

FULL WAIVER

Pursuant to Deaf Persons' Interpreters Act (DPIA), MCL 393.501-393.509
and Michigan Rules of Administrative Procedure, MRAP 393.5001-393.5095

(Name of d/db/hh person) _____ has requested and is entitled to an American Sign Language (ASL) interpreter as an accommodation required by applicable state and/or federal disability laws. Michigan law, at 393.503a, provides that "the interpreter shall be a qualified interpreter" as defined by the administrative rules.

(Appointing authority – accommodation provider) _____ acknowledges having a legal duty as an appointing authority to provide this accommodation, and is prepared to do so.

"[T]he right of a deaf, deafblind, or hard of hearing person to a qualified interpreter shall not be waived except by a request for waiver in writing by the deaf, deafblind, or hard of hearing person." MRAP 393.5058, MCL 393.503(3). A waiver, or full waiver, "means to give up the right to have a qualified interpreter." (MRAP 393.5058(qq)).

A waiver "does not obviate or mitigate any responsibility for a failure to provide a qualified interpreter when required to do so" (393.5058(2)). Therefore, **a full waiver is not appropriate except in instances where a providing authority is prepared to provide a fully qualified interpreter** and a person legally entitled to a qualified interpreter is instead indicating that they do not want one. A d/db/hh person signing a full waiver is essentially telling an appointing authority that "if you provide me with the accommodation I want, I waive any right to later claim a right to a different accommodation, even if I was legally entitled to it."

A full waiver is appropriate **only** when an appointing authority is prepared to provide a qualified interpreter, but a d/db/hh person believes an alternate accommodation (often an interpreter who is not Michigan certified as qualified), will provide more effective communication. The waiver is intended to protect a d/db/hh person's right to the accommodation they believe provides the most effective communication.

Because the waiver could be subject to abuse, "[a]n appointing authority is not required to compensate an unqualified or under-qualified interpreter." One example of such abuse could be a d/db/hh person who is being pressured to waive their rights to a qualified interpreter and instead utilize an unqualified family member as an interpreter in order to cause that person to be paid. An appointing authority is encouraged to consider retaining (and paying) a separate qualified interpreter in order to protect their own interests in ensuring effective communication when they believe the one chosen may not do so, but in any event they are not required to pay an un- or under-qualified interpreter .

Full waivers are appropriate only when the appointing authority is prepared to provide a qualified interpreter, but the person seeking the accommodation wishes to use their own interpreter instead, and therefore they should be rare. In such instances the appointing authority may agree to pay the interpreter who is the d/db/hh person's choice, or they may insist that they will only pay for the qualified interpreter they are prepared to provide. The **ONLY** instance where an appointing authority can be relieved of its duty to provide, and pay for, a legally required accommodation is when their actual offer to provide a qualified interpreter is rejected.

WAIVER

I understand that I am entitled to be provided with a fully qualified interpreter as a communication access accommodation. I also understand that the above named appointing authority is prepared to provide and pay a fully-qualified interpreter to interpret on my behalf. Knowing and understanding the above, I nonetheless wish to decline and fully waive my right to the fully-qualified interpreter and to instead provide an interpreter of my own. I also agree that unless there is a separate agreement to do so, the appointing authority is not required to pay the interpreter I provide. This agreement is void if a person was coerced, threatened, or intimidated into signing it. (MCL 5058(2)).

Date Signature of d/db/hh person

Date Signature of appointing authority

Use note: An original should be retained by Appointing Authority, d/db/hh person and other parties should be provided copies.