

Court Interpreter Management Plan

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA



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Date Amended by the Court: January 10, 2006

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MISSION STATEMENT



he interpreter services department of the United States District Court, Central District of California, provides interpreting and translating services to the court and to other court-related agencies.

The principal mission of the department is to ensure that interpreters are provided for all criminal and civil matters instituted by the United States that require the use of a language other than English, including American Sign Language and CART (Communication Access Realtime Translation). 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. Staff interpreters provide written translation services to the court and other agencies when not on interpreting assignments. As one of the national providers of telephonic interpreting through the Telephone Interpreting Program (TIP), the department also services the interpreter needs of many other judicial districts in the United States.

As part of its mission, the department maintains information on applicable policies and procedures on the court's Internet home page (www.cacd.uscourts.gov) and on the court's internal Intranet home page. This information is found under "General Information," and may be accessed by court personnel, interpreters, attorneys, and the public at large. Orientation materials and forms for contract interpreters, the [Court Interpreter Management Plan](#), the [Contract Court Interpreter Services Terms and Conditions](#), the [Contract Interpreter Purchase Agreement and Invoice](#) and the [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.

CODE OF ETHICS & PROFESSIONAL RESPONSIBILITY

- CANON 1** Official court interpreters act strictly in the interests of the court they serve.
- CANON 2** Official court interpreters reflect proper court decorum and act with dignity and respect to the officials and staff of the court.
- CANON 3** Official court interpreters avoid professional or personal conduct which could discredit the court.
- CANON 4** Official court interpreters, except upon court order, shall not disclose any information of a confidential nature about court cases obtained while performing interpreting duties.
- CANON 5** Official court interpreters respect the restraints imposed by the need for confidentiality and secrecy as protected under applicable federal and state law. Interpreters shall disclose to the court, and to the parties in a case, any prior involvement with that case, or private involvement with the parties or others significantly involved in the case.
- CANON 6** Official court interpreters undertake to inform the court of any impediment in the observance of this Code or of any effort by another to cause this Code to be violated.
- CANON 7** Official court interpreters work unobtrusively with full awareness of the nature of the proceedings.
- CANON 8** Official court interpreters fulfill a special duty to interpret accurately and faithfully without indicating any personal bias, avoiding even the appearance of partiality.
- CANON 9** Official court interpreters maintain impartiality by avoiding undue contact with witnesses, attorneys defendants and their families, and any contact with jurors. This should not limit, however, those appropriate contacts necessary to prepare adequately for their assignment.
- CANON 10** Official court interpreters refrain from giving advice of any kind to any party or individual and from expressing personal opinion in a matter before the court.
- CANON 11** Official court interpreters perform to the best of their ability to assure due process for the parties, accurately state their professional qualifications and refuse any assignment for which they are not qualified or under conditions which substantially impair their effectiveness. They preserve the level of language used, and the ambiguities and nuances of the speaker, without any editing. Implicit in the knowledge of their limitations is the duty to correct any error of interpretation, and demonstrate their professionalism by requesting clarification of ambiguous statements or unfamiliar vocabulary and to analyze objectively any challenge to their performance. Interpreters have the duty to call to the attention of the court any factors or conditions which adversely affect their ability to perform adequately.
- CANON 12** Official court interpreters accept no remuneration, gifts, gratuities, or valuable consideration in excess of their authorized compensation in the performance of their official interpreting duties. Additionally, they avoid conflict of interest or even the appearance thereof.
- CANON 13** Official court interpreters support other official interpreters by sharing knowledge and expertise with them to the extent practicable in the interests of the court, and by never taking advantage of knowledge obtained in the performance of official duties, or by their access to court records, facilities, or privileges, for their own or another's personal gain.
- CANON 14** Official court interpreters of the Central District of California willingly accept and agree to be bound by this Code, and understand that appropriate sanctions may be imposed by the court for willful violations.

SECTION I

Objectives of Plan

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

- to effectively and efficiently manage staff and daily contract interpreters with proper supervision and procedural systems
- to achieve an equitable distribution of contract workload through a flexible rotational system of assignments
- 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

SECTION II

Applicability of Plan

This plan shall be applicable to all court interpreters, whether on permanent staff, on a daily contract, certified or otherwise qualified.

SECTION III

Types of Court Interpreters

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

1. Staff Interpreters

These are federally certified interpreters of Spanish who are official, permanent, salaried employees of the clerk's office and who serve the court for an indefinite term pursuant to the authority of the Judicial Conference.

2. Certified Contract Interpreters

These are federally certified interpreters of Spanish, Navajo and Haitian Creole who 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.

3. Otherwise qualified contract interpreters

These are interpreters of languages for which there are no federal certification programs available. They work on a daily contract basis and are paid from the centrally-held fund as noted above. 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.

SECTION IV

Supervision

The Chief Judge, with the approval of the Executive Committee, shall appoint a district judge as Chair of the Court Services Committee who will be responsible, with the committee, for ensuring that the provisions of the Plan are adhered to and for reporting, as needed, to the judges of the court.

DUTIES OF COURT INTERPRETER MANAGER/CONTRACTING OFFICER AND ASSISTANT MANAGER

The Clerk of Court shall designate an interpreter services manager/contracting officer and an interpreter services assistant manager whose duties and responsibilities are to provide day-to-day management and to perform all other functions set forth in this Plan, including but not limited to:

1. Maintaining the local roster of certified and otherwise qualified contract interpreters of all languages available for daily contract work.
2. Maintaining relevant portions of the National Court Interpreter Database.
3. Maintaining pertinent information re: interpreter policies and procedures on the court's Internet and Intranet home pages.
4. Coordinating all requests for interpreter services from the court, pretrial services, U.S. probation, and other courts in the United States using the TIP program, and requests from the federal indigent defense panel and the federal public defender for attorney-client communication incident to a scheduled court proceeding.
5. Assigning staff and contract interpreters to meet the daily interpreter needs of the court locally, and TIP user courts nationally, in the most efficient and cost-effective manner.
6. Engaging the services of contract interpreters through approved procurement methods and maintaining contractor procurement files.
7. Effectively managing all staff and contract court interpreters through proper supervision and procedures.
8. Providing orientation and/or training to staff and contract interpreters, TIP user courts, and TIP providers; providing information and guidance on interpreting and translating to court personnel, attorneys, and the public at large.
9. Completing translation projects by assigning document translations to staff interpreters for completion in-house during the working day.
10. Supervising the computer data entry of all requests for interpreter services.
11. Maintaining all interpreter usage statistical data and submitting to the Administrative Office of the United States Courts a periodic report on the use of court interpreters and other reports as needed.
12. Supervising the processing of contract interpreter vouchers and authorizing payment from the centralized appropriation for contract court interpreting.
13. Evaluating the performance of staff members annually.

SECTION V

Staff Interpreters

ANNUAL AND SICK LEAVE

As permanent employees of the clerk's office, staff interpreters earn annual and sick leave in accordance with the Leave Act, 5 U.S.C. § 6301. In every instance, all matters relating to the use of sick and/or annual leave shall be in accordance with relevant provisions contained in the clerk's office Employee Manual.

OUTSIDE EMPLOYMENT

Staff interpreters may not engage in outside work during their term of employment with the United States District Court. The term "outside work" specifically includes all work payable by under the Criminal Justice Act, by other funds appropriated to the Judiciary, and by Department of Justice funds. Staff interpreters may speak, write, lecture, teach and participate in activities relating to their profession that do not create a conflict of interest. Any question of the propriety of an activity involving compensation, expense reimbursement, pro bono work, or a possible conflict of interest, must first be resolved by the Clerk of Court.

PERFORMANCE EVALUATION OF STAFF INTERPRETERS AND ADMINISTRATIVE ASSISTANT

The interpreter services manager shall prepare an annual performance evaluation of each staff interpreter and the interpreter services administrative assistant. All staff members who have successfully completed their one-year probationary period may challenge their annual performance evaluation in accordance with the grievance procedures outlined in the clerk's office Employee Manual.

SECTION VI

Contract Interpreters

CONTRACT COURT INTERPRETER SERVICES TERMS AND CONDITIONS

Contracting for court interpreter services is a procurement program under the Special Delegated Procurement Programs described in the Guide to Judiciary Policy, Volume 14, Chapter 1, § 120.40. Courts must follow the policies and procedures required under this program when obtaining contract court interpreter services. The Contract Court Interpreter Services Terms and Conditions document and the applicable Rate and Information Sheet, issued each fiscal year by the Administrative Office of the United States Courts, must be signed by the contract interpreter and kept in the procurement files in the interpreter services department. These documents, along with the Contract Interpreter Purchase Agreement and Invoice and the Judiciary Staff Travel Regulations, constitute the contract between the interpreter and the court, once a signed copy of the current fiscal year's Rate and Information Sheet is delivered to and accepted by the interpreter services manager/contracting officer. All documents referred to above are available on the court's Internet home page under "General Information>Interpreters>Forms."

COMPENSATION

Standard Rates for Interpreting Services

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.

The half-day rate is paid for services up to and including 4 hours in one day, and the full-day rate is paid for services in excess of 4 hours up to and including 8 hours in one day. Overtime/hourly rates apply only if the workday exceeds 8 hours, excluding meal time. For afternoon-only assignments, overtime/hourly rates apply only if the service time plus any authorized travel time exceed 4 hours, not to exceed the applicable full-day rate. Payment for travel time and service time are in addition to travel expenses to be reimbursed if the interpreter submits a proper invoice and the necessary receipts.

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 presumed to have been contracted to provide services for a half day, and shall remain available for the entire half day. If an interpreter who is contracted for a single matter appears at the courthouse but is not used, he or she will be compensated for a minimum of a half day and must remain available for reassignment or on stand-by in the interpreters' waiting rooms for the half day or until excused by the interpreter services manager.

Payment on Late Cancellation

If the contract court interpreter receives notice of the 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 may either accept such compensation and remain available on-call in the interpreters' waiting rooms for the duration of the assignment, or until excused by the interpreter services manager, or waive all due compensation and pursue 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 enumerated above must be billed so as 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 an 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 hours, the applicable full-day rate will be paid for that day, plus overtime for each hour or fraction thereof over eight hours, if any. For afternoon-only assignments, the applicable half-day rate will be paid, with travel time and overtime accruing after four hours, not to exceed the applicable full-day rate, plus overtime for each hour or fraction thereof over eight hours, if any. No payment will be provided for travel time that occurs within the period of time for which a service fee or cancellation fee is paid. Two half days accrued by a contract court interpreter in any of the situations discussed in this section shall be paid at the applicable full-day rate.

Processing of Payment

All obligations payable from the centralized appropriation for contract court interpreting are processed by the interpreter services department. 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 using the Contract Interpreter Purchase Agreement and Invoice, available on the court's home page on the Internet. Most interpreting assignments at detention centers or other off-site locations, and other services provided to members of the federal indigent defense panel and the deputy federal public defender, that are not incident to a court proceeding on the same half or full day, and are not for the purposes of sight-translating a pre-sentence 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 between the interpreter and the respective agency or individual.

THE CONTRACT DAY

The following are specific guidelines to which the interpreter services department will adhere in determining the appropriate compensation for contract interpreters paid on a *per diem* basis:

Starting Time

An interpreter who is contracted and agrees to provide services or to be available on site to provide services for the full or half day generally will arrive in the interpreter services waiting rooms at 8:45 a.m. As such, a Spanish language interpreter assigned to a matter scheduled for a 10:00 a.m. court appearance will begin the day in the department or waiting rooms at 8:45 a.m., and will be available to provide additional service until the scheduled time of the assignment. The arrival time for interpreters of all other languages may vary and will be dictated by the needs of the court. Interpreters of any language who are assigned to detention center interviews at 10:00 a.m. or earlier may begin their contracted service at the appointed time at the location indicated.

The Assignment Slip

Computer-generated assignment slips are e-mailed to the interpreter. Each slip sets forth all of the information necessary for the interpreter, *i.e.*, the interpreter's name, the time of the event, the case name, the case number, the judge's name, the location of the courtroom, the nature of the proceeding, and whether travel has been authorized. The assignment slip also provides all the necessary case-related information for completing the Contract Interpreter Purchase Agreement and Invoice. Contract court interpreters must maintain contemporaneous time and attendance records for all work performed. Such records may be subject to audit for a period of three years from the date of payment of the final bill/invoice.

Preparing Vouchers

In order to receive payment for services rendered, the contract interpreter must prepare and submit the proper claim form. The Contract Interpreter Purchase Agreement and Invoice form requires certification of attendance (*i.e.*, the signature of the person receiving the service). Interpreters in travel status should show their starting and ending times as set forth in the paragraph titled, "Payment While in Travel Status" above. 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 Contract Interpreter Purchase Agreement and Invoice. 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 mid-morning and mid-afternoon break periods observed by most courts 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 discretion 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. Some courts may elect to go beyond the noon hour. The demand for interpreter services 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 contracted by the interpreter services department will normally be from 12:00 to 1:00 p.m.

The End of the Contract Day

The contract interpreter can normally expect to be excused sometime prior to 5:00 p.m. The interpreter, however, may not unilaterally determine the end of the working day. Rather, the end of the contract day will be determined by the needs of the court. Each contract interpreter will be excused by the interpreter services manager after a determination has been made that the needs of the court have been met for that day. An interpreter who is 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 that court has been adjourned. No interpreter, whether on staff or on a contract basis, may abandon his/her assignment before adjournment or without being excused by the court. Interpreters assigned to a trial in pairs are both to remain in court until adjournment or until excused by the court. Neither has the authority to excuse the other.

SECTION VII

Work Standards

SOLICITING WORK

All requests for interpreter services submitted to the interpreter services department are scheduled by the interpreter services manager. 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 engaging in such practices may result the 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 they know 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 assignment desk should be made aware as early as possible of any anticipated absence.

VACATIONS

The contract interpreter, like other independent contractors, may unilaterally elect when to take vacation or to be unavailable for work. Vacation plans and other periods of unavailability should be announced in advance and should be communicated to the assignment desk in a timely fashion to avoid 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 interpreter services department will cooperate fully. The interpreter services manager should be immediately apprised of the unanticipated emergency so a substitute assignment can be made.

PUNCTUALITY

Punctuality is a vital factor in the judicial system, and the interpreter is expected to contribute to the orderly functioning of the court by always being on time to the courthouse as well as to the courtroom. Interpreters should plan on arriving at the designated location, whether a 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 is continued due to the tardiness of the interpreter, no compensation will be due.

DRESS STANDARDS, THE COURTROOM

The interpreter should strive to conform to a professional standard of dress. A coat and tie for men are mandatory. Professional wear for women is expected. Casual clothes that would be appropriate in another setting are not acceptable in the courtroom. Keeping in mind that an interpreter assigned to provide services in a detention center could be reassigned to cover a court appearance, he/she should always be properly attired and prepared for work in court. The interpreter should be aware that detention centers also have dress codes.

DRESS STANDARDS, OTHER

An interpreter assigned to an interview at the Metropolitan Detention Center, or other federal holding center, enters a facility under the supervision of the Bureau of Prisons. Dress concerns in such facilities have less to do with decorum than with protecting the basic security of the prisoners being housed there and the personnel who work there. The Lobby Officer and the Visiting Room Officer may determine that certain clothing is questionable. If the interpreter's attire is inappropriate, he or she may be denied entrance into the visiting room. If the interpreter is denied entrance to the Metropolitan Detention Center or other detention facility due to inappropriate attire, he or she may not file a claim for payment for services not rendered. All visitors, including interpreters and other officers of the court, will not be admitted wearing the following items of clothing:

- revealing shorts
- sun dresses
- bathing suits
- low-cut blouses or dresses
- miniskirts
- dresses or skirts with a high-cut split in the back, front, or side
- any clothing that looks like inmate clothing (such as khaki or green military-type clothing)
- halter or crop tops, backless tops
- see-through garments of any type
- leotards or tights, spandex
- sleeveless garments
- hats or caps

SECTION VIII

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 dependability and availability of the contract interpreter. Other factors, however, may also be considered in the offering of work assignments to contract interpreters. A specific area of language expertise, the continuation of a previous assignment, or an interpreter's prior experience with a particular witness or defendant may also influence the assignment procedure.

Interpreter Availability, Spanish

Staff interpreters, employed and maintained for the purpose of covering the court's Spanish language needs, are the first to be assigned to work in court or off-site.

Given the large geographical area of the Central District of California and the scale of the court's Spanish language requirements, there is a daily need for federally certified contract interpreters of Spanish in addition to the court's staff interpreters.

Despite the unpredictability of the court's interpreter needs, certain contract interpreters of Spanish make themselves available to the court on a routine basis. While 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 group of Spanish interpreters who make themselves routinely available will be assigned available contract work on a rotational basis as determined by the interpreter services manager. No interpreter shall 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 Los Angeles area are contracted daily by the Superior Court of the State of California 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 of California and other agencies as well as the United States District Court. All work assignments are determined by the interpreter services manager's ability to make contact with the interpreter and the interpreter's availability for work on a specific date and time.

The Work Assignment

The allocation of all work assignments shall be the province of the interpreter services manager, or in his/her absence, the interpreter services assistant manager. Once a contract interpreter contracts to provide services on a particular date, he or she may not refuse any specific work assignment within that contract day or half day. No work assignment may be exchanged or traded with another interpreter. Every attempt will be made to maintain a continuity of interpreter personnel for the same trial or the same witness. These intentions notwithstanding, exigent circumstances may require substitution and/or reassignment. For this reason, interpreters should not become attached to or proprietary toward any court, courtroom, defendant, witness, or proceeding.

Availability for Reassignment

All court interpreters, whether on staff or contract personnel, shall immediately notify the assignment desk of their availability for reassignment when their scheduled court matters are canceled and/or continued. When not on assignment, staff interpreters shall be at their desks, and contract interpreters shall be in the interpreters' waiting rooms, unless otherwise directed by the interpreter services manager.

LENGTHY PROCEEDINGS

It is the policy of the interpreter services department to assign interpreters to trials 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 relieve each other every half hour throughout the entire course of the trial or lengthy hearing. The interpreter not actively interpreting on the microphone 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 the counsel table. 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

Contract interpreters should only undertake trial work with the clear understanding that it entails an unqualified commitment to the proceedings 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 interpreter services manager. Once the trial begins, and barring any unforeseen personal emergency, the contract interpreter so assigned is expected to provide uninterrupted service during the entire trial. Interpreters who have prior obligations to other courts are to make those obligations known to the interpreter services manager before accepting the trial assignment.

THE IDENTIFICATION PASS

Interpreters who are admitted to the panel of contract interpreters are subject to a background check by the United States Marshals Service in order to be issued the United States District Court Identification Pass, and are subject to a bi-annual FBI fingerprint check. Upon receipt of the Identification Pass, the interpreter agrees to relinquish the pass upon request of the Clerk of Court. All contract interpreters assigned by the interpreter services department are to carry the United States District Court Interpreter Identification Pass and are required to wear it on a visible portion of their clothing when appearing in court or providing interpreter services in an official capacity. An interpreter in court without the proper identification clearly visible is not readily identifiable as an interpreter, and valuable time may be lost waiting for the arrival of the interpreter who is already there incognito. An interpreter who lacks the proper identification when approaching a defendant in custody is apt to be questioned by a U.S. Marshal. Note should be taken that the policy in the U.S. Marshal's lock-up in the courthouses, as well as the policy of the Bureau of Prisons in the detention centers, makes it difficult to gain admission without the United States District Court Identification Pass, even when accompanied by an attorney. Admission is routinely denied to anyone not carrying identification. An interpreter denied admission to a detention facility for lack of proper identification will not have provided the contracted services and is not entitled to compensation. The Identification Pass is issued to facilitate service to the court and must never be used for inappropriate purposes.

COMMUNICATION

The interpreter services department 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 any courtroom assignment is to communicate to the assignment desk any continuances and future dates for appearance before the court. The interpreter will normally indicate any such continuances in person, or by telephone, if the interpreter is working off-site. Frequently, the continuance is for a later hour on the same day. In such instances, the individual interpreter is often the only source of information and should immediately notify the assignment desk as to the time and place the matter will again be before the court.

LISTENING ASSISTED EQUIPMENT

The use of listening assisted equipment will be at the discretion of the assigned interpreter. Courtrooms in the Spring Street and Roybal courthouses, the Santa Ana courthouse, and the Riverside courthouse have been equipped with permanently installed emitters and receiver-headsets for use by non-English-speaking defendants and witnesses or by the hearing impaired in hearings before the court. It is assumed that the interpreter will report to the assigned courtroom and, if needed, will utilize the equipment that is already there and available in that courtroom. The use of permanently-installed equipment will eliminate the need to set up equipment prior to the beginning of scheduled proceedings and the problem of taking it down afterwards without disturbing the court. When permanently-installed equipment is not available, the interpreter should check with the assignment desk as to the use of portable interpreting equipment. Use of equipment gives the non-English-speaking listener optimum reception and allows the interpreter to maintain an appropriate distance from the defendant to avoid being mistakenly perceived as other than impartial officer of the court.

WHEN APPOINTMENTS ARE NOT KEPT

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

WHEN THE INTERPRETER SERVICES DEPARTMENT IS LOCKED AFTER HOURS

The interpreter services department closes at 5:00 p.m., as do the clerk's offices in Santa Ana and Riverside. Interpreters in court during a late afternoon session should avoid having their keys or purses locked up for the night in the interpreters' waiting rooms by retrieving them during any afternoon court recess. Any portable interpreting equipment in use should be safely stored in the courtroom for use or retrieval the following day. The courtroom deputy clerk should be informed of the equipment's location. If the interpreter is not scheduled to return the following day, he/she should notify the assignment desk the following morning at (213) 894-4370 of the location of the equipment and arrange for its retrieval and storage.

GRIEVANCE PROCEDURES

Periodically, issues or concerns in the workplace may arise. The interpreter services manager and the Clerk of Court have an "open door" policy and are available to discuss any issues or concerns that may surface. For staff interpreters, there are also grievance procedures that afford the employees of the clerk's office the opportunity to air any such disputes. Those procedures and opportunities are outlined in the Employee Manual.

SECTION IX

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. Use of the centralized authorization for court interpreting is not appropriate for payment for 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. For sight translation, the contract interpreter rates set by the Director of the Administrative Office of the United States Courts apply.

Interpreters should refer to the Department of State rate schedule for recommended per-word rates for written work. Orientation materials pertaining to written translation are available on the court's home page, under General Information>Interpreters>Orientation materials.

SECTION X

Tape/CD Transcription/Translation

Tape/CD transcription and translation is also related to the prosecution or defense of a case, and, as a result, such work is paid for by the party ordering the transcription/translation. Additional information is available on the court's home page, under

General Information>Interpreters>Orientation materials.

SECTION XI

Facilities for Contract Interpreters

THE INTERPRETERS' WAITING ROOMS

The interpreters' waiting rooms are provided for the benefit of interpreters between assignments or when currently unassigned. At the same time, they provide the assignment desk with immediate access to interpreters available for assignment or reassignment. Contract interpreters not actively appearing in court are expected to be available in the waiting rooms until excused by the interpreter services manager.

It is important to note that attorney workrooms located in the courthouses are for the use of attorneys only, and interpreters, whether on staff or contract personnel, are not to enter those facilities, unless actively interpreting and upon the request of counsel. Under no circumstances may an interpreter remain in the attorney workroom or use the computers, telephones, or other installations in the workroom once an interpreting assignment has been completed.

TELEPHONE CALLS

Telephone calls of a personal nature should be made at public telephones located in the hallways or on personal cell phones. The court's telephones, located in the waiting rooms, TIP rooms, and the interpreter services department, are to be used for communication with the department only. Professional protocol demands that the interpreter always notify the assignment desk whenever he/she leaves the waiting room, whether to make a telephone call or for any other personal reason.

INTERPRETERS' WORK ROOMS/REFERENCE MATERIALS

The interpreter services department, in addition to having offices for staff interpreters, also has work areas for contract interpreters. These work areas are furnished with computers, typewriters, and a limited number of dictionaries and other reference materials. Work space is also provided for the preparation of vouchers that the contract interpreter must submit in order to receive payment for services. All forms, vouchers, and orientation materials are available on the court's Internet and Intranet home pages.

TELEPHONE INTERPRETING ROOMS

These facilities enable the United States District Court, Central District of California, to provide other district courts across the United States with access to the varied pool of language interpreters available in Southern California, via special telephone interpreting equipment. These rooms contain sensitive specialized equipment and are not to be used for purposes other than performing telephonic interpreting.

SECTION XII

Statistical Reports to the Administrative Office

The web-based scheduling program utilized by the interpreter services department maintains all interpreter assignment-related data in memory. The program is also used to provide detailed statistical reports on interpreter usage to the Administrative Office of the United States Courts.

SECTION XIII

Interpreter Referrals to Other Offices

The interpreter services department is a resource for law offices, governmental agencies and private individuals and agencies in need of interpreters. The court's local roster of interpreters is available on the court's home page on the Internet. As stated above, the addition of telephone interpreting capacity makes this court's substantial language interpreter pool available to other federal jurisdictions.

SECTION XIV

Ethics and the Court Interpreter

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 grand jury room. 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. They are sworn, impartial officers of the court. They are sworn to respect the privileged nature of all attorney-client communications as well as the need to maintain the secrecy of the grand jury hearing. 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. This Court Interpreter Management Plan begins with a Statement of Mission and a Code of Ethics and Professional Responsibility. It includes the Interpreter's Written Oath that every court interpreter has on file. It is the duty of every court interpreter to be fully aware of every Canon of the Code of Ethics and every section of the Oath. 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, Central District of California.

UNITED STATES DISTRICT COURT CENTRAL DISTRICT OF CALIFORNIA

INTERPRETER'S WRITTEN OATH

I, _____, do solemnly swear (or affirm) that I will well and truly act as an interpreter in all matters assigned to me before the court.

By my signature below, I agree to abide by the Standards for Performance and Professional Responsibility for Contract Court Interpreters in the Federal Courts as set forth in Attachment 10.2 to the Contract Court Interpreters Terms and Conditions, as well as the provisions of the United States District Court, Central District of California, Court Interpreter Management Plan.

1: ACCURACY AND COMPLETENESS

Interpreters shall render a complete and accurate interpretation or sight translation that preserves the level of language used without altering, omitting, or adding anything to what is stated or written, and without explanation. The obligation to preserve accuracy includes the interpreter's duty to correct any error of interpretation discovered by the interpreter during the proceeding.

2: REPRESENTATION OF QUALIFICATIONS

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

3: IMPARTIALITY, CONFLICTS OF INTEREST, AND REMUNERATION AND GIFTS

Impartiality.

Interpreters shall be impartial and unbiased and shall refrain from conduct that may give an appearance of bias. During the course of the proceedings, interpreters shall not converse with parties, witnesses, jurors, attorneys, or with friends or relatives of any party, except in the discharge of their official functions.

Conflicts of Interest.

Interpreters shall disclose any real or perceived conflict of interest, including any prior involvement with the case, parties, witnesses or attorneys, and shall not serve in any matter in which they have a conflict of interest.

Remuneration and Gifts.

Court interpreters shall accept remuneration for their services to the court only from the court. Court interpreters shall not accept any gifts, gratuities, or valuable consideration from any litigant, witness, or attorney in a case in which the interpreter is serving the court, provided, however, that when no other court interpreters are available, the court may authorize court interpreters working for the court to provide interpreting services to, and receive compensation for such services from, an attorney in the case.

4: PROFESSIONAL DEMEANOR

In the course of their service to the court, interpreters shall conduct themselves in a manner consistent with the dignity of the court and shall be as unobtrusive as possible.

5: CONFIDENTIALITY

Interpreters shall protect the confidentiality of all privileged and other confidential information.

6: RESTRICTION OF PUBLIC COMMENT

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

7: SCOPE OF PRACTICE

Interpreters shall limit themselves to interpreting or 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 to constitute a service other than interpreting or translating while serving as an interpreter.

8: ASSESSING AND REPORTING IMPEDIMENTS TO PERFORMANCE

Interpreters shall assess at all times their ability to deliver their services. When interpreters have any reservation about their ability to satisfy an assignment competently and without any appearance of impropriety, they shall immediately convey that reservation to the appropriate judicial authority.

9: DUTY TO REPORT ETHICAL VIOLATIONS

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



UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA