

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MICHIGAN INTERPRETER EDUCATION PROGRAMS
AND THE
DIVISION ON DEAF AND HARD OF HEARING,
MICHIGAN DEPARTMENT OF CIVIL RIGHTS
January 31, 2013**

1. Purpose

This Memorandum of understanding between representatives of the Division on Deaf and Hard of Hearing, Michigan Department of Civil Rights (DODHH-MDCR), and each of Michigan's five interpreter education programs (IEP) is intended to facilitate supervised clinical practice, also known as hands-on interpreting, in practicum or internship courses at post-secondary institutions of learning that offer such programs. This accord is intended to be a broad, living document that respects each program's pedagogical, curricular, and philosophical methodology. It is entered into pursuant to the May 21, 2012 Michigan Civil Rights Commission Interpretive Statement (MCRC-IS) and should not be construed to be inconsistent with the MCRC-IS, the Michigan Deaf Persons' Interpreters Act, any properly promulgated Michigan administrative rule or the national standards for interpreter education set forth by the Commission on Collegiate Interpreter Education.

2. Interpreter Education Programs

- A. When an IEP determines that a student has received sufficient training as to be qualified to engage in supervised clinical practice they may provide the student with a document or other item identifying the student by name and indicating that he or she "is recognized by [the IEP] as a student eligible to engage in clinical ASL/English interpreting under the supervision of a Michigan qualified interpreter." The student identification is only valid while the student is presently enrolled in an IEP program and shall either indicate a corresponding expiration date or be presented along with a currently valid student ID.
- B. An IEP issuing supervised clinical practice identification to a student is verifying that:
 - i. The student is currently enrolled in the IEP, and in practicum and/or internship courses.
 - ii. The student has received instruction on the NAD-RID Code of Professional Conduct and other ethical decision-making methodology determined to be appropriate by the individual program curriculum, understands that the code applies to students the same way as it does to other interpreters.
 - iii. The student has been informed of the relevant provisions of this agreement and the MCRC-IS.
- C. An IEP shall inform all students and supervising interpreters, with whom it works that:
 - i. Permission for the presence and/or participation of a student should be obtained from all stakeholders in a practicum or internship placement prior to

arrival, and in all cases permission must be obtained outside the presence of the student.

- ii. An individual being provided with interpreting services also has privacy rights that exist independent from the Michigan Deaf Persons Interpreters Act, the MCRC-IS, and/or this MOU. Such privacy rights should, and when law (e.g. HIPAA) must, always be protected.
- iii. When a minor is receiving interpreting services, permission for the participation of an IEP student must be obtained from the minor's parent, legal guardian. Permission may be obtained from the parent by either the IEP or provider.
- iv. A Deaf person may at their discretion rescind permission for a student's involvement at any time.

D. Supervising Interpreters will also be informed by the IEP that:

- i. At all times during a practicum experience, the interpreter remains responsible for being physically present and actively monitoring the student interpreter, ensuring the accuracy of the interpreting being provided, and relieving the student if at any time it becomes appropriate in order to ensure accuracy.
- ii. They must not allow a student to participate, or shall terminate a student's participation, if at any time the interpreter becomes aware that the consumer or appointing authority believes the student is not meeting their communication needs.

E. Students, will also be informed by the IEP that:

- i. Prior to beginning any supervised interpreting the student shall introduce him/herself to those present with whom they have not previously worked, and where interpreting for an individual shall introduce themselves by presenting their supervised clinical practitioner identification.
- ii. That during a practicum experience, they are to follow the instruction of the supervising interpreter, except that the student at all times also remains personally responsible to cease interpreting at any time if they feel they are not providing effective communication and/or if the supervising interpreter is not physically present and actively observing.

3. Division On Deaf and Hard of Hearing:

- A. DODHH agrees to hold harmless in any complaints, administrative or regulatory action:
 - i. A **supervising interpreter** who complies with the terms of this MOU and the Interpretive Statement, provided that the interpreter remains responsible for monitoring the student, ensuring the accuracy of the interpreting being provided, and relieving the student if at any time it becomes appropriate in order to ensure accuracy.
 - ii. A **supervising interpreter** who relies upon a student's presentation of valid

supervised clinical practitioner identification to permit a student to begin to engage in supervised clinical practice, providing that this does not obviate any responsibility to monitor the proceedings and does not lessen the responsibility to at all times ensure the accuracy of the interpreting being provided.

- iii. A **student** for unknowing error made while reasonably relying upon direct instructions provided by a supervising interpreter who at the time is actively providing supervision facilitated by the student's IEP.
- iv. An **IEP** for the actions of any properly qualified student or interpreter who without the IEP's knowledge acts outside or otherwise violates the terms of this MOU or the MDCR-IS. (DODHH recognizes that an IEP has neither the ability nor authority to control the individual actions of a properly qualified student or qualified interpreter when that person acts without the IEP's knowledge.)

4. All Parties Acknowledge:

- A. Supervising Interpreters must be certified as qualified interpreters in Michigan.
- B. Any person operating outside the provisions of this MOU and/or the MDCR-IS does so at the risk of administrative, regulatory or other legal action and/or sanction as provided by statute and/or properly promulgated rule.
- C. This agreement does not create any governing, regulatory or disciplinary authority not provided by statute or properly promulgated administrative rule.
- D. Nothing in this agreement shall be construed to limit the personal and professional responsibility of the qualified interpreter to insure that effective communication is provided.

This Memorandum of Understanding, having been entered into by the below indicated representatives on behalf of their respective interpreter education programs and the Michigan Division on Deaf and Hard of Hearing is effective immediately and until 91 days after rescinded in writing by a party (with notice to all other parties and to be posted on the DODHH web site within 21 days).

_____/S/_____
Baker College
Bonnie Massoud Peni F. Aldrich
Amie Anderson Jim Conlen
Beverly Schumer

_____/S/_____
Lansing Community College
Brenda Cartwright Molly Carlstrom

_____/S/_____
Madonna University
Dan McDougal Mike Meldrum
Rebecca Shriner

_____/S/_____
Mott Community College
Jennifer Doerr

_____/S/_____
Oakland Community College
Kelly Flores Joanne Forbes

_____/S/_____
**Division on Deaf and
Hard of Hearing**
Sheryl Emery