

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 alternate format versions of print instructional materials in the classroom.

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

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

NOW THEREFORE, the parties agree as follows:

1. USIMAC will provide materials for all students with print disabilities who are qualified under the Chafee Amendment (H.R. 3754) or otherwise eligible through an Individualized Education Program. USIMAC will also provide material(s) to LEA for students with Section 504 Accommodation Plans or students with a demonstrated need for accessible instructional materials.
2. All Braille and tactile graphic production will follow the Braille Authority of North America rules. Production of other alternate 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

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 August 1, 2018), 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