to the submitted pacing guide. Orders received after this date will be completed in the order they are received. The possibility of assuring the timely distribution of accessible textbooks diminishes if the complete order is received after April 1st.

- The LEA (e.g. TVI / Itinerant teachers) determines which book(s) their student(s) need and which accessible format(s) are required.
- The LEA (e.g. TVI / Itinerant teachers) fills out the online order submission for each student.
  - The UPP portal is available online at <https://www.usimacprodportal.com/>.
- All UPP accounts are defaulted to receive important email notifications such as orders received, canceled, updates, and volumes shipped.
- LEA is required to submit a legible, original hard copy textbook with *each* ordered

item.

- Hard copy textbooks submitted to USIMAC for production purposes will be returned to the LEA (e.g. TVI / Itinerant teachers) following the completion of each order, usually at the end of the school year. **The production of braille textbooks can take up to 12 months** on average. If the hard copy textbook is not returned with the completed order, the LEA may request that it be returned by emailing us at [usimacorders@usdb.org](mailto:usimacorders@usdb.org).
- A **pacing guide is now required** for large print. The pacing guide will outline the dates and chapter / units required at a specific time during the school year for that student. This allows USIMAC to produce large print volumes in advance of a student's needs.
- Once USIMAC has received the complete order, USIMAC will begin procurement or production.
  - Until all criteria for a complete order have been met, the order will remain incomplete and will not be produced.
  - USIMAC will follow up with the ordering party to confirm the status of order if necessary.

## **Braille**

In addition to the items above, the following items are applicable to braille orders.

- Braille orders are converted to volumes by USIMAC in order to produce braille books.
- A **pacing guide is required** for all braille orders. The pacing guide will outline the dates and chapter / units required at a specific time during the school year for that student. This allows USIMAC to produce braille volumes in advance of a student's needs.
- USIMAC cannot provide braille in customized formats **if the book can be purchased from an outside vendor**.
  - If the educational materials need to be produced in house, USIMAC will accept limited customizations requests for braille on a case-by-case basis.
- USIMAC follows the Braille Authority of North America (BANA) guidelines regarding tactile graphics. These guidelines can be found at <http://www.brailleauthority.org/tg/>. Please read through the BANA guidelines including sections 11 prior to requesting materials with tactile graphics. As

outlined in these sections, not all visual graphics can be produced in a tactile format.

- To ensure prompt delivery of the order, please verify the address selected for the order.
  - The LEA (e.g. TVI / Itinerant teachers) is responsible to make contact with the student's school office to ensure the school staff is aware of order arrivals, as USIMAC ships year-round.
- **Arrangements will need to be made to pick up any returned shipment(s) from USIMAC.** To pick up items directly from USIMAC, an LEA must schedule an appointment one week in advance with shipping/receiving at 801-629-4729 or [usimacorders@usdb.org](mailto:usimacorders@usdb.org).

### **Non-ISBN and Digital Document Orders:**

In addition to the items above, the following items are applicable to non-ISBN orders, such as online textbooks, teacher-created workbooks and materials, or other digital documents used as core instructional materials.

- Submission of a clean physical hardcopy of the textbook is required. If unavailable, the submission of a clean, text-extractable and accessible digital document of the precise material is required. For more information on making documents accessible, see [Universal Design](#).
- For teacher-created or digital document requests:
  - The accessible document must be uploaded directly with the online order by selecting "Update book prerequisites" on the order page and uploading the file in the "Order Item Files" section
  - If there are multiple files, files must be batched and named by subject, and broken down into units, chapters, semesters, quarters, etc.
  - Files cannot be more than 50 megabytes (MB) per file. Larger files can be reduced using ZIP, or they can be divided into smaller files before uploading them. If unable to upload documents, please contact [usimacorders@usdb.org](mailto:usimacorders@usdb.org) for further assistance.
  - The document(s) submitted **must be the final edited version** of the core content; if changes are made later, the order will be restarted at that time causing significant delays.
- Only student material will be transcribed; please do not order teacher manuals or teacher editions.

## Modifications and Cancellation

Production and procurement will continue until the orders are completed or canceled.

- Notify USIMAC as soon as possible to cancel a book, change a student's pacing guide or any other changes.
- LEA (e.g. TVI / Itinerant teachers) is required to request a cancellation through the UPP online system. All modification notices must be emailed to [usimacorders@usdb.org](mailto:usimacorders@usdb.org).
- Notify USIMAC as soon as possible when a TVI / Itinerant is no longer responsible for a student they have ordered a book for, along with the name and contact information for the new TVI / Itinerant teachers.

## Production / Procurement Timelines

Timeline for delivery of order(s):

- Large print, PDFs, most MP3's and Daisy ordered from outside vendors:
  - Varies from four to eight weeks from the date the complete order criteria has been met.
- Braille Production:
  - For complete orders **received by April 1st**, USIMAC will begin production in accordance with the pacing guide submitted. USIMAC will ship the first three braille volumes of the book by the first day of school. Every effort will be made to ship subsequent volumes in advance of the pacing guide deadlines.
  - Orders received **after April 1st** will be completed in the order they are received. USIMAC cannot guarantee that the first three braille volumes will be completed by the first day of school.
  - It is required that LEAs (e.g. TVI / Itinerant teachers) turn in a pacing guide as soon as they are available.
  - **Any modifications to the pacing guide after submission will require a minimum of an additional ten to twelve weeks** before materials will be received. An LEA may need to make alternate arrangements for student needs in the interim.
- Braille Procurement from outside vendors:
  - Once the order is complete, USIMAC will begin to procure materials from

vendors listed on Louis Database (a national repository for braille textbooks).

- When procuring materials from an outside vendor, USIMAC does not control outside production and shipping dates; as a result, USIMAC cannot guarantee official shipping dates for these items.

## **Distribution, Delivery and Return of Educational Materials**

USIMAC is the **repository and distribution center** for all accessible format educational materials for the State of Utah.

- Educational materials are shipped to the address identified on the original order.
- Shipping costs are covered by USIMAC. No additional fees will be charged to the LEA regardless of shipping method used.
- Volumes will be shipped as soon as they are completed.
- Textbook reconciliation lists are available on the UPP system, and will be sent out at the end of March of the current school year to each LEA (including the TVI / Itinerant teachers who submitted the order).
- All non-consumable materials (such as textbooks, novels, etc.) received throughout the school year must be returned to USIMAC no later than **June 30th**. USIMAC can renew a book for one additional year for the same student. Requests are made using the UPP system.
  - A copy of the original delivery slip must be included with all returns. If multiple deliveries are sent for the same order, only one delivery slip needs to be included with the return.
  - All books must be **returned in complete sets**.
  - The entire book will stay on the LEA's textbook reconciliation list until the complete set has been returned or invoicing has been paid.

## **Invoicing**

- If an item is damaged, including interlining of textbooks, or lost during the school year, please alert USIMAC via email prior to the June 30th return deadline.
  - Send email to [usimacorders@usdb.org](mailto:usimacorders@usdb.org).
  - Include in the email any damage or interlining that has been noted by the LEA (e.g. TVI / Itinerant teachers).

- Also, braille workbooks grade K-3 will be sent out as “consumable” and not expected back, to allow for interlining.
- *An invoice for the replacement will be sent to all LEAs for any non-consumable items not returned by June 30th*
- Some cost factors to consider when invoicing for damaged, incomplete or lost books include consideration for age, circulation, source of procurement, and availability of textbooks.
- Invoices will be sent out to all LEAs by mid-October for the prior school year.

**Please note:**

- LEAs can arrange to order directly from the publisher or producer. LEAs will then be responsible to pay the entire cost of the braille, large print book, PDF, Daisy, MP3, etc.
- USIMAC reserves the right to reject materials that do not follow these criteria or that are not suitable for production in accessible formats.