



## 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
<b>Origination Date:</b>	September 4, 2001
<b>Effective Date:</b>	September 1, 2006; August 2, 2010; May 12, 2014; August 15, 2015; July 1, 2017
<b>Revision Date:</b>	August 02, 2010; February 3, 2014, June 16, 2015, June 26, 2017
<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 was revised in 2006 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 District Courts; and (3) all agencies who provide interpreting services to the District 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.
- C. “Diligent Effort”, according to Rule 8.02 of the General Rules of Practice for District Courts; Advisory Committee Comment 2002 Amendment, is defined as “after receiving a request for an interpreter, the court made prompt attempts to hire a *certified* court interpreter.”
- D. “Continuous Assignment” is defined as an assignment that does not qualify for an additional 2-hour minimum payment because it takes place directly after a different assignment with 30 minutes or less time between the assignments.

## 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 judge, other judicial officer, or their designee 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 judge, other judicial officer, or their designee.

## 2. Scope of Work

The judge, other judicial officer, or their designee will determine the number and type of interpreters required for each court assignment.

## 3. Compensation Status

The judge, other judicial officer, or their designee shall appoint interpreters pursuant to Rule 8.02 of the General Rules of Practice for the District Court. The judge, or other judicial officer, or their designee will decide when the diligent effort required by the rule has been satisfied.

Any interpreter agency placing an interpreter with the District Courts 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 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 \$52 per hour.
2. Non-certified Foreign Language Interpreters on the Statewide Roster shall be paid \$42 per hour.
3. Interpreters not on the Statewide Roster shall be paid a maximum rate of \$26 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 \$86 per hour.

2. Sign Language Interpreters who qualify as Certified Deaf Interpreters or CDIs from the National Registry of Interpreters for the Deaf shall be paid a maximum rate of \$86 per hour
3. 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 \$74 per hour.

#### 5. Maximum Rates

The Court Administrator or their designee 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, including Communication Access Realtime Translation (CART) Providers.

#### 6. 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.

#### 7. Court Recess Time for Meals

District Courts will not pay for a meal break that is one hour or less. If the court meal recess exceeds one hour, the interpreter will be paid for any time beyond the one-hour meal break.

#### 8. Travel Time

Courts pay travel time if interpreter distance from the assignment location exceeds 35 miles, one way. Interpreter's home address will be the maximum default starting point for travel unless a different starting point location is approved by the Court Administrator or their designee in advance of the assignment. In accordance with standards of ethical practices, if the starting location is a shorter distance to the assignment than the interpreter's home, the invoice should reflect shorter distance. Interpreters are expected to use internet tools such as Google Maps or MapQuest to determine the most direct route or the route that takes the least time and not rely on a GPS. Interpreter invoices will be randomly audited for compliance with this policy. If travel conditions increase travel time beyond what would otherwise be considered reasonable, it is the responsibility of the interpreter to notify court administration of the additional travel time and reasons for the additional travel time before submitting the invoice.

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 only if the travel time extends beyond the minimum payment time.

Example: An interpreter who lives in Rochester is scheduled for a hearing at 9 am at the Stearns County Courthouse. The interpreter leaves their home at 6:15 am and arrives at the court at 8:45 (2.5 hours travel time). The interpreter signs in at 8:45 and the hearing begins at 9 am and ends at 9:25 am. The interpreter is excused to leave for the day and signs out at 9:30 am (.75 actual daily hours = 2 hour minimum payment). The interpreter drives home and arrives home at 12 PM (2.5 hours of travel time).

The interpreter will be paid as follows:

2.5 hours for travel to court

2 hour minimum payment for actual interpreting time of .75 hours.

1.25 additional hours of travel time paid.

Total payment for assignment = 5.75 hours.

## 9. 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 Administrator or their designee may authorize reimbursement of reasonable expenses. Approval by the Court Administrator or their designee is required prior to incurring any expenses to be billed to the District Courts in connection with interpreter services. The interpreter is expected to submit all pertinent, itemized receipts with their invoice for reimbursement of expenses.

## 10. 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 judge, other judicial officer, or their designee. This provision includes assignments where the interpreter is on call waiting for jury deliberations or other on call situations. An assignment which takes place within 30 minutes of the end time of the previous assignment is considered a continuous assignment and is not eligible for an additional 2-hour minimum payment.

## 11. Fee Upon Cancellation of Assignment

### a. Cancellation Prior To Start of Assignment

The Court Administrator or their designee 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 Administrator or their designee 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 Administrator or their designee has asked the interpreter to report to the courthouse. This does not refer to travel time prior to reaching the courthouse.

When the Court Administrator or their designee 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 Administrator or their designee 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 District Courts 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 consecutive days, and during the assignment the interpreter is told that his/her services are not needed after a certain time, the District Courts must pay the interpreter two full days.
3. If the assignment is scheduled for more than two consecutive days, and during the assignment the interpreter is told that his/her services are not needed after a certain time, the Court Administrator or their designee must give 48 hours cancellation notice from the start of the workday. If the notice is given at the start of the workday, the District Courts 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.

4. If, after the interpreter travels to an assignment that is scheduled for more than 2 hours and the assignment is cancelled or shortened after the interpreter arrives, travel time for the return trip shall be included in the minimum payment due for that assignment.

Example: An interpreter is hired for a full-day hearing (9:00 a.m. – 4:30 p.m.). The interpreter leaves home at 7:30 a.m. and arrives at the courthouse at 8:45 a.m. At 9:00 a.m. they are notified the case has settled and they are no longer needed. The interpreter leaves the courthouse after signing out at 9:15 a.m. The interpreter shall submit an invoice for travel time to the assignment (1 hour 15 minutes) and the time due for the cancelled hearing (8:45 a.m. until 4:30 p.m. less one hour for lunch). Payment for the return travel time is considered included in the hours paid for the cancelled assignment.

- 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 judge, other judicial officer, or their designee.

Example: An interpreter is scheduled for a two-day trial for Tuesday and Wednesday in District Court A. On Monday the Court Administrator or their designee tells the interpreter that the trial has been cancelled. The District Courts will pay the interpreter for the full day Tuesday and Wednesday, and the interpreter must be available to the District Courts 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 District Courts but declined during the time for which payment is owed.

## 12 . 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 District Courts. 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 Administrator or their designee, submit a monthly invoice containing the same information required on the daily state invoice form. All interpreter invoices shall be submitted within 60 days of the completed work.
- c. No invoices may be submitted prior to completion of an assignment.

### B. Remote Interpreting

Remote interpreting is the use of technology, including video and or telephone, to provide interpreter services from a remote location. For standards and procedures concerning remote interpreting, see Minnesota Judicial Branch Council Policy 513 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. Court administration 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 off-site remote interpreting will be paid according to the following rates:

- a. Certified Interpreters                      \$2.25 per minute
- b. Rostered Interpreters                      \$2.00 per minute
- c. Non-rostered Interpreters                \$1.75 per minute

A 15 minute minimum payment will be allowed for off-site remote events. After the 15 minutes minimum time has been met, additional 15 minute increments and two-hour minimum payments do not apply to off-site remote interpreting.

The Court Administrator or their designee shall give notice of cancellation of 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 Administrator or their designee fails to give such notice, the interpreter shall be paid for 15 minutes at the allowable rate per minute.

The District Courts 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 Administrator or their designee contacts the interpreter at 3:15, and the interpreter interprets for ten minutes. District Courts 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 Administrator or their designee contacts the interpreter and receives no answer. At 3:10 the Court Administrator or their designee contacts the interpreter again and the interpreter answers and the interpreter interprets for ten minutes. District Courts must pay the interpreter for only ten minutes of interpreting.

Whether utilizing on-site or off-site remote interpreting, the Court Administrator or their designee shall appoint interpreters pursuant to Rule 8.02 of the General Rules of Practice for the District Court. The judge, other judicial officer, or their designee 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.

### 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 District Courts 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.

District Courts further understands that the interpreter, by accepting an assignment, warrants to the District Courts 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 District Courts.

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 District 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 District 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**

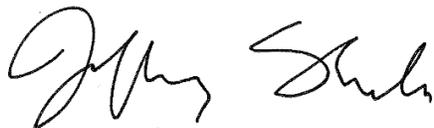
### A. Minnesota Rule of Civil Procedure 43.07

- 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
- F. Judicial Council Policy 513, Court Interpreter Program
- G. State Court Administrator's Policy 513(b), Use of Remote Interpreter Services

## 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.

Approval:



Jeffrey Shorba, State Court Administrator

June 26, 2017

Date