



Minnesota Judicial Branch Policy and Procedures

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Category:	Court Operations
Title:	Court Interpreter Payment Policy
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Revision Date:	August 02, 2010; February 3, 2014; June 16, 2015; June 26, 2017; July 31, 2017; May 15, 2018; June 14, 2018; October 24, 2019; August 11, 2021; November 29, 2023
Contact:	Director, Court Services Division

Court Interpreter Payment Policy

I. POLICY

Under Minn. Stat. § 480.182(1), the Minnesota Judicial Branch is required to pay the costs of hiring court interpreters. Under Rule 8 of the General Rules of Practice for the District Courts, and Judicial Branch Policy 513 Court Interpreter Program, the State Court Administrator's Office is required to maintain a statewide roster of interpreters, and the court is required to appoint competent and qualified interpreters for all court proceedings when needed.

This policy is adopted to:

1. Comply with all applicable statutes, court rules, and Judicial Branch policies governing interpreter qualification, appointment, and payment.
2. Provide equal access to justice and a consistently high degree of interpreting for court proceedings.
3. Achieve uniformity and fairness in the payment of non-employee interpreters.
4. Provide necessary qualified interpreter services within the constraints of legislative appropriations, by setting hourly rates, cancellation compensation standards, and other standards for payment of non-employee interpreters.

II. APPLICABILITY

The Court Interpreter Payment Policy applies to:

1. All Judicial Branch employees who procure and schedule interpreter services and process interpreter invoices.
2. All non-employee interpreters and interpreter agencies who provide interpreter services for and are contracted by the Minnesota Judicial Branch.

This policy covers interpreting assignments for court proceedings and any other case-related interpreting assignment if ordered by the court. Payment for interpreting, other than the above, needed by non-court offices, service providers or agencies such as public defenders, prosecutors, probation/court services, or corrections, shall be the responsibility of those entities.

III. DEFINITIONS

- A. “Assignment” is the period of time that the court offered, and the interpreter agreed to, perform interpreting work for the court.
- B. “Certified Interpreter” refers to interpreters who have fulfilled the requirements of Rule 8.04 of the General Rules of Practice for the District Courts.
- C. “Court Proceedings” are defined as the court session itself, plus interpreting for the parties, attorneys and witnesses immediately prior to the court proceeding, during breaks in the court proceeding, or immediately after the court proceeding.
- D. “Interpreter Resource Management Application”, also known as IRMA, is a web-based application used to offer and grant assignments, and by interpreters to accept assignments; to communicate information related to assignments; and for invoicing.
- E. “Interpreter Scheduling Specialist” refers to the court administration employee responsible for procuring interpreter services.
- F. “On-Call” refers to the period of time when an interpreter must be available for additional assignments, including when an assignment ends early, was untimely cancelled, or when there is time remaining in the two-hour minimum.
- G. “Reassignment” refers to an assignment that an interpreter covers while they are on-call.
- H. “Roster” refers to the statewide roster maintained and published by the State Court Administrator pursuant to Rule 8.01 of the General Rules of Practice for the District Courts.

IV. PROCEDURES

- A. Eligibility and Need Determinations

1. The judicial officer, or their designee shall have sole responsibility for determining an individual's eligibility for interpreter services in accordance with court rule and statute.
2. Interpreter services shall be provided only to those individuals for whom the judicial officer has appointed an interpreter.
3. District courts shall appoint a certified court interpreter except when no certified court interpreter is reasonably available, pursuant to Rule 8.02 of the General Rules of Practice for the District Court.
4. The judicial officer or the Interpreter Scheduling Specialist will determine the number and type of interpreters required for each court assignment.

B. Compensation and Expenses

1. Hourly rates for interpreters are detailed in Appendix I. Changes to the rates may be made periodically by the State Court Administrator.
2. Exceptions to Hourly Compensation Rates

Exceptions to the hourly compensation rates in this policy may be approved for rare languages or in urgent circumstances when there are limited interpreters available. Exceptions must be requested in advance of the assignment by the interpreter or interpreter agency for a specific assignment and will not apply to other future assignments. Any exception to hourly compensation rates must be approved and documented in advance by an Interpreter Scheduling Specialist Supervisor.

3. Minimum Payment

For any assignment or interpreting work that is two (2) hours or less, the interpreter shall be paid for two (2) hours and shall be paid per minute (hourly rate/60) for any interpreting work that exceeds two (2) hours.

4. Court Recess Time for Meals

District Courts will not pay for a meal break that is one hour or less. If the court meal break exceeds one hour, the interpreter will be paid per minute (hourly rate/60) for any time that exceeds one hour.

5. Expenses

- a. Mileage will be paid at the Federal IRS Mileage Reimbursement Rate allowable on the date of travel, for travel to and from daily assignments.

- b. Mileage will be calculated in IRMA. When an interpreter has multiple assignments in one day, the interpreter will only be paid for mileage from court location to court location based on the sequence of assignments.
- c. The Interpreting Scheduling Specialist's Supervisor may approve and must document reimbursement of reasonable expenses due to emergency or unforeseen circumstances. The interpreter or agency must request reimbursement for additional expenses in advance or, in the case of an emergency, within 24 hours of the start of the assignment. See section h. for allowable expenses.
- d. Parking will be reimbursed at court locations where free parking is not available.
- e. Daily parking receipts need not be submitted to the court for reimbursement of parking expenses, but the interpreter must retain the receipts for audit purposes.
- f. Interpreters can request reimbursement of parking expenses through IRMA, according to the rates posted on the Minnesota Judicial Branch Court Interpreter Program webpage, for time reasonably equivalent to the actual daily interpreting hours performed at that location.
- g. State Court Administration will review and update parking rates annually or more frequently if needed.
- h. When traveling to an assignment from another state, or when interpreters need to leave home prior to 6:00 a.m. to arrive on time for an assignment, or will not return home until after 7:00 p.m. after completing an assignment, if approved by the Scheduling Specialist Supervisor, they are eligible to be reimbursed for meals, lodging, and ground transportation subject to the following requirements:
 - i. All travel expenses must be requested by the interpreter, approved by the Interpreter Scheduling Specialist Supervisor in advance of the assignment, and documented in IRMA before the travel occurs.
 - ii. For all assignments requiring travel, interpreters must use the mode of transportation (personal vehicle, rental car, or commercial flight) that results in the lowest overall travel costs.
 - iii. Interpreters must provide receipts in IRMA to receive reimbursement compensation for these expenses.
 - iv. When air travel is required for an interpreter to provide services for an assignment, the Minnesota Judicial Branch will book the flights on behalf of and in consultation with the interpreter.
 - v. When air travel is required for an interpreter to provide services for an assignment, rideshare costs or mileage to and from a commercial airport or off-site parking are eligible for reimbursement. Parking and shuttle fees at such facilities are also eligible for reimbursement. When

traveling for multiple days, off-site parking should be used to reduce costs.

- vi. When the use of a rental car by the interpreter is required, the Minnesota Judicial Branch will arrange in advance for the interpreter to rent a reasonably priced rental car. It is the responsibility of the interpreter to complete the rental car transaction and pay for all costs associated with the car rental up front. Reasonable rental car expenses, including the cost of gas used, are eligible for reimbursement.
- vii. When lodging is required, and time permitting, the Minnesota Judicial Branch will identify lodging available at a reasonable cost and make reservations for the interpreter. If the interpreter makes their own lodging arrangements, they must book lodging available at the most reasonable rate. Reimbursement for lodging costs is always based on the single room rate. Because of the variances between metro and out-of-metro hotel accommodations, no fixed costs are prescribed.
- viii. When an interpreter is required to stay overnight at a hotel or other lodging, reimbursement for meals may be allowed and must not exceed the meal reimbursement rates posted on the MJB website. Meal costs may include tax and a reasonable gratuity. Alcoholic beverages are excluded.

C. Assignments and Cancellations

1. The interpreter is expected to handle multiple cases for which the interpreter is qualified, in various court locations during the assigned time-period until released by the Interpreter Scheduling Specialist.
2. When an assignment is untimely cancelled or the interpreter is released prior to the end of an assignment or within the two-hour minimum, the interpreter is on-call for reassignment during the assignment time and is expected to provide interpreter services for all case types and all types of court proceedings.
 - a. An interpreter may decline a reassignment and still receive compensation for the original assignment based on:
 - i. The inability to communicate with the person requiring an interpreter.
 - ii. A conflict of interest with any of the parties.
 - iii. If the reassignment interpreting time, plus any applicable travel time, would exceed the original assignment time.

- iv. If accepting the reassignment would result in a violation of the Code of Professional Responsibility for Interpreters in the Minnesota State Court System.
 - v. The inability to travel to the reassignment location.
 - b. If an interpreter declines a reassignment while on-call for a reason not included in section IV, C., 2., a. of this policy, the interpreter shall not be compensated for the period of time of the declined reassignment.
- 3. Assignments of One Day or Less
 - a. For any assignment or interpreting work that is two (2) hours or less, the interpreter shall be paid for two (2) hours minimum.
 - i. Interpreters shall be compensated for the assignment plus additional time worked based on recorded sign in and sign out times.
 - ii. Any additional time worked beyond the 2-hour minimum, or beyond the assignment time for assignments longer than 2 hours, shall be paid at the hourly rate, and per minute (hourly rate/60) for any interpreting work that is less than an hour.
 - iii. When the court notifies the interpreter that an assignment has been cancelled, and the cancellation is documented in IRMA, 24 hours or more before the assignment start time, excluding weekends and state holidays, the interpreter will not be compensated for the assignment.
 - iv. When the court notifies the interpreter that an assignment has been cancelled, and the cancellation is documented in IRMA, less than 24 hours before the assignment start time, excluding weekends and state holidays, interpreters will be compensated for the assignment.
 - v. If during an assignment, the interpreter is no longer needed or the proceedings conclude prior to the scheduled assignment end time, interpreters will be compensated for the assignment, or the 2-hour minimum, whichever is longer.

4. Multi-Day Assignments

- a. Interpreters shall be compensated for the assignment plus additional time worked based on recorded sign in and sign out times.
- b. Any additional time worked beyond the assignment time shall be paid at the hourly rate, and per minute (hourly rate/60) for any interpreting work that is less than an hour.

- c. When the court notifies the interpreter that an assignment has been cancelled, and the cancellation is documented in IRMA, 48 hours or more before the assignment start time, excluding weekends and state holidays the interpreter will not be compensated for the assignment.
 - d. When the court notifies the interpreter than an assignment has been cancelled, and the cancellation is documented in IRMA, less than 48 hours before the assignment start time, excluding weekends and state holidays, interpreters will be compensated for the assignment as follows:
 - i. For the first day's assignment when notice of cancellation is sent between 24 and 48 hours before the assignment start time.
 - ii. For the first- and second-days' assignments when notice of cancellation is sent less than 24 hours before the assignment start time.
 - e. If during the assignment the interpreter is no longer needed or the proceedings conclude prior to the scheduled assignment end time, interpreters will be compensated for the time interpreter services were provided plus the next day's assignment.
5. Interpreters shall not receive additional compensation for interpreter services provided during an assignment for which they are already receiving compensation.
6. Cancellation by the Interpreter Prior to the Start of the Assignment
- a. Interpreters are not compensated for assignments that they do not show up to or cancel.
 - b. When interpreters must cancel an assignment, they must notify the court with as much advance notice as possible through written electronic communication.
 - c. A pattern of not appearing or cancelling with short notice is grounds for a complaint and investigation, potentially resulting in discipline.

D. Invoicing

- 1. Interpreters must sign-in and sign-out of each assignment using IRMA. If unable to access IRMA, the interpreter must contact the Interpreter Scheduling Specialist for that assignment as soon as possible, and the Interpreter Scheduling Specialist must document the sign-in and/or sign-out time.
- 2. IRMA generates invoices. Approved invoices are sent to the interpreter or interpreter agency through IRMA. Interpreters and interpreter agencies must review in IRMA and accept or dispute invoices within 30 calendar days of notification that an invoice is ready for review.

3. When the invoice is generated in IRMA and is sent to the interpreter or interpreter agency for review, any required itemized receipts for previously approved reimbursement requests must be submitted with the invoice.
5. For any disputed invoice the interpreter or agency must enter sufficient details in IRMA explaining the amount disputed and the reasons. If the Interpreter Scheduling Specialist agrees with the disputed claim, the Interpreter Scheduling Specialist may adjust the invoice and approve the invoice as requested by the interpreter or agency. If the disputed claim is denied, the Interpreter Scheduling Specialist will process and approve the invoice as generated by IRMA. The interpreter or agency can request, in writing, that the Program Coordinator review and reconsider the denial. The Program Coordinator will provide a written response approving or denying, in whole or in part, the disputed amount and may direct any additional payments.

E. Professional Responsibility

In accepting court assignments, interpreters agree to abide by this policy, all applicable rules of decorum, and the Code of Professional Responsibility for Interpreters in the State Court System.

F. Nature of Relationship to Court

1. Any interpreter or interpreter agency engaged under this policy is an independent contractor. As an independent contractor, the interpreter or interpreter agency providing services represents, by accepting the court assignment, that they comply with the requirements of Minn. Stat. § 363A.36 (Affirmative Action) and Minn. Stat. § 176.181 (Worker's Compensation) where applicable.
2. The interpreter shall not accept an assignment, unless the interpreter has the proper training, skill, and background to perform interpreting services in a competent and professional manner. Upon request, the interpreter must furnish resumes and other information to permit a proper review of the interpreter's qualifications and competency to provide interpreter service to District Courts.
3. The interpreter agrees to indemnify, save, and hold the state harmless from any and all claims or causes of action, including all attorneys' fees incurred by the state arising from the performance of the interpreting assignment.
4. The District Court does not guarantee any interpreter a specific number of assignments or a specific amount of income.
5. Interpreter invoices are subject to random auditing to confirm compliance with this policy.

6. Interpreters and interpreter agencies are independent contractors and are expected to provide their own equipment, supplies, and other items necessary to complete the work. The Minnesota Judicial Branch will not provide compensation for such expenses.

V. RELATED DOCUMENTS

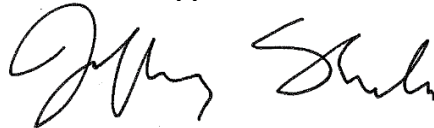
- A. Minnesota Rule of Civil Procedure 43.07
- B. Minnesota Rule of Criminal Procedure 26.03
- C. Minnesota Rule of Practice for the District Court 8
- D. Chapter 546 of the Minnesota Statutes
- E. Chapter 611 of the Minnesota Statutes
- F. Judicial Council Policy 513; Court Interpreter Program
- G. Appendix I – Hourly Rates

VI. REVISION HISTORY

- A. September 4, 2001: Policy originally established as Supreme Court Administrative Policy Number 18.
- B. September 1, 2006: Policy adopted, with amendments, as an SCA policy. Increased payment of sign language interpreters to \$70 and \$55 per hour from \$50 and \$45.
- C. August 2, 2010: Policy amended to establish a payment structure for spoken language remote interpreting.
- D. May 12, 2014: Policy amended to add specific language regarding travel time, fee upon cancellation, video remote interpreting and payment rate for CART services. Also added are a 60-day time limit for submitting invoices and a minimum payment for off-site remote interpreting.
- E. August 15, 2015: Policy amended to clarify the term “the court” and diligent effort; change cancellation rate for telephone remote interpreting from a flat fee to a rate per minute; and add a payment rate for Certified Deaf Interpreters of \$70/hour.
- F. July 1, 2017: Policy amended to reflect increased hourly payment rates, travel time payments, and update terminology, define continuous assignment and add other minor clarifications.

- G. July 31, 2017: Policy amended to reflect a suspension of the July 1, 2017 change related to travel time paid during the two-hour minimum time payment.
- H. May 15, 2018: Policy amended to reflect change to payment rule for cancelled assignments.
- I. June 14, 2018: Policy amended to include reimbursement for parking, remove section on “rights to translated documents”, and other minor clarification.
- J. October 24, 2019: Policy amended to reflect the implementation of the IRMA application, relocate the parking rate chart to the MJB website for regular updating, and other minor clarifications.
- K. August 11, 2021: Policy amended to reflect temporary increase in court interpreter hourly rates.
- L. November 29, 2023: Policy amended to adjust hourly rates for spoken language interpreters, remove the distinctions between in person and remote, amend interpreter payment for travel from payment for time to payment for mileage, add language to address IRMA requirements and functionality, and other minor clarification and simplifications.

Approval:



Jeffrey Shorba, State Court Administrator

November 29, 2023

Date