

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 (17 U.S.C., §121) 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 July 31, 2021), 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 alternate 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 alternate format educational materials for students with demonstrated print disabilities.

- A signed Memorandum of Understanding (MOU) will be required of all LEAs that desire to obtain alternate format educational materials from USIMAC.
- The LEA (e.g. 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 for Braille, a pacing guide submitted online.

Large Print, PDF, Daisy, MP3

All orders submitted to USIMAC, **complete** with the online submission,, online Chafee verification, and original/ usable hard copies (if applicable) 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 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/>.
- If you would like to receive an email confirmation of received orders, you must opt into this option. Please request a verification link by emailing usimacorders@usdb.org.

Further instructions will be emailed to you once requested.

- 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.

- 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 instructional materials need to be produced in house, USIMAC will accept limited customizations requests for braille on a case-by-case basis.
- USIMAC follows BANA guidelines regarding tactile graphics. These guidelines can be found at <http://www.brailleauthority.org/tg/>. Please read through the BANA guidelines including sections: 11.1.2 and 11.1.3 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.

Modifications and Cancellation

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

- Notify USIMAC as soon as possible to cancel a book,, change a student's pacing guide or any other changes.
- LEA (e.g. TVI) are required to request a cancellation through the UPP online system. All modification notices must be emailed to usimacorders@usdb.org.
- Notify USIMAC as soon as possible when a TVI is no longer responsible for a student they have ordered a book for.

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 discuss alternate arrangements with customer service 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 alternate format educational materials for the State of Utah.

- Educational materials are shipped to the address identified on the original Textbook Request Form.
- Shipping costs are covered by USIMAC. No additional fees will be charged to the LEA regardless of shipping method used.
- Orders will be shipped in their entirety as soon as they are completed with the exception of braille materials.
- Braille orders will be shipped starting with the first three braille volumes and then as soon as subsequent volumes are ready until the remainder of the order is complete.
- 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 does not renew items.
 - A copy of the original Delivery Slip must be included with all returns. If multiple deliveries are sent for the same order, only one copy of the order needs to be included with the return.
 - All books must be **returned in complete sets** including all volumes within the

same shipment.

- 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.
 - Include in the email any damage or interlining that has been noted by the LEA (e.g. TVI / Itinerant teachers).
- *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.