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JAN 9, 2003
CLERK US DISTRICT COURT
DISTRICT OF ARIZONA
BY /s/J. Rosales DEPUTY

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

In the matter of
MANAGEMENT PLAN FOR COURT
INTERPRETING SERVICES FOR THE
DISTRICT OF ARIZONA

GENERAL ORDER 04-01

**MANAGEMENT PLAN FOR COURT INTERPRETING SERVICES
FOR THE DISTRICT OF ARIZONA**

A. INTRODUCTION

The Court desires through this Plan to achieve effective management of the court interpreting resources in this District. The Clerk of Court shall designate a Court Interpreter Supervisor in each division who will be responsible for the day-to-day management of court interpreting services.

The Plan is designed to:

1. effectively manage the staff and contract interpreters employed by this district;
2. assure the appointment and retention of fully-qualified court interpreters and the dismissal of court interpreters who are no longer performing in a satisfactory manner;
3. minimize the use of contract interpreters;
4. avoid backlogs of document translations;
5. ensure an equitable distribution of contract workload through a flexible rotational system of assignment; and
6. enhance the efficient operation of the Court.

1 **B. APPLICABILITY OF PLAN**

2 This plan shall be applicable to all court interpreters whether permanent staff, daily contract,
3 certified or non-certified. Official court interpreters are responsible for complying with all
4 requirements in this Plan, as well as the Judiciary Guide to Policies and Procedures, and any
5 additional policies established by this Court.

6 **C. CLASSIFICATIONS OF COURT INTERPRETERS**

7 Staff Interpreters

8 To be eligible for a full-time staff position with the Federal Court, an interpreter must be
9 certified by the Administrative Office of the United States Courts. Languages for which certification
10 examinations are available are Spanish, Navajo and Haitian-Creole.

11 AO Certified Contract Interpreters

12 To be included on the list of contract interpreters, the interpreter must be certified by the
13 Administrative Office of the United States Courts and will be called as needed in rotation. When
14 the court requires assistance, a certified interpreter must be the first point of contact. If none is
15 available in the language needed, a non-certified interpreter can be called in accordance with the
16 categories listed above.

17 Otherwise Qualified Interpreters

18 When a certified interpreter is not reasonably available, the court may use an "otherwise
19 qualified interpreter" (28 U.S.C. §1827(b(2))). Otherwise qualified interpreters consist of two
20 categories: 1.) professionally qualified interpreters (languages other than Spanish Navajo, and
21 Haitian Creole), and 2.) language-skilled interpreters (all languages). AO certified contract
22 interpreters and otherwise qualified interpreters are both contracted on either a half-day or full-day
23 basis.

24 *Professionally Qualified Interpreters:*

25 To be included on the Director's master list of interpreters who are "professionally
26 qualified", an interpreter must demonstrate to the local court:

- 27 1.) prior existing employment as a conference or seminar interpreter (staff or
28

1 freelance) for the Office of Language Services of the United States Department of
2 State, or the United Nations, or related agencies for which examinations are a
3 condition of employment; or 2.) membership in good standing in a professional
4 interpreters' association whose by-laws and practices at a minimum require:

5 (a) An application specifying a minimum of 50 hours of conference
6 experience in the native language(s) of expertise; and

7 (b) The sponsorship of three active members in good standing who have been
8 members of the same association for at least two years, whose language(s)
9 are the same as the applicant's, and who attest to having witnessed the
10 performance of the applicant, as well as the accuracy of the statements on the
11 application.

12 Interpreters wishing to be included on the master list of professionally qualified
13 interpreters must submit a resume to the local district court detailing education,
14 training, experience, current telephone number and mailing address, and when
15 applicable, membership accreditation as required by this section. The court
16 interpreter supervisor must approve any purchase order designation in advance of
17 any fee commitment.

18 *Language Skilled Interpreters:*

19 Interpreters who do not qualify as "professionally qualified" interpreters or certified
20 interpreters, but who can demonstrate to the satisfaction of the court their ability to
21 interpret court proceedings from English to a designated language and from that
22 language to English, will be placed on the court's local list and will be included on
23 the Director's master list as a "language skilled interpreter."

24 **D. SUPERVISION**

25 The Clerk of the Court shall designate a Court Interpreter Supervisor in both the Phoenix and
26 Tucson divisions, whose duties and responsibilities are to provide day-to-day management of the
27 court interpreters, including but not limited to:
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1. Ensuring the roster of certified and non-certified contract interpreters for the District of Arizona is regularly updated on the Judiciary's Court Interpreter Database.
2. Effectively managing all staff and contract court interpreters to ensure compliance with the policies and procedures of this district and the judiciary.
3. Timely verifying contract interpreter vouchers submitted for payment are accurate and in compliance with the Judiciary Policies and Procedures.
4. Maintaining the interpreter usage statistical data and ensuring submission of this data to the Administrative Office, as required.
5. Serving as a liaison for interpreting issues with the Office of the Federal Public Defender, U.S. Attorney, and other governmental agencies.
6. Coordinating a document translation system for incoming translation requests submitted to the court by other governmental agencies or CJA attorneys.
7. Evaluating the performance of staff interpreters on an annual basis in accordance with relevant provisions contained in Chapter 4, Section 4.04, of the District of Arizona Human Resources Manual.
8. Securing required authorizations and approvals for travel by both staff and contract interpreters.

E. STAFF INTERPRETERS

Duties and Responsibilities

1. Monitoring court calendars for interpreter coverage requirements.
2. Receiving and distributing letters for translation.
3. Contacting the other staff interpreters and per diem interpreters if assistance is necessary.
4. Updating the 'no-interpreter list'.
5. Stocking all necessary forms.
6. Ensuring the interpreting equipment (phonic ear) as well as the courtroom equipment is in proper working condition.

- 1 7. Reporting any problems with the equipment to the appropriate parties.
- 2 8. Ensuring the roster of certified and non-certified contract interpreters for the District
- 3 of Arizona is regularly updated on the Judiciary's Court Interpreter Database.
- 4 9. Verifying that contract interpreter vouchers are submitted for payment and verified
- 5 for accuracy and compliance with the Judiciary Policies and Procedures in a timely
- 6 manner.
- 7 10. Maintaining the interpreter usage statistical data and ensuring submission of this
- 8 data to the Administrative Office, as required.
- 9 11. Logging and coordinating the assignment and completion of incoming translation
- 10 requests submitted to the court by other governmental agencies or CJA attorneys
- 11 according to established procedures and policies.
- 12 12. Abiding by the Code of Professional Responsibility of the Official Interpreter of the
- 13 United States Courts (Appendix A).

14 Annual and Sick Leave

15 As permanent employees of the Clerk's Office, official staff interpreters earn annual and sick
16 leave in accordance with the Leave Act, 5 U.S.C. §6301. All matters relating to the use of sick
17 and/or annual leave shall be governed by and in accordance with relevant provisions contained in
18 Chapter 3, of the District of Arizona Human Resources Manual.

19 Outside Employment

20 Private or freelance interpretation work by the staff interpreters of this Court must be
21 accomplished within the following guidelines:

- 22 1. All private work must be done on off-duty hours, out of the courthouse offices, with
- 23 personal equipment. No representation or use of government employment may be
- 24 made by an interpreter to solicit or obtain outside employment. An interpreter may
- 25 not use the government courthouse address or job title in such work. A
- 26 representation of being a U.S. Courts certified interpreter is acceptable.

1 2. No private work may be done for any agency, attorney, or litigant that is connected
2 with any current or reasonably prospective litigation before the Court, without the
3 prior, express, written authorization of the judge presiding over such litigation, the
4 Clerk of Court, or the Chief Deputy. If written authorization is obtained, such work
5 must be completed during off-duty hours, out of the courthouse offices, with
6 personal equipment.

7 3. In no case shall an interpreter perform work in violation of the District of Arizona's
8 Human Resources Manual, Section 2.04 - Code of Conduct, or Section 4.05 -
9 Outside Employment. In summary, an interpreter shall not, absent the permission
10 defined in #2 above, perform any work that creates an actual or perceived conflict
11 of interest or impropriety or interferes with the performance of his or her official
12 duties.

13 **F. CONTRACT INTERPRETERS**

14 Compensation

15 Contract interpreters, also referred to as per diem interpreters, are compensated on a half-day
16 or a full-day basis. Compensation for the half-day contract shall be paid for interpreter services
17 provided for any fraction of the day up to a maximum of four hours. Compensation for full-day
18 contract shall be paid for interpreter services provided in excess of 4 hours of the day up to a
19 maximum of eight hours.

20 Contracted for One Hearing

21 Other than for trial, an interpreter contracted for a single hearing is generally deemed to have
22 been contracted on a half-day basis and shall be available for the entire half-day. For instance, if
23 a contract interpreter is needed for a 10:00 a.m. hearing, that interpreter should report to the
24 courthouse at 8:00 a.m. and be available to cover additional matters or provide assistance with
25 document translations from 8:00a.m. until 12:00 p.m.

26 Payment on Late Cancellation

27 If an interpreter is contracted more than 24 hours in advance and is not notified of the
28 cancellation at least 24 hours prior to the start of an assignment, the interpreter shall generally be

1 paid compensation for at least a half-day of services. The contract interpreter shall have the option
2 of accepting such compensation and being available on-call in the interpreters' office and assisting
3 with document translations for the half-day, or waiving all due compensation and taking advantage
4 of other work opportunities.

5 Dual Compensation

6 Although staff interpreters may provide the names of contract interpreters as a referral
7 courtesy to private attorneys when requested, they will not assign contract interpreters to civil
8 matters or to work for private attorneys. Interpreters contracted by the Court for the full-day or half-
9 day may not work for nor receive compensation from private counsel during time concurrent with
10 the court paid full-day or half-day. There is nothing that prohibits a contract interpreter from
11 accepting the offer of work from private counsel at any other time.

12 Duty Hours

13 The following are specific guidelines to which the staff interpreters will adhere to in
14 determining appropriate compensation for contract interpreters paid on a per diem basis:

- 15 1. The morning court session may begin as early as 8:00 a.m. and normally concludes
16 at approximately 12:00 noon. Thus, an interpreter assigned to a matter which is
17 scheduled for 10:00 a.m. will begin the day in the office at 8:00 a.m., and will be
18 available for assignment or to provide translation services until the scheduled time
19 the assigned matter begins. For service of up to four hours in the morning session,
20 a contract interpreter will be paid the half-day rate when that is the only service
21 rendered that day.
- 22 2. The afternoon court session may begin as early as 1:00 p.m. and normally ends by
23 5:00 p.m. Interpreters who have been contracted to provide half-day coverage in the
24 afternoon are to report at 1:00 p.m. and shall be available for assignment or to
25 provide translation services until the scheduled time the assigned matter begins. For
26 service of up to four hours in the afternoon session, a contract interpreter will be paid
27 the half-day rate when that is the only service rendered that day.

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1 3. An interpreter who provides service in both the morning and the afternoon sessions
2 and whose work is interrupted by the lunch break will be paid for a full-day of
3 service. Upon conclusion of the last matter of the day in which the contractor is
4 scheduled, he/she is to report to the interpreter's office to assist with additional
5 assignments, etc., until the end of the regular business day.

6 Overtime Rate

7 Overtime rates will apply when an interpreter has worked a full 8 hour day and the court
8 requires his/her services beyond the regular 8 hours. In this instance, the interpreter will be paid at
9 the rate of \$49.00 per hour for each hour worked after the regular 8-hour workday.

10 Preparing Vouchers

11 Payment for contracted services will require the contract interpreter to prepare and file the
12 Interpreter's Report of Services and Claim for Compensation and Expenses form (AO 322) to receive
13 compensation. Staff interpreters will assist the contract interpreter in the processing of these claim
14 forms however, it is the responsibility of the contract interpreter to ensure the claim form is
15 completed in its entirety in order to facilitate processing and expedite payment. The claim form will
16 include the date, case name, case number, and the appropriate rate of compensation. This
17 information must be verified and confirmed by a staff interpreter prior to the voucher being
18 submitted for payment.

19 Authorizations to Travel

20 Written authorization must be obtained from the court interpreter supervisor and the chief
21 deputy **prior** to any travel being performed by a per diem interpreter. It is the responsibility of the
22 staff interpreter to inform their immediate supervisor in writing of the anticipated travel expenses
23 of the per diem interpreter. The request shall contain estimated expenses (airfare, mileage, lodging,
24 etc.), and the anticipated duration of the per diem interpreter's assignment. The immediate
25 supervisor will review the request and if approved, will forward the request to the chief deputy for
26 final approval. A copy of the chief deputy's authorization (normally an e-mail message) shall be
27 attached to the per diem interpreter's travel voucher.

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1 **G. INTERPRETER ASSIGNMENTS**

2 Assignment Method - Spanish

3 Staff interpreters assigned to a particular division will be the first individuals assigned to
4 cover court proceedings in that division. If additional assistance is needed in a divisional office, it
5 is the responsibility of that office to first contact the other divisional office to seek assistance from
6 their staff interpreters. For example, if the Tucson division is in need of assistance, their initial point
7 of contact would be the Phoenix office to inquire if one of the Phoenix staff interpreters is available
8 to assist. If the office requiring assistance is unable to obtain a response from the other division by
9 3:30 p.m. on the day prior to the scheduled hearing, the requesting office may then contact a per
10 diem interpreter to cover the assignment. Contract personnel will only be utilized on an as-needed
11 basis and only in the instances where no staff interpreter district-wide is available. Contract
12 interpreters shall be used on a rotational basis, and shall be determined by: 1.) the best fiscal
13 interest of the Court; and 2.) the availability and dependability of the contract interpreter.

14 Assignment Method - Other than Spanish

15 The staff interpreters shall maintain a master list of local per diem interpreters who are
16 available to interpret languages other than Spanish. This information should be updated regularly
17 and included on the National Court Interpreter Database, which is located on the J-Net.

18 Availability for Reassignment

19 All court interpreters, staff as well as contract personnel, shall notify the staff interpreter
20 assigned to scheduling of their availability for reassignment when their scheduled court appearances
21 are canceled and/or continued. When not in an actual proceeding, staff interpreters shall be in their
22 offices and contract interpreters shall be in the interpreter's waiting area unless otherwise directed.

23 Lengthy Proceedings

24 The District of Arizona policy is to assign interpreters to a trial or any lengthy proceeding
25 in pairs to reduce the element of fatigue and consequent possibility of error. It is expected that the
26 interpreters will relieve each other every 30 minutes.

1 **H. DOCUMENT TRANSLATIONS**

2 As time permits, all staff and per diem interpreters will be requested to assist the Court, CJA
3 attorneys, and the Probation office with document translations. Staff interpreters are not responsible
4 for translations for the Federal Public Defender's Office, retained attorneys, or for civil matters
5 unless ordered by the Court.

6 Types and Quantity of Documents

7 CJA panel attorneys are required to submit all presentence correspondence, i.e., sentencing
8 letters, to the staff interpreters' office for translation no later than 15 working days prior to the
9 sentencing date. The number of letters which may be submitted for translation for any one
10 defendant is limited to 20. If counsel submits more than 20 letters, all of the letters will be returned
11 to counsel for selection of the 20 to be translated. Attachments such as birth certificates, medical
12 documents, and miscellaneous certificates may receive summary translations at the discretion of the
13 interpreter's office. All documents submitted for translation should be accompanied by a cover letter
14 that includes the name and address of the contact person, the case number, the name of the
15 defendant, the sentencing date and the number of documents submitted.

16 **I. STATISTICAL REPORTING**

17 Statistics regarding interpreter usage by language are to be maintained in the Phoenix,
18 Tucson and Yuma offices on a monthly basis. The monthly reports from each division are then
19 compiled quarterly by each divisional office and submitted on the Interpreter Usage by Language
20 forms (Appendix B & C) to either the Phoenix or Tucson staff interpreters' office on a rotating basis.
21 The quarterly reports for all divisions are totaled and submitted to the Administrative Office as
22 required.

23 **J. INTERPRETER REFERRALS**

24 The staff interpreters shall maintain a roster of certified, professionally qualified and
25 language-skilled per diem interpreters who reside in this district. A master roster of certified,
26 professionally qualified, and language-skilled interpreters, simply referred to as the National Court
27 Interpreter Database, is available on the J-Net. This database contains per diem interpreter
28 information for the entire country. It is the responsibility of staff interpreters to review and update

1 the information in this database to ensure the information regarding the interpreters residing in
2 Arizona is accurate. Any new interpreters used in this district should be added to the database
3 immediately, and information such as addresses and telephone numbers for existing interpreters
4 should be updated quarterly.

5 Duly adopted, approved and effective this 9th day of January, 2004.

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7 /s/ Stephen M. McNamee
8 Stephen M. McNamee
9 Chief Judge
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**THE CODE OF PROFESSIONAL RESPONSIBILITY OF THE OFFICIAL
INTERPRETER OF THE UNITED STATES COURTS**

1. The official court interpreters act strictly in the interests of the Court served.
2. The official court interpreters reflect the decorum of the Court and act with dignity and respect for the Court and its personnel.
3. The official court interpreters work unobtrusively with full awareness of the nature of the proceedings.
4. The official court interpreters must fulfill a special duty to interpret accurately and faithfully without indicating any personal bias, avoiding even the appearance of partiality.
5. The official court interpreters must maintain impartiality by avoiding undue contact with witnesses, jurors, attorneys, and defendants and their families. Nevertheless, they shall establish a rapport with all sufficient for optimum performance of the interpreter's sensitive job, but without favoritism.
6. The official court interpreters refrain from any expression of personal opinion and from giving advice of any kind to any party or individual in a matter before the Court.
7. The official interpreters perform to the limit of their abilities to assure due process for the parties, accurately state their professional qualifications and refuse any assignment for which they are not qualified. In their roles as court interpreter, they will preserve the level of language used by the speaker, and preserve 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 the humility to request clarification of ambiguous statements or unfamiliar vocabulary and to analyze any challenge to their performance.
8. The official court interpreters accept no remuneration or consideration but their authorized compensation. Additionally, they avoid the appearance of any conflict of interest.
9. The official court interpreters avoid professional or personal conduct which might tend to discredit the Court.
10. The official court interpreters undertake to support other official court interpreters, sharing knowledge and expertise with them to the extent practicable in the interest of the Court, never taking personal advantage of knowledge gained in the performance of official duties, or of access to Court records, facilities or privileges, whether for self or for another.
11. The official interpreters, except upon Court order, shall not disclose any information about court cases obtained while performing their interpreting duties.

12. The 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 whatsoever, or private involvement with the parties.
13. The official court interpreters undertake to inform the court of any impediment to the full observance of this Code or of any effort by another to cause this Code to be violated.
14. Each official court interpret of the United States Courts willingly accepts and agrees to be bound by this Code.

(Appendix A)

INTERPRETER USAGE BY LANGUAGE

In-Court Use
Fiscal Year _____

Court Location _____ **Quarter _____**

Language	Docketable Events	Cost	Language	Docketable Events	Cost
Albanian			Korean		
Apache			Laotian		
Arabic			Mandarin		
Armenian			Mein		
Bengali			Navajo/Staff		
Bulgarian			Navajo/Certified		
Burmese			Navajo/Non-Certified		
Cambodian			Neapolitan		
Cantonese			Nepalese		
Conjoval			Norwegian		
Czech			Papago		
Dutch			Polish		
Farsi			Portuguese		
Finnish			Punjabi		
Foochow			Pushtu		
French			Russian		
French Creole			Samoan		
Fulane			Serbo Croatian		
Ga			Sibuano		
German			Sicilian		
Green			Sign		
Guinea			Somali		
Gujarati			Spanish/Staff		
Haitian Creole/Certified			Spanish/Certified		
Haitian Creole/Non Cert.			Spanish/Non-Certified		
Hakka			Swedish		
Hausa			Tagalog		
Hebrew			Thai		
Hindi			Tongan		
Hintko			Turkish		
Hmong			TWI		
Hungarian			Urdu		
Ibo			Vietnamese		
Icelandic			Wayuunaiki		
Ilocano			Yemen		
Indian			Yiddish		
Indonesian			Yoruba		
Italian			Zuni		
Japanese			Other - ()		
Keres			TOTAL		

Trial Days Using Interpreters: _____
With One Interpreter: _____ With Two Interpreters: _____ (Appendix B)

INTERPRETER USAGE BY LANGUAGE

Out-of-Court Use

Fiscal Year _____

Court Location _____

Quarter _____

Language	Docketable Events	Cost	Language	Docketable Events	Cost
Albanian			Korean		
Apache			Laotian		
Arabic			Mandarin		
Armenian			Mein		
Bengali			Navajo/Staff		
Bulgarian			Navajo/Certified		
Burmese			Navajo/Non-Certified		
Cambodian			Neapolitan		
Cantonese			Nepalese		
Conjoval			Norwegian		
Czech			Papago		
Dutch			Polish		
Farsi			Portuguese		
Finnish			Punjabi		
Foochow			Pushtu		
French			Russian		
French Creole			Samoan		
Fulane			Serbo Croatian		
Ga			Sibuano		
German			Sicilian		
Green			Sign		
Guinea			Somali		
Gujarati			Spanish/Staff		
Haitian Creole/Certified			Spanish/Certified		
Haitian Creole/Non Cert.			Spanish/Non-Certified		
Hakka			Swedish		
Hausa			Tagalog		
Hebrew			Thai		
Hindi			Tongan		
Hintko			Turkish		
Hmong			TWI		
Hungarian			Urdu		
Ibo			Vietnamese		
Icelandic			Wayunaiki		
Ilocano			Yemen		
Indian			Yiddish		
Indonesian			Yoruba		
Italian			Zuni		
Japanese			Other - (_____)		
Keres			TOTAL		

Translations of Documents (events): _____

Individual Orientation Training: _____ Orientation Training Workshops: _____ (Appendix C)