

7. HIRING COURT INTERPRETERS

7. HIRING COURT INTERPRETERS

Before selecting an interpreter, a court administrator should establish the terms upon which the interpreter will be hired to perform services. In some cases, courts will have an established policy or order on hiring interpreters, which may include the fees that will be allowed and other work requirements. The Advisory Committee has included the Fifth Judicial District Order Establishing Policies for Interpreter Services as a model for other districts to consider. **(See Appendix K.)** If a court does not have a policy or order regarding the hiring of interpreters, the following information may provide some assistance in establishing terms of employment and making hiring arrangements.

A. Types of Employment Arrangements With Court Interpreters

Depending on the demand for interpreter services, the types of interpreter services needed, the court's budget and the experience and administrative capability of court personnel, a court administrator may hire interpreters using different employment arrangements:

- (1) **Interpreter as a Court Employee.** Usually, court interpreters are hired as independent contractors, but if the demand for interpreter services in a particular language is great, e.g., Hmong, it may be more prudent for a judicial district to consider hiring a qualified interpreter as a part-time or full-time employee to work in all counties in the district or in a specific county. (Some judicial districts are considering sharing the costs and services of an interpreter hired as an employee with neighboring judicial districts.) Under these circumstances, counties have found that it is more cost-effective to hire an interpreter as an employee (with benefits) than to pay interpreters or agencies at independent contractor rates. The best practice is for court administrators to hire Minnesota court certified interpreters. Before hiring interpreters for languages in which no certification is available through the Minnesota Court Interpreter Program, the best practice is for court administrators to develop a mechanism to test the individual's ability to interpret in the particular language(s).
- (2) **Independent Contractors or Interpreter Agencies.** Where interpreters in particular languages are only needed from time to time (i.e., not with enough frequency to hire interpreters as employees), court administrators can contract separately and individually with interpreters as independent contractors or courts can use interpreter agencies.

- (a) **Independent Contractor**. Court administrators can enter into separate contracts with individual interpreters for interpreter services. These contracts can be “one-time” contracts for a single court proceeding, or they can be “standing” contracts to provide interpreter services for a period of time, e.g., one year. “Standing” contracts tend to be more effective for interpreters in languages that are more commonplace and whose services are requested more often. Again, courts should implement procedures to ensure that interpreters they contract with are qualified to interpret.
- (b) **Interpreter Agencies**. Interpreter agencies often have extensive contacts with interpreters, either across many languages or in one particular language, who can provide services upon demand. Again, courts can enter into one-time contracts with agencies for a particular proceeding, or the court can enter into a contract that requires the agency to meet the needs of the court in a particular or a range of languages for a period of time and under certain conditions. Additional benefits that agencies can offer, which individual interpreters cannot, include:
- interviewing, training and quality control of interpreters;
 - filling last minute cancellations by an interpreter due to illness or emergency; and
 - rotating interpreters to prevent conflicts of interests and burnout.

B. Terms and Conditions of Interpreter Contracts

Before hiring or contracting with an interpreter or an interpreter agency, the terms and conditions of their employment should be clearly defined. Even if the district or county has a policy, the contract should set forth the terms and conditions under which interpreters may be hired. All contracts should include terms that cover: (1) court rules regarding appointment of qualified interpreters; (2) interpreting rates; (3) a method for calculating interpreter time; (4) expenses; and (5) cancellation fee.

- (1) **Court Rules Regarding Appointment of Qualified Interpreters**. The contract should specify whether the interpreter is a certified court interpreter. If the interpreter is not, the contract should specify if the interpreter is on the Statewide Roster, and should include terms regarding the skills expected of the interpreter. If the interpreter is not on the Statewide Roster, the contract should also include assurance from the interpreter that s/he will abide by the Code of Professional Responsibility.
- (2) **Interpreting Rates**. The contract should specify the compensation arrangement with the interpreter (i.e., hourly pay). Contracts may specify different rates for court-certified interpreters, non-certified interpreters that are on the Statewide Roster, and non-certified interpreters not on the Statewide Roster.

- (3) **Method of Calculating Interpreting Time.** This type of provision can prevent disputes over the time for which interpreters may bill. Examples of issues that can arise include:
- (a) **Portal to Portal.** Will the court pay for the interpreter’s time portal to portal (which means that the interpreter charges the same hourly rate for travel time as for interpreting time)? Or, will the court pay a different hourly rate for travel time than for interpreting time?
 - (b) **Appearance Fees.** Will the court pay interpreters a specific fee for accepting a particular court assignment, regardless of whether the proceeding occurs or the length of the proceeding? Is the interpreter expected to stay in the courthouse after finishing the original assignment, for a certain period of time (e.g., 2-hour minimum)? Would an additional "appearance fee" be paid if the interpreter undertakes a new assignment during the first 2 hours? What increment is additional time billed at (e.g., 15 minutes, 30 minutes, 1 hour)?
 - (c) **Documentation.** Will the court require the interpreter to keep his/her own records or will the interpreter “check in” and “check out” with a court administrator.
- (4) **Expenses.** This provision should specify which expenses will be reimbursed and the rate of reimbursement. For example, will interpreters be reimbursed for mileage, meal expenses, and parking? Will the court pay for certain types of breaks?
- (5) **Cancellation Fee.** This provision should clearly set forth terms for compensation if the court notifies the interpreter that a proceeding is canceled or postponed. It should include the amount of fees that will be paid and the advance notice that is required before a fee will be paid.

B. Other Factors To Consider When Hiring An Interpreter

- (1) **Length of Proceeding.** Accurately gauging the length of time an interpreter will be needed saves the court time and money in the long run. The court should anticipate that an interpreted proceeding will take about twice as long as a non-interpreted proceeding. Court personnel responsible for scheduling interpreters should consult with the judge, staff and sometimes counsel involved in the matter. Once an interpreter has been scheduled for a period of time, courts should not assume that the interpreter will be available if the matter runs longer than scheduled. An interpreter may have scheduled other interpreter appointments or may need to return to another job.

- (2) **Language Requested.** When hiring an interpreter, the court should specify which language is needed, including any possible dialect. If it is not possible to match the exact dialect requested, the court should ascertain whether the person(s) requiring the service can understand the interpreter before the court hires the interpreter. Attached to the Statewide Roster is a list of world languages in which interpreter(s) included on the Statewide Roster are able to interpret. **(See Appendix C.)** The list also includes special information regarding variants of the languages, related dialects and alternate names. For example, there are currently three distinct Chinese dialects, and note that Cambodian interpreters are found under "Khmer Central".

Because of the difficulty in securing interpreters, particularly those who interpret a rarely requested language, courts should hire and schedule interpreters as far in advance as possible.

- (3) **Deaf or Hard of Hearing.** When a deaf or hard-of-hearing individual requests communication assistance for a court proceeding, the court should ask their preference as to the type needed e.g., American Sign Language, tactile (interpretation for deaf-blind individuals), or a signed form of English. Real time captioning is only an option if the participant is proficient in written English, and can speak for themselves. In some cases, a deaf individual with unique communication may need “relay interpreting” – where a certified interpreter who is deaf works in tandem with an interpreter who is hearing to relay information between the deaf individual using the interpreter services and the hearing interpreter. **(See Appendix J, "Court Interpreting for Deaf Persons: Culture, Communication, and the Courts"; pp. J-8 - J-14.)**
- (4) **Team Interpreting.** Team interpreting is an industry standard required in federal court and many states that have court interpreter programs. Team interpreting (for proceedings that run longer than 2 hours) is used to ensure accurate interpretation and reduce fatigue. A team of two well-trained and experienced court interpreters can complete a trial much more quickly, efficiently and more accurately than one overworked interpreter.
- (5) **Evaluation.** As stated in Rule 8.02b, “. . . the presiding judge is primarily responsible for ensuring the competence and qualifications of the interpreter. . . .” However, the preliminary responsibility for screening interpreters for appointment and overall supervision of interpreter services falls to the court administrator. Therefore, a recommended practice for a court administrator would be to evaluate interpreters’ performance periodically to ensure quality control.

8. PRACTICAL SUGGESTIONS FOR WORKING WITH INTERPRETERS

8. PRACTICAL SUGGESTIONS FOR WORKING WITH INTERPRETERS

- Ask the person handicapped in communication and the interpreter about the best seating arrangements.
- Speak directly to the person requiring interpreter services; avoid using such phrases as “Tell her...” or “Ask him...”.
- Focus your attention on the person handicapped in communication, not the interpreter.
- Avoid asking the interpreter his/her opinions; remember, the interpreter must remain impartial.
- Relax and speak at a pace that is natural for you.

More practical suggestions are listed in the article entitled “The Courtroom Interpreter: A User’s Guide and Checklist.” **(See Appendix J, pp. J-6 - J-7.)**