



## Minnesota Judicial Branch Policy/Procedures

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<b>Policy Source:</b>	State Court Administrator
<b>Policy Number:</b>	513(a)
<b>Category:</b>	Court Operations
<b>Title:</b>	Court Interpreter Payment Policy
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<b>Contact:</b>	Director, Court Services Division

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### Court Interpreter Payment Policy

#### I. POLICY

Minnesota Rule of Civil Procedure 43.07 and Minnesota Rule of Criminal Procedure 26.03 state: “The court may appoint an interpreter of its own selection and may fix reasonable compensation for the interpreter.” In order to achieve fairness for the payment of interpreter services across the state, a statewide payment policy was implemented for non-employee interpreters in 2001. Uniform rates help to assure a consistently higher degree of interpreting for court customers of all counties.

As a result of work of the Ad Hoc Interpreter Advisory Committee and the District Interpreter Liaisons, the original Payment Policy is being revised to clarify language of the original policy, and to add new provisions that are reflective of the current legal interpreting field.

The following are the goals of Court Interpreter Payment Policy:

1. Uniform statewide policies regarding court interpreters are intended to provide equality of access to justice and uniform quality of interpreter services in all jurisdictions throughout the state court system.
2. In order for court administrators to provide necessary qualified interpreter services within the constraints of legislative appropriations, maximum rates are set for interpreter services.
3. The policies conform to the spirit and intent of Rule 8 of the General Rules of Practice for the District Courts regarding interpreter qualifications and appointment protocol.

## **II. APPLICABILITY**

The Court Interpreter Payment Policy applies to (1) all District Courts in the processing of interpreter invoices; (2) all non-employee interpreters who perform interpreting services for the courts; and (3) all agencies who provide interpreting services to the courts.

These policies cover interpreting in civil and criminal court proceedings governed by Rule 8 of the General Rules of Practice for the District Courts. These rates and policies do not cover interpreting in situations other than court proceedings. "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. 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.

Any decisions regarding payment situations not covered by this Policy shall be made by the District Court where the interpreting occurred.

## **III. DEFINITIONS**

- A. "Certified Interpreter" refers to interpreters who have fulfilled the requirements of Rule 8.04 of the General Rules of Practice for the District Courts.
- B. "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. Interpreting In Court**

The following provisions apply to interpreting in person in the Minnesota District Courts.

#### **1. Eligibility for Interpreter Services**

The court shall have sole responsibility for determining applicant eligibility for interpreter services in accordance with court rule and statute. Interpreter services shall be provided only to those individuals who have been specifically approved by the court.

#### **2. Scope of Work**

The court will determine the number and type of interpreters required for each court assignment.

#### **3. Compensation Status**

The court shall appoint interpreters pursuant to Rule 8.02 of the General Rules of Practice for the District Court. The court will decide when the diligent effort required by the rule has been satisfied.

Any interpreter agency placing an interpreter with the court is expected to understand and adhere to the requirements of Rule 8.02 of the General Rules of Practice for the District Court. When an agency is unable to provide a certified interpreter (for languages where certified interpreters exist) or non-certified roster interpreter (for all other languages), the agency must provide advance notice to the district court. Advance notice is defined as prior to the 24 and 48 hour notice as described in Section ~~JA~~A(10) of this document.

#### 4. Compensation Rate

The maximum hourly rates are based on the compensation status of the interpreter. The Statewide Roster of Court Interpreters refers to the roster of interpreters maintained by the State Court Administrator's Office.

##### a. Hourly Rates for Spoken Language Interpreters

1. Minnesota Supreme Court Certified Foreign Language Interpreters shall be paid a maximum rate of \$50 per hour.
2. Non-certified Foreign Language Interpreters on the Statewide Roster shall be paid \$30-\$40 per hour as determined upon placement.
3. Interpreters not on the Statewide Roster shall be paid a maximum rate of \$25 per hour.

##### b. Hourly Rates for Sign Language Interpreters

1. Sign Language Interpreters with Legal Specialist Certification from the National Registry of Interpreters for the Deaf shall be paid a maximum rate of \$70 per hour.
2. Sign Language Interpreters on the Statewide Roster with General Certifications from the National Registry of Interpreters for the Deaf, as specified in Rule 8, shall be paid a maximum rate of \$55 per hour.

#### 5. Two-Hour Minimum Payment

A minimum time payment of two (2) hours shall be paid to interpreters at the hourly rate for which the interpreter qualifies based upon the interpreter's compensation status. Time exceeding the two-hour minimum shall be billed in 15-minute increments rounded up to the next quarter hour. ~~(Not applicable to phone interpreting).~~

#### 6. Court Recess Time for Lunch

For day-long assignments, the court will not pay for a lunch break that is one hour or less. If the court lunch recess exceeds one hour, the interpreter will be paid for any time beyond the one-hour lunch break.

#### 7. Travel Time

Courts outside Hennepin and Ramsey counties pay travel time if interpreter distance from the assignment location exceeds 35 miles, one way. Travel time is paid at the same hourly rate for which the interpreter qualifies according to compensation status. When travel time is applicable, it is paid in addition to the two-hour minimum time payment.

#### 8. Expenses

No mileage, parking, meals or other expenses will be reimbursed for daily assignments. When an assignment involves overnight stays or special circumstances, the court may authorize reimbursement of reasonable expenses. Approval by the court is required prior to incurring any expenses to be billed to the court in connection with interpreter services.

#### 9. Assignments

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 designated court interpreter contact. Reassignments may be declined based upon inability to communicate with the client, conflict of interest with any of the parties, other provisions of the interpreter Code of Ethics, or other legitimate reasons as determined by the court. This provision includes assignments where the interpreter is on call waiting for jury deliberations or other on call situations.

#### 10. Fee Upon Cancellation of Assignment

##### a. Cancellation Prior To Start of Assignment

The court shall give notice of cancellation of an assignment of one day or less, at least 24 hours prior to the start of the assignment excluding weekends and official state holidays. The court shall give notice of cancellation of an assignment of more than one day, at least 48 hours prior to the start of the assignment excluding weekends and official state holidays.

“Start of the assignment” refers to the set time that the court has asked the interpreter to report to the courthouse. This does not refer to travel time prior to reaching the courthouse.

When the court cancels an assignment of one day or less, less than 24 hours prior to the start of the assignment excluding weekends and official state holidays, the interpreter shall be paid the two-hour minimum fee. When the court cancels an assignment of more than one day, less than 48 hours prior to the start of the

assignment excluding weekends and official state holidays, the interpreter shall be paid a maximum of two full business days.

b. Cancellation After the Start of Assignment

The following principles shall apply for cancellations made after the start of an interpreting assignment.

1. If an assignment is scheduled to last one day or less, and the assignment is cancelled after the scheduled start time, the court shall pay the interpreter for all hours originally scheduled.

Example: An interpreter is scheduled to work from 8:00 a.m. to noon for a court trial. The defendant unexpectedly pleads guilty and the hearing is completed at 9:30 a.m. The interpreter will be paid for four hours of court work.

2. If the assignment is scheduled for two days, and during the assignment the interpreter is told that his/her services are not needed after a certain time, the court must pay the interpreter two full days.
3. If the assignment is scheduled for more than two days, and during the assignment the interpreter is told that his/her services are not needed after a certain time, the court must give 48 hours cancellation notice from the start of the workday. If the notice is given at the start of the workday, the court will pay two additional days. If notice is given after the start of the work day, the court will pay three additional days. (This presumes the interpreter is present at the scheduled start time. When an interpreter arrives late, notice of cancellation is sufficient if notice is given upon the interpreter's arrival.)

Example #1: Interpreter is hired for a three-day trial. Each day the interpreter must report to court at 8:30 a.m. On Day 1, at 10:00 a.m., the interpreter is told that her services aren't needed. Interpreter is paid for all three days.

Example #2: Interpreter is hired for a three-day trial. Each day the interpreter must report to court at 8:30 a.m. On day 1, at 8:30 a.m. the interpreter is told that her services aren't needed. Interpreter is paid for two days.

c. Payment of the fee for cancelled assignments (whether cancelled prior to or after the scheduled start time) shall be subject to the following conditions:

1. The interpreter shall be available for reassignment during the cancelled time for which payment is owed. The interpreter may be reassigned to another court location as long as interpreting time, plus travel time if applicable, is not expected to exceed the original assigned time-period. Reassignment may be declined based upon inability to communicate with the new client, conflict of interest with any of the parties, other terms of the interpreter Code of Ethics, or for other legitimate reasons approved by the court.

Example: An interpreter is scheduled for a two-day trial for Tuesday and Wednesday in District Court A. On Monday the court tells the interpreter that the trial has been cancelled. The court will pay the interpreter for the full day Tuesday and Wednesday, and the interpreter must be available to the court each day in return for payment. (The interpreter and District Court A agreed on paying 8 hours for each day.) District Court A later asks the interpreter to appear for a 2-hour assignment on Wednesday. The interpreter must drive three hours each way. Both the in-court assignment and the six hours drive time are included in the 8-hour cancellation payment.

2. The interpreter shall be paid only for the period of time the interpreter had no other opportunity for assignments in the court during the cancelled time for which payment is owed. The interpreter shall not be paid for time when work was offered by the courts but declined during the time for which payment is owed.

#### ~~11. Interpreting through ITV (Interactive Video)~~

~~The court may request an interpreter to provide interpreter services remotely through ITV at sites designated by the court, subject to limitations of court rules or policies.~~

#### ~~1211. Maximum Rates~~

~~The court may set a higher hourly rate or payment of expenses in circumstances where there are very limited numbers of interpreters available for rare/exotic languages, or for other special circumstances.~~

#### ~~1312. Invoicing Court Interpreter Time~~

- a. Upon arrival for a court proceeding, the interpreter should check in with the Court Administrator's office, and check out before leaving.
- b. The invoice should be submitted to the Court Administrator in the form and according to the schedule provided by the Court Administrator or Interpreter Coordinator designated by the Court. When the interpreter or an interpreter referral agency anticipates multiple assignments within a month, the interpreter or agency may, at the discretion of the court, submit a monthly invoice containing the same information required by the court on the daily state invoice form.
- c. No invoices may be submitted prior to completion of an assignment.

#### B. Remote Interpreting via Telephone

Remote interpreting is the use of technology, including ITV and telephone, to provide interpreter services from a remote location. For standards and procedures concerning ~~telephone~~ remote interpreting, see the Minnesota Judicial Branch Council Policy 513

governing Use of Telephone Interpreting (currently under development) and State Court Administrator Policy 513(b). Remote interpreting can be accomplished in two ways, on-site and off-site.

1. On-Site Remote Interpreting

On-site remote interpreting occurs when the interpreter travels to the courthouse or designated area to conduct interpreting remotely. The interpreter may be expected to handle multiple cases for which the interpreter is qualified, including cases from other districts. In addition to providing remote services, if time allows, an interpreter may be asked to cover an in-person assignment.

On-site remote interpreting shall be paid according to the rate described in Section A: Interpreting in Court. The court shall also follow the cancellation policy described in Section A for on-site remote interpreting.

If the interpreter is assigned to interpret remotely for cases from multiple districts, those districts shall determine an appropriate cost sharing arrangement for the services.

2. Off-Site Remote Interpreting

Off-site remote interpreting occurs when the interpreter provides interpreting services remotely from a location of the interpreter's choosing, subject to any limits imposed in State Court Administrator Policy 513(b). The interpreter is not required to travel to a designated location to conduct interpreting.

Court interpreters (other than those whose services are procured through national resources such as the Language Line) who agree to ~~interpret over the telephone~~ off-site remote interpreting will be paid according to the following rates:

- |                                     |                   |
|-------------------------------------|-------------------|
| <u>a.</u> Certified Interpreters    | \$2.25 per minute |
| <u>b.</u> Rostered Interpreters     | \$2.00 per minute |
| <u>c.</u> Non-rostered Interpreters | \$1.75 per minute |

15-minute increments and two-hour minimum payments will not apply to ~~telephone~~ off-site remote interpreting.

The court shall give notice of cancellation of a ~~telephone~~ an off-site remote interpreting assignment of one day or less, at least 24 hours prior to the start of the assignment excluding weekends and official state holidays. When the court fails to give such notice, the interpreter shall be paid a flat fee of \$50.00.

The court shall pay interpreters for all minutes of interpreting time, as well as all minutes of interpreter "wait time" if the hearing begins later than originally agreed-upon. However, "wait-time" shall only be paid if the interpreter was available to begin interpreting at the agreed-upon start time.

Example: An interpreter is asked to interpret for a ten-minute hearing beginning at 3:00 p.m. The court calls contacts the interpreter at 3:15, and the interpreter interprets for ten minutes. The court must then pay the interpreter for twenty-five minutes of interpreting.

Example: An interpreter is asked to interpret for a ten-minute hearing beginning at 3:00. At 3:00 the court calls contacts the interpreter and receives no answer. At 3:10 the court calls contacts the interpreter again and the interpreter answers, and the interpreter interprets for ten minutes. The court must pay the interpreter for only ten minutes of interpreting.

Whether utilizing on-site or off-site remote interpreting, the court shall appoint interpreters pursuant to Rule 8.02 of the General Rules of Practice for the District Court. The court will decide when the diligent effort required by the rule has been satisfied.

Any interpreter agency placing an interpreter with the court is expected to understand and adhere to the requirements of Rule 8.02 of the General Rules of Practice for the District Court. When an agency is unable to provide a certified interpreter (for languages where certified interpreters exist) or a non-certified roster interpreter (for all other languages), the agency must provide advance notice to the district court as described in this policy.

~~The courts will make every effort to locate an interpreter qualified pursuant to Rule 8 who can appear in person at the proceeding. The courts will use telephone interpreting, for emergencies and/or as a last resort, applying the diligent search protocol from Rule 8 to the appointment of the telephone interpreter.~~

### C. Miscellaneous Interpreter Policies

#### 1. Professional Responsibility

In accepting court assignments, interpreters agree to abide by all applicable rules of decorum, to dress in appropriate professional attire, to report on time, and to abide by the Code of Professional Responsibility for Interpreters in the State Court System. Payment may be forfeited if the interpreter is found to be in violation of the above.

#### 2. Rights to Translated Documents

The State of Minnesota shall own all rights, title and interest in all materials translated by the interpreter in the course of any court proceeding.

### D. Nature of Relationship to Court

Any interpreter or interpreter agency engaged under this policy is understood by the court to be 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 M.S. 363.073 (Affirmative Action) and M.S. 176.181 (Worker's Compensation) where applicable.

The court further understands that the interpreter, by accepting an assignment, warrants to the court that the interpreter has the proper training, skill and background to perform interpreting services in a competent and professional manner. Upon request, the interpreter agrees to furnish resumes and other information to permit a proper review of the interpreter's qualifications and competency to provide interpreter service to the court.

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.

The court does not guarantee any interpreter a specific number of assignments or a specific amount of income.

Where an interpreter is an employee of a governmental agency, the interpreter represents, by accepting the interpreting assignment, that the approval of the governmental agency has been obtained and that the interpreter has complied with all employment policies of that agency in accepting the assignment.

Where the court has established an employer/employee relationship with certain court interpreters, the Minnesota State Court Human Resource Rules and policies shall apply rather than the provisions of this policy.

## **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

## **VI. REVISION HISTORY**

Policy originally established as Supreme Court Administrative Policy Number 18. The above text includes the first amendments since the origination date. Sections amended:

- A. Scope of Policy, paragraph IV: deleted language referring to Conference of Chief Judges, added "civil and criminal" to first sentence, added "non-court offices... such as", and added "Any decisions... occurred."
- B. Compensation Status, IV(B)(3): added agency obligation to provide advance notice of interpreter status.

- C. Compensation Rate, IV(B)(4)(b): increased payment of sign language interpreters to \$70 and \$55 per hour, from \$50 and \$45.
- D. Court Recess Time for Lunch, IV(B)(6): new paragraph.
- E. Fee Upon Cancellation of Assignment, IV(B)(10): added weekend and holiday language, added “start of assignment” explanation, added entire section on cancellation after the start of assignment, added examples of interpreter availability for reassignment.
- F. Remote Interpreting via Telephone (IV)(C): amended previous per minute rate of \$2.00 regardless of certification status, added cancellation policy, added “wait time” provision, added examples.
- G. Miscellaneous Interpreter Policies, IV(D): deleted section referencing Minnesota Statutes regarding civil cases.
- H. Professional Responsibility, IV(D)(1): added “to report on time” and replaced “payment will be forfeited” with “payment may be forfeited.”
- I. Nature of Relationship to Court, IV(E): added “interpreter agency” to first sentence.

Approval:



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Sue Dosal, State Court Administrator

\_\_\_\_\_  
August 10, 2006

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Date