



Minnesota Judicial Branch Policy and Procedures

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Category:	Court Operations
Title:	Court Interpreter Payment Policy
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Contact:	Director, Court Services Division

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. 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 in order 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.

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.~~

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.

~~These policies cover~~ This policy covers interpreting assignments for in civil and criminal court proceedings governed by Rule 8 of the General Rules of Practice for the District Courts and any other case-related interpreting assignment if ordered by the court. These rates and policies do not cover interpreting in situations other than court proceedings. 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.~~

~~For fiscal year 2022 and fiscal year 2023, the interpreter pay rates in this policy are superseded by the August 11, 2021 State Court Administrator Order Regarding Court Interpreter Pay Rates, Administrative Order No. SCA AO 21-2.~~

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. ~~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. “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.~~

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. “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. “Interpreter Resource Management Application”, also known as IRMA², is a web-based application used by the court to communicate information related to work requests and invoicing with interpreters and interpreter agencies 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. ~~Interpreting In Court~~ Eligibility and Need Determinations

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

~~1. Eligibility for Interpreter Services~~

~~a. 1. The judge, other judicial officer, or their designee shall have sole responsibility for determining applicant an individual’s eligibility for interpreter services in accordance with court rule and statute.~~

~~b. 2. Interpreter services shall be provided only to those individuals for whom who have been specifically approved by the judge, other judicial officer has appointed an interpreter, or their designee.~~

~~2. Scope of Work~~

~~3. The judge, other judicial officer, or their designee shall appoint the Interpreter Scheduling Specialist will determine the number and type of interpreters required for each court assignment.~~

~~3. Compensation Status~~

~~a. 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.~~

~~b. The judge, or other judicial officer, or their designee will decide when the diligent effort required by the rule has been satisfied.~~

~~c. 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.~~

~~d. 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.~~

B. 4. Compensation Rate and Expenses

~~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.~~

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

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

~~i. Minnesota Supreme Court Certified Foreign Language Interpreters shall be paid a maximum rate of \$52 per hour.~~

~~ii. Non-certified Foreign Language Interpreters on the Statewide Roster shall be paid \$42 per hour.~~

~~iii. Interpreters not on the Statewide Roster shall be paid a maximum rate of \$26 per hour.~~

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

~~i. 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.~~

- ii. ~~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~~
- iii. ~~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. ~~2.~~ Exceptions to Hourly Compensation 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 languages, or for other special circumstances, including Communication Access Realtime Translation (CART) Providers. Exceptions to the hourly compensation rates in this policy must be requested 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 in advance by an Interpreter Scheduling Specialist Supervisor.~~

6. ~~3.~~ 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. 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.~~

7. ~~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 recess break exceeds one hour, the interpreter will be paid per minute (hourly rate/60) for any time ~~beyond the~~ that exceeds one hour ~~meal break~~.~~

8. ~~Travel Time~~

- a. ~~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.~~
- b. ~~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.~~

- ~~e. 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.~~
- ~~d. Interpreter invoices will be randomly audited for compliance with this policy.~~
- ~~e. 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 their intention to request the additional travel time and reasons for the additional travel time within 24 hours of the start of the assignment.~~
- ~~f. 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.~~

9. 5. Expenses

- a. ~~No m~~Mileage, meals or other expenses will be reimbursed paid at the Federal IRS Mileage Reimbursement Rate allowable on the date of travel, for travel to and from daily assignments.
- b. ~~When an assignment involves overnight stays or special circumstances, the Court Administrator or their designee may authorize reimbursement of reasonable expenses.~~Mileage will be calculated in IRMA. Mileage to multiple assignment locations in the same day will be calculated and paid based on the sequence of assignments. Mileage to and from the interpreter's home between assignments shall only be paid if the time between assignments exceeds one hour and the interpreter returned home between the assignments.
- c. ~~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 Interpreting Scheduling Specialist may approve reimbursement of reasonable expenses due to emergency or unforeseen circumstances including but not limited to weather related conditions or short notice changes in an assignment. 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.
- d. ~~The interpreter is expected to submit all pertinent, itemized receipts with their invoice for reimbursement of expenses.~~ 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 the ~~A~~actual ~~D~~daily ~~I~~interpreting ~~H~~hours performed at that location.

- g. State Court Administration will review and update parking rates annually or more frequently if needed.
- h. ~~Interpreters are expected to retain receipts for parking paid for audit purposes.~~ 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, they are eligible to be reimbursed for meals, lodging, and ground transportation subject to the following requirements:
 - i. 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.
 - ii. All travel expenses must be requested by the interpreter, approved by the Interpreter Scheduling Specialist in advance of the assignment, and documented in IRMA before the travel occurs.
 - iii. Interpreters must provide receipts in IRMA to receive reimbursement compensation for these expenses.

10. C. Assignments and Cancellations

- a. 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 designated court interpreter contact.
- b. ~~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.~~
- 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. ~~This provision includes assignments where the interpreter is on call waiting for jury deliberations or other on-call situations. 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.~~
 - c. ~~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

- a. 3. Cancellation Prior To Start of Assignments of One Day or Less
 - i. ~~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 through IRMA or written communication such as email.~~
 - ii. ~~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.~~
 - iii. ~~“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.~~
 - iv. ~~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 minimum fee and any additional interpreting time agreed to in the original assignment.~~
 - v. ~~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.~~
 - vi. ~~Interpreters must be available for reassignment as described in Section A (11.c.) of this document.~~
- 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.

b. 4. Cancellation After the Start of Multi-Day Assignments

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

- ~~i. 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.~~

- ~~ii. 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.~~
- ~~iii. 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.~~

- ~~iv. 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.~~

- 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.
- e. Payment of the fee for cancelled assignments (whether cancelled prior to or after the scheduled start time) shall be subject to the following conditions:
 - i. ~~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 assigned time 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 7 hours for each day.) District Court A later asks the interpreter to appear for a 2-hour assignment on Wednesday. The interpreter must drive 2 hours each way. Both the in-court assignment and the 4-hour drive time are included in the 7-hour cancellation payment.~~
 - ii. ~~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.~~

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.

12. D. Invoicing Court Interpreter Time

- a. 1. Upon arrival for a court proceeding, the interpreter shall sign in to the assignment and sign out of the assignment using the on-line IRMA application. If they are unable to access IRMA, they must check in with the Court Administrator's office, and check out before leaving. 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.
- ~~e.~~ b. 2. The invoice will be generated by the IRMA application following each assignment based on the interpreter profile information in IRMA and specific assignment details. 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.
- ~~d.~~ 3. The interpreter or interpreter agency will receive email notification when an invoice is ready for their review in IRMA.
- ~~e.~~ 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.
- ~~f.~~ 4. 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.

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~~

- ~~a. 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.~~
- ~~b. 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.~~
- ~~c. 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~~

- ~~a. 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 and Procedures 5-13(b); Use of Remote Interpreter Services.~~
- ~~b. The interpreter is not required to travel to a designated location to conduct interpreting.~~
- ~~c. 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:
 - ~~i. Certified Interpreters _____ \$2.25 per minute~~
 - ~~ii. Rostered Interpreters _____ \$2.00 per minute~~
 - ~~iii. Non rostered Interpreters _____ \$1.75 per minute~~~~
- ~~d. 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.~~
- ~~e. 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.~~
- ~~f. 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.~~

~~g. 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.~~

~~h. 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~~

~~E. Professional Responsibility~~

~~1. In accepting court assignments, interpreters agree to abide by this policy, 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.~~

~~2. Payment may be forfeited if the interpreter is found to be in violation of the above.~~

~~D. F. Nature of Relationship to Court~~

~~1. 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 Minn. Stat. § 363.073363A.36 (Affirmative Action) and Minn. Stat. § 176.181 (Worker’s Compensation) where applicable.~~

2. ~~District Courts further understand that~~ The interpreter, shall not accept by accepting an assignment, unless 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 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. ~~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.~~
6. ~~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.~~ 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.

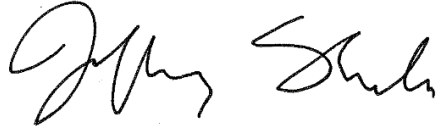
V. RELATED DOCUMENTS

- 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. State Court Administrator Policy and Procedures 513(b); Use of Remote Interpreter Services
- H. 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. 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

August 11, 2021

Date

DRAFT