

COURT INTERPRETER MANAGEMENT PLAN

UNITED STATES DISTRICT COURT FOR THE WESTERN DISTRICT OF NORTH CAROLINA



April 2008 Edition

**COURT INTERPRETER MANAGEMENT PLAN
TABLE OF CONTENTS**

SECTION	TITLE	PAGE
I.	Preamble.....	<u>1</u>
II.	Professional Ethics.....	<u>2</u>
III.	Standards for Performance and Professional Responsibility.....	<u>3</u>
IV.	Objectives of Plan.....	<u>4</u>
V.	Applicability of Plan.....	<u>4</u>
VI.	Supervision.....	<u>5</u>
	Duties of Court/Contracting Officer or Deputy Clerk	
VII.	Types of Court Interpreters.....	<u>6</u>
	Certified Interpreters.....	<u>6</u>
	Professionally Qualified Interpreters.....	<u>7</u>
	Language Skilled Interpreters.....	<u>7</u>
VIII.	Definitions.....	<u>8</u>
	Contracting Officer.....	<u>8</u>
	Contract Court Interpreter.....	<u>8</u>
	Court Interpreters Act.....	<u>8</u>
	Consecutive Interpretation.....	<u>8</u>
	Simultaneous Interpretation.....	<u>8</u>
	Sight Translation.....	<u>8</u>
	Translation.....	<u>8</u>
	Transcription.....	<u>8</u>
	Team Interpreting.....	<u>9</u>
IX.	Contract Interpreters.....	<u>9</u>
	Contract Interpreter Services Term and Conditions	
	Compensation.....	<u>9</u>
	Current Fees for Interpreting Services.....	<u>9</u>
	Payment When Not Used.....	<u>10</u>
	Payment on Late Cancellation.....	<u>10</u>
	Dual Compensation.....	<u>10</u>
	Payment While in Travel Status.....	<u>10</u>
	Processing of Payment.....	<u>11</u>

	The Contract Day.....	<u>11</u>
	Starting Time.....	<u>11</u>
	Preparing Vouchers.....	<u>12</u>
	Breaks and Meal Periods.....	<u>12</u>
	Processing of Payment	
X.	Work Standards.....	<u>13</u>
	Soliciting Work.....	<u>13</u>
	Personal Appointments.....	<u>13</u>
	Vacations.....	<u>13</u>
	Social Engagements/Errands.....	<u>13</u>
	Emergencies.....	<u>14</u>
	Punctuality.....	<u>14</u>
	Dress Standards, the Courtroom.....	<u>14</u>
	Dress Standards, Other.....	<u>14</u>
XI.	Interpreter Assignments.....	<u>15</u>
	Assignment Procedure.....	<u>15</u>
	Interpreter Availability, Spanish.....	<u>15</u>
	Interpreter Availability, Other Languages.....	<u>15</u>
	The Work Assignment.....	<u>16</u>
	Availability for Reassignment.....	<u>16</u>
	Lengthy Proceedings.....	<u>16</u>
	The Trial.....	<u>16</u>
	Identification.....	<u>17</u>
	Communication.....	<u>17</u>
	Listening Assisted Equipment.....	<u>17</u>
	When Appointments Are Not Kept.....	<u>17</u>
	Grievance Procedures.....	<u>17</u>
XII.	Document Translation.....	<u>18</u>
XIII.	Tape/CD Transcription/Translation.....	<u>18</u>
XIV.	Interpreter Referrals to Other Offices.....	<u>18</u>

SECTION I - PREAMBLE

The United States District Court for the Western District of North Carolina, provides interpreting and translating service for all criminal matters instituted by the United States that require the use of a language other than English, including American Sign Language. Interpreters are routinely provided for non-English-speaking defendants during pretrial and probation interviews, to interpret for defense counsel before, during, and after court proceedings, to interpret for defense witnesses, and to interpret the proceedings to defendants in court. Sight-translation of relevant documents is also made available to each of these entities as needed. Contract interpreters may also provide written translation service to the court and other agencies when not on an interpreting assignment.

As part of this Court Interpreter Management Plan, the United States District Court for the Western District of North Carolina maintains information on applicable policies and procedures on the court's [Internet home page](#) and on the court's internal Intranet home page. This information is found under the [Court Interpreter's Page](#) and may be accessed by court personnel, interpreters, attorneys, and the public at large. Orientation materials, forms for contract interpreters, and Judiciary Staff Travel Regulations are available for viewing and printing. The pages also contain the court's local roster of interpreters, in order to facilitate access to qualified interpreters to other courts, agencies, law firms, and the public at large.

SECTION II - PROFESSIONAL ETHICS

Ethics and the Court Interpreter

All contract court interpreters, regardless of certification, are appointed to serve the court pursuant to 28 U.S.C. § 1827. The very function of court interpreters takes them into a realm of privileged information, known only to the principals in a criminal court proceeding, when defendants or witnesses require languages other than English. They are there at the time of attorney-client conferences. They are there at the moment of defense strategy planning sessions. They are in the courtroom and listen to the testimony of all witnesses. They translate evidentiary material for the prosecution and for the defense. They are in possession of information gleaned from both sides of the adversarial system, yet, they are not part of the adversarial system. When interpreters are sworn in they become, for the duration of the assignment, officers of the court. They are sworn to respect the privileged nature of all attorney-client communication as well as the need to maintain the secrecy of a grand jury proceeding. They are sworn to avoid even the very appearance of partiality by not engaging in casual conversation with defendants, witnesses, and jurors. The role of the interpreter in the criminal justice system is one of trust which carries with it a heavy moral responsibility.

In their capacity as officers of the court, contract court interpreters are expected to follow the Standards for Performance and Professional Responsibility for Contract Interpreters in the Federal Courts. While many ethical decisions are straightforward, no oath or plan can foresee every conceivable scenario. This Court Interpreter Management Plan is therefore intended not only to set forth fundamental ethical precepts for court interpreters to follow, but also to encourage them to develop their own, well-informed ethical judgment. It is the duty of every court interpreter to be fully aware of every section of the plan. Adherence to ethical behavior is essential not only for the individual court interpreter but also for the profession itself. Failure to abide by these ethical standards will put at risk the professional reputation of the interpreter and will put in jeopardy the interpreter's association with the United States District Court for the Western District of North Carolina.

SECTION III - STANDARDS FOR PERFORMANCE AND PROFESSIONAL RESPONSIBILITY FOR CONTRACT INTERPRETERS IN THE FEDERAL COURTS

1: Accuracy and Completeness

Interpreters shall render a complete and accurate interpretation or sight translation without altering, omitting, or adding anything to what is stated or written, and without explanation.

2: Accurate Representation of Credentials

Interpreters shall accurately and completely represent their certifications, training and pertinent experience.

3: Impartiality and Avoidance of Conflicts of Interest

Interpreters shall be impartial, unbiased and shall refrain from conduct that may give an appearance of bias. Interpreters shall disclose and real or perceived conflict of interest.

4: Protocol and Demeanor

Interpreters shall conduct themselves in a manner consistent with the standards of the court, and shall perform their duties as unobtrusively as possible.

5: Confidentiality

Interpreters shall keep confidential all matters interpreted and all conversations overheard between counsel and client. Interpreters should not discuss a case pending before the court.

6: Restriction of Public Comment

Interpreters shall not publicly discuss, report, or offer an opinion concerning a matter in which they are or have not been engaged, even when that information is not privileged or required by law to be confidential.

7: Limitations of Practice

Interpreters shall limit themselves to interpreting and translating and shall not give legal advice, express personal opinions to individuals for whom they are interpreting, or engage in any other activities which may be construed as the practice of law.

8: Impediments to Performance

Interpreters shall report to the proper judicial authority any effort to impede their performance with this these Standards, including interpreter fatigue, in ability to hear, or inadequate knowledge of specialized terminology, and must decline assignment under conditions that much such compliance impossible.

9: Duty to report Ethical Violations

Interpreters shall report any effort to impede their compliance with any law, any provision of these Standards, or other official policy governing court interpreting and legal translating.

SECTION IV - OBJECTIVES OF PLAN

The objectives of the Courter Interpreter Management Plan are as follows:

- To protect the constitutional rights of criminal defendants with the assistance of a court interpreter for non-English speakers.
- To ensure due process in all phases of litigation for non-English speakers.
- To effectively and efficiently manage daily contract court interpreters with proper supervision and procedural systems.
- To ensure the contracting and assignment of federally certified interpreters of Spanish, Navajo and Haitian Creole.
- To ensure the contracting and assignment of otherwise qualified interpreters of non-certified languages.
- To promote the philosophy that court interpreters are not part of the adversarial system but serve the court as impartial interpreters.
- To enhance the efficient operation of the court.
- To serve as a basis for education and training for interpreters and other legal professionals.

SECTION V - APPLICABILITY OF PLAN

This plan shall be applicable to all court interpreters whether daily contract, certified and otherwise qualified.

SECTION VI - SUPERVISION

Duties of Court/Contracting Officer or Deputy Clerk

The Clerk of Court shall designate the deputy clerks whose duties and responsibilities are to perform all functions set forth in the Plan including but not limited to:

- Maintaining the local roster of certified and otherwise qualified contract interpreters of all languages available for daily contract work.
- Maintaining pertinent information re: interpreter policies and procedures on the court's Internet and Intranet home pages.
- Engaging the services of contract interpreters through approved procurement methods and maintaining contractor procurement files.
- Distributing proper reference material and procedures to all contract court interpreters.
- Providing orientation and/or training to contract interpreters, and providing information and guidance on interpreting and translating to court personnel, attorneys, and the public at large.

SECTION VII - TYPES OF COURT INTERPRETERS

Whereas interpreters may represent any number of languages, for purposes of the Plan they are classified into three groups:

1. Certified Contract Interpreters

Because certified interpreters have passed the Administrative Office Certification Examination, they must be given the first opportunity to provide services to the court. To date, certification programs have been developed from Spanish, Navajo, and Haitian-Creole. In these languages, the courts will select interpreters who have met the Administrative Office's criteria from certification if the judge determines that certified interpreters are reasonably available.

The [Spanish-English Federal Court Interpreter Certification Examination](#) is administered in two phases. Candidates must pass the written exam in order to qualify to take an oral examination. The oral examination measures a candidate's ability to accurately perform simultaneous as well as consecutive interpretation and sight translations as encountered in the federal courts.

Federally certified interpreters of Spanish, Navajo and Haitian Creole serve the court as needed. They work on a daily contract basis and are paid from the fund centrally held by the Administrative Office of the United States Courts for contract court interpreting. When contracted by the U.S. Attorney's Office, the Bureau of Prisons, CJA appointed counsel, or other agencies, payment is handled directly by the interpreter and the respective agency or individual.

For other languages, individuals may contact the federal court to determine if that court has a need for the language of expertise. The [local federal court](#) will determine on a case-by-case basis whether the prospective interpreter is either professionally qualified or language skilled. In languages other than Spanish, Navajo and Haitian-Creole, interpreters are designated as:

- Professionally qualified and
- Language skilled.

2. **Professionally Qualified Interpreters**

To be considered as professionally qualified interpreter, an individual must submit a resume to the court, detailing education, training, experience, current telephone number, email and mailing address, and when applicable, membership accreditations as described below.

There are two ways in which one can be designated as professionally qualified. Individuals who can demonstrate to the local court that they are eligible in either of these two ways can be classified as “professionally” qualified.

1. Previous employment as a conference or seminar interpreter with any United States agency or with the United Nations or a similar entity may be deemed professionally qualified if the condition for employment includes successfully passing an interpreter examination; or
2. Membership in good standing in a professional interpreter association that requires:
 - a. a minimum of 50 hours of conference interpreting experience in the language(s) of expertise and
 - b. the sponsorship of three active members of the same association who have been members for at least two years and who language(s) are the same as the applicant’s, and who will attest to having witnessed the applicant’s performance and to the accuracy of the statements on the application.

3. **Language Skilled Interpreters**

Interpreters who are not certified (Spanish, Navajo, or Haitian-Creole) or considered professionally qualified, as described above, but who can demonstrate to the satisfaction of the court their ability to effectively interpret from the foreign language into English and vice versa in court proceedings, can be classified as “language skilled” interpreters.

Certified and professionally qualified interpreters are paid at a higher rate than language skilled interpreters.

SECTION VIII - DEFINITIONS

“**Contracting Officer**” refers to the person with authority to enter into, administer, and/or terminate contracts and make related determinations and findings. The term includes authorized representatives of the Contracting Officer acting within the limits of their authority as delegated by the Contracting Officer (or Deputy Clerk).

“**Contract Court Interpreter**” as referred to in the plan is a freelance interpreter and not a judiciary employee, who has been determined by the court, in accordance with 28 U.S.C. § 1827, to have the requisite knowledge, skills and abilities to provide interpreting, including sight translation, in languages specified in this contract.

“**Court Interpreters Act**” The Court Interpreters Act, 28 U.S.C. § 1827 is the governing document that outlines the Judiciary’s responsibilities, procedures and policies for the selection, procurement and use of interpreters.

“**Consecutive Interpretation**” means interpretation which requires the interpreter to listen, comprehend, translate, and reproduce the original message after the speaker or signer pauses such as in the “question and answer” mode in which the speaker completes his statement and the interpreter begins to interpret after the statement is completed. The consecutive mode is used with non-English speaking parties on the witness stand.

“**Simultaneous Interpretation**” means the instantaneous oral reproduction of speech from one language to another. This requires the interpreter to listen, comprehend, translate, and reproduce a speaker’s or signer’s message while the speaker or signer continues to speak or sign, typically lagging a matter of seconds behind the speaker’s or signer’s communication. The simultaneous mode is used by interpreters when interpreting all that is said in courtroom proceedings for non-English speaking defendants.

“**Sight Translation**” is the oral rendition of the text of a written document. The interpreter first reviews the original text, then renders it orally into the other language. Sight translation is distinguished from ordinary translation in that it is done on sight (upon reading) the parallel text is spoken verbally, not prepared in writing, without the pressure of immediate delivery.

“**Translation**” refers to the transference of the full meaning of a written text from one language to another.

“**Transcription**” means setting down in written form a message that was originally in spoken form. In the event that the court requests transcription of original words spoken on tape or other audio evidentiary material, there generally is also a need for a translation into English of the transcription.

“**Team Interpreting**” refers to two or more interpreters working together as a team to ensure the sustained accuracy of interpretations in longer or more complex proceedings. The teams members generally have agreed on the intervals for switching the role of a primary interpreter. The other interpreter assumes a supporting role and continues to follow the proceedings in order to provide the appropriate level of continuity when the task as primary interpreter is rotated.

SECTION IX - CONTRACT INTERPRETERS

Contracting for court interpreter services is a procurement program under the Special Delegation Programs described in the Guide to the Judiciary Policies and Procedures, Volume 1, Chapter 8, Part C. Courts are required to follow the policies and procedures required under this program when obtaining contract court interpreter services. The Contract Court Interpreter Services Terms and Conditions document, issued each fiscal year by the United States District Court and the United States Probation Office, must be signed by the contract interpreter and kept in the court’s Interpreter file. This signed document, along with the Invoice for Interpreter Services and the Judiciary Staff Travel Regulations, constitutes the contract between the interpreter and the court. All documents referred to above are available on the court’s [Internet home page](#) under the [Court Interpreter’s Page](#).

Compensation

The rates for interpreting services are established by the Director of the Administrative Office of the United States Courts, and will be in effect unless otherwise increased.

(Fees effective January 2, 2008)

Certified and Professionally Qualified Interpreters:

- Full Day: \$376
- Half Day: \$204
- Overtime: \$53 per hour or part thereof

Language Skilled (non-Certified) Interpreters:

- Full Day: \$181
- Half Day: \$100
- Overtime: \$31 per hour or part thereof

The half-day rate is paid for services up to and including four (4) hours in one day, and the half-day rate is paid for services in excess of four (4) hours up to and including eight (8) hours in one day. Overtime/hourly rates apply only if the workday exceeds eight (8) hours (or 4 hours, if an afternoon-only assignment), not including meal periods and breaks. The fee paid for interpreting services is in addition to payment for travel time, mileage, and parking, if applicable.

The court will issue payment within 30 days of the submission of a proper invoice.

Payment When Not Used

Other than for a trial, an interpreter contracted for a single matter is generally deemed to have been contracted for a half day and shall be available for the entire half day. An interpreter who is contracted for a single matter and appears at the courthouse but is not used shall be compensated for a minimum of a half day and should be available for reassignment for the half day or until excused by court.

Payment on Late Cancellation

If the contract court interpreter receives notice of cancellation of a court proceeding at least 24 hours prior to the scheduled proceeding, not counting weekends or federal holidays, no cancellation fee will be paid. If the contract court interpreter is notified of the cancellation less than 24 hours before the scheduled proceeding, not counting weekends or federal holidays, the court will compensate the interpreter with a cancellation fee equal to the applicable half or full day rate. The contract interpreter shall have the option of accepting such compensation and being available on-call for the duration of the assignment, or until excused by the court, or of waiving all due compensation and taking advantage of other work opportunities.

Dual Compensation

A contract court interpreter may not charge any other federal court unit, federal public defender, or CJA panel attorney for any services rendered during the same period for which the contract court interpreter is being compensated by the court, and may not work for nor receive compensation from private counsel during time concurrent with the court-paid day or half day. Compensation for two separate half days of service to any of the entities above must be billed not to exceed the full-day cap set by the Director, plus overtime, if any. Nothing in this section prohibits a contract interpreter from accepting the offer of work from private counsel or other agencies or individuals at any other time.

Payment While in Travel Status

No payment will be provided for travel time for travel within the local commuting area of the court location in which the contract court interpreter is working. The local commuting distance to the courthouse(s) has been set by the court at 30 miles, one way. Travel expenses (travel time, mileage, parking) will not be paid unless the court interpreter's residence is at least 30 miles from the court location. The Director's fee schedule covers travel expenses for local travel, mileage, and parking.

When a contract court interpreter is required to travel to a court location that is beyond the local commuting distance to the courthouse from the interpreter's residence, or between a courthouse and other authorized location, time in travel is counted from the time the interpreter leaves the residence

or other authorized location until arrival at the court location, and from the time the interpreter leaves the court location until arrival at the residence or other authorized location.

If the travel time and service time for the same day exceed four (4) hours, the applicable full-day rate will be paid for that day, plus overtime for each hour or fraction thereof over eight (8) hours, if any. If an afternoon-only assignment, the applicable half-day rate will be paid, with travel time and overtime accruing after four (4) hours. Two half days accrued by a contract court interpreter in any of the situations discussed in this section shall be paid at the rate of the applicable full-day rate.

Processing of Payment

Contract Interpreters should submit their Invoice for Interpreter Services to the contracting courtroom deputy for review and certification that services were rendered. All obligations are then processed from funds allotted from the judiciary's centralized appropriation for contract court interpreting. In general, interpreter appearances in the courtroom for the benefit of the defendant or a defense witness as well as interviews with pretrial services and probation are billed on the Invoice for Interpreter Services, available on the [Court Interpreter's Page](#) on the Internet. Most interpreting assignments at detention centers or other off-site locations, and other services provided to members of the federal Court-Appointed Counsel (CAC) panel and to the Federal Public Defender's Office, not incident to a court proceeding on the same half or full day, and not for the purposes of sight-translating a presentence report, are payable by Criminal Justice Act (CJA) funds or funds appropriated for defender services. When contracted by the U.S. Attorney's Office, the Bureau of Prisons, or other agencies or individuals, payment is handled directly by the interpreter and the respective agency or individual.

The Contract Day

The following are specific guidelines to which the United States District Court services will adhere in determining appropriate compensation for contract interpreters paid on a per diem basis.

Starting Time

An interpreter who is contracted and agrees to provide service or to be available on site to provide services for the full or half day generally will arrive 10 minutes prior to the courtroom proceeding. Thus, a Spanish language interpreter assigned to a matter which is scheduled for a 10:00 a.m. court appearance will begin the day at 9:50 a.m., and will be available to provide additional service until the scheduled time of the assignment. The arrival time for all other language interpreters may vary and will be dictated by the needs of the court. Interpreters of all languages contracted to detention center interviews at 10:00 a.m. or before may begin their contract at the appointed time at the location indicated.

Preparing Vouchers

Compensation for contracted service will require the contract interpreter to prepare and submit the proper claim form in order to receive payment for services rendered. The Invoice for Interpreter Services form requires certification of attendance (signature by the person receiving the service). Interpreters in travel status should show their start and ending times as set forth in the paragraph above, "Payment While in Travel Status." Any claims for parking reimbursement while in travel status must be accompanied by dated receipts, and any mileage claimed must be clearly indicated on the Invoice for Interpreter Services. A computer-generated print-out from Mapquest or similar program must be attached to the completed claim form to substantiate the claim for mileage and travel time. Incomplete claim forms will be returned to the contract interpreter for re-submission.

Breaks and Meal Periods

Although there are traditional break periods observed by most courts during mid-morning and mid-afternoon in addition to the usual lunch period, the work day of the court interpreter may vary from day to day or even from one courtroom to the next. The interpreter's work day is unpredictable, with frequent periods of waiting "on call" and other periods of intense work. There are no predictable breaks, and any rest periods are at the pleasure of the individual judges. The lunch period itself is variable and will always be subordinate to the work schedule. Interviews are not always over by 12:00 p.m. Some courts may elect to go beyond the noon hour. The demand for interpreter service during the noon hour, in certain instances, may require interpreters to take an abbreviated lunch period. These situations are the exception, however, and the daily lunch period for interpreters will vary.

The End of the Contract Day

The contract interpreter can normally expect to be excused sometime prior to 6:00 p.m. The interpreter, however, may not unilaterally determine the end of the working day. The end of the contract day will be determined by the needs of the court. Each contract interpreter will be excused by the courtroom deputy after a determination has been made that the needs of the court have been met for that day. The interpreter actually in court in the late afternoon will not have completed his/her contract day until the matter to which he/she was assigned has been heard and/or until that court has been adjourned. No interpreter may abandon his/her assignment before adjournment or without being excused by the court. Interpreters assigned to trial in pairs are both to remain in court until adjournment or until excused by the court. Neither has authority to excuse the other.

SECTION X - WORK STANDARDS

Soliciting Work

All requests for interpreter services made by the clerk's office are scheduled by the courtroom deputy or other contracting officer. Independent soliciting of work from court-related agencies and attorneys and/or any attempt to solicit favoritism from them while working for the court is prohibited, and such practice may result in a termination of future contracts with the court.

Personal Appointments

There are many reasons why a contract interpreter might not be able to satisfy a full day's obligation. Among these reasons are medical and dental appointments, school and family obligations, problems relating to children and their day-care, and others. Contract interpreters are advised not to seek nor to accept a full day's assignment when it is known in advance that they will not be able to work a full eight-hour day. A contract interpreter should never plan to work an abbreviated day. It will be regarded as a breach of professional behavior to make a last-minute announcement of an appointment and to ask to be excused before the end of the court day. The courtroom deputy should be made aware as early as possible of any anticipated absence.

Vacations

The contractor interpreter, like other independent contractors, may unilaterally elect when to take vacations or to be unavailable for work. Vacation plans and other periods of unavailability should be announced in advance and should be communicated to the Clerk's Office. This will help avoid any disruption in the daily scheduling of interpreters.

Social Engagements/Errands

The contract interpreter should not ask to be excused early in order to attend a social engagement or to do a routine personal errand that is not of an emergency nature.

Emergencies

The possibility of an unforeseen emergency always exists. If, during the course of the work day the contract interpreter is notified of an unexpected situation that requires his/her immediate attention, the court will cooperate fully. The courtroom deputy should be immediately apprised of the unanticipated crisis in order to make a substitute assignment.

Punctuality

Punctuality is a vital factor in the administration of justice system, and the interpreter is expected to contribute to the orderly functioning of the court by regularly being on time to the courthouse as well as to the courtroom. Interpreters should plan on arriving at the designated location, whether courtroom or off-site, at least 10 minutes prior to the start of the assignment. An interpreter who arrives at precisely the starting time set for the assignment is late by definition. If a court hearing or other assignment has to be continued due to the tardiness of the interpreter, no compensation will be due.

Dress Standards, The Courtroom

The interpreter shall conform to a professional standard of dress. Casual clothes that would be appropriate in another setting are not acceptable in the courtroom. Keeping in mind that an interpreter assigned to work in a detention center may be called for an assignment that could include a court appearance, and he/she should always be properly attired and prepared for work in court.

Dress Standards, Other

The interpreter assigned to an interview at the county jail, or other federal holding center, enters a facility under the supervision of the Bureau of Prisons. The dress concerns have less to do with decorum than with protecting the basic security of the prisoners being housed there and of the personnel who work there. The Lobby Officer and the Visiting Room Officer may determine when clothing is questionable.

SECTION XI – INTERPRETER ASSIGNMENTS

Assignment Procedure

The interpreting assignments offered to daily contract interpreters are based on two primary factors: 1) the best financial interest of the court, and 2) the dependable commitment and availability of the contract interpreter. Other factors, however, may also be considered in the offer of work assignments to contract interpreters. A specific area of language expertise, the continuation of a previous assignment, or prior experience on the part of a particular interpreter with a particular witness or defendant may also influence the assignment procedure.

Interpreter Availability, Spanish

Given the large geographical area of the Western District of North Carolina, and the scale of the court's Spanish language requirements, there is daily need for federally certified contract interpreters.

Despite the unpredictability of the court's interpreter needs, there are those contract interpreters of Spanish who make themselves available to the court on a predictable basis. Whereas it is in the best interest of the court to have as large a group of Spanish interpreters available for work as possible, the court cannot guarantee daily contract employment to all interested interpreters. Accordingly, this most-predictable group of Spanish interpreters will share in the available contract work on a rotational basis as determined by the Court. No interpreter may regard the assignment of this contract work as his or her right based on length of association with the court as an outside provider.

The majority of federally certified interpreters of Spanish in the greater Charlotte area are contracted daily by the Superior Court or other agencies, both state and federal. Their availability to the United States District Court is unpredictable and is influenced by the needs of the Superior Court and other work offers. The District Court extends periodic contract work opportunities to this work force, as needed, to maintain a professional association with this larger pool of working contract interpreters.

Interpreter Availability, Other Languages

All interpreter services in languages other than Spanish are provided by daily contract interpreters who serve the Superior Court and other agencies, as well as the United States District Court. All work assignments are determined by the courtroom deputy's ability to make contact with the interpreter and the interpreter's availability for work on a specific date and time.

The Work Assignment

Once the contract interpreter accepts the contract to provide service on a particular date, no specific work assignment within that contract day or half day may be refused. No work assignment may be exchanged or traded with another interpreter. Every attempt will be made to maintain a continuity of interpreter personnel with the same trial or with the same witness. These intentions notwithstanding, exigent circumstances may require substitution and/or reassignment. In this light, it is not expedient for the interpreter to become attached to or proprietary with respect to any court, courtroom, defendant, witness, or proceeding.

Availability for Reassignment

All contract interpreters should notify the courtroom deputies of their availability for reassignment when their scheduled court matters are canceled and/or continued. When not on assignment, contract interpreters may notify the court via [email](#) of availability.

Lengthy Proceedings

It is the policy of the court to assign interpreters to trial or to lengthy motions in pairs so as to reduce the element of interpreter fatigue and the consequent possibility of error. It is expected that the interpreters so assigned will rotate throughout the entire course of the trial or lengthy hearing. The interpreter not actively interpreting may not leave the courtroom during his/her recovery period. Professional responsibility dictates that the interpreter not actively interpreting be available at all times for any attorney-client communication that might be required. If water is desired, the interpreter may avail him/herself of the water that is provided at counsel table, or bring in their own bottled water. Any other personal need is to be met during the regular morning or afternoon recess of the court or during the lunch break.

The Trial

Trial work should only be undertaken by the contract interpreter with the clear understanding that it entails an unqualified commitment to the proceeding for the entire court day to the moment of adjournment, and for the entire duration of the trial unless other arrangements have been made in advance with the courtroom deputy. After the start of the trial, and barring any unforeseen personal emergency, the contract interpreter so assigned is expected to give uninterrupted service during the entire trial to its ultimate conclusion. Those interpreters who have prior obligations to other courts are to make those obligations known to the courtroom deputy before accepting the trial assignment.

Identification

Interpreters who are admitted to the panel of contract interpreters are subject to a background check by the United States Marshals Service, and are subject to a FBI fingerprint check. All contract interpreters assigned by the courtroom deputy are to carry identification when appearing in court or providing interpreter service in an official capacity. An interpreter who lacks the proper identification when approaching a defendant in custody is apt to be questioned by a Deputy U.S. Marshal.

Communication

The courtroom deputy depends on timely communication from all sources regarding the need for interpreter service. An indispensable element in the communication network is the court interpreter him/herself. A critical facet of the courtroom assignment is to communicate to the courtroom deputy any continuances and future dates for appearance before the court. Frequently, the continuance is for a later hour on the same day. In such instance, the individual interpreter may be asked to appear at a different hour, and the contract court reporter should immediately notify the courtroom deputy of any scheduling conflict.

Listening Assisted Equipment

The use of listening assisted equipment will be at the discretion of the assigned interpreter. Contract Court Reporters may opt to bring in their own receiver-headsets for non-English-speaking defendants and witnesses or by the hearing impaired in hearings before the court. Use of equipment gives the non-English-speaking listener optimum reception and allows the interpreter to maintain a correct distance from the defendant to counter the possibility of being mistakenly perceived as other than impartial officers of the court.

When Appointments Are Not Kept

On occasion, an attorney, probation or pretrial services officer may fail to keep an appointment for an interview at a detention center or other holding facility. The interpreter should contact the attorney, probation or pretrial services officer for further instructions after 15 minutes of waiting.

Grievance Procedures

Periodically, issues or concerns in the workplace may arise. The Clerk of Court is available to discuss any issue or concern that may surface.

SECTION XII – DOCUMENT TRANSLATION

Written translation work is generally related to either the prosecution or the defense of a case. As a result, compensation for this type of work is payable from Department of Justice funds if needed by the prosecution, or, if requested by the defense, from Criminal Justice Act or other defender funds. The use of the centralized authorization for court interpreting is not appropriate for payment of document translation. If a non-English-speaking defendant or other participant in a court proceeding needs to be advised of the content of an English-language document, this should be done by means of a sight translation, where an interpreter orally renders the document into the foreign language.

SECTION XIII – TAPE/ CD TRANSCRIPTION/TRANSLATION

Tape/CD transcription and translation is also related to the prosecution or defense of a case, and, as a result, the work performed is paid for by the party ordering the transcription/translation.

SECTION XIV – INTERPRETER REFERRALS TO OTHER OFFICES

With a roster of professional interpreters in several languages, the Clerk’s Office is a resource for law offices, governmental agencies and private individuals and agencies in need of interpreters. The court’s local roster of interpreters will be made available on the [Court Interpreter’s Page](#) on the Internet.