

**Iowa Judicial Branch
Administrative Directive of the State Court Administrator
2017-4**

Policies on Court Interpreter and Translator Compensation

Authority, applicability, and effective date. Pursuant to Iowa Court Rule 47.12(2), the Iowa State Court Administrator hereby establishes the following statewide policies for the compensation of court interpreters and translators. This administrative directive applies to oral and sign language interpreters and translators of court-related materials who will be paid by a government entity for services provided to limited English proficient (LEP) persons who are participants in judicial branch legal proceedings and predisposition court-ordered programs as defined in Iowa Court Rule 47.1. This administrative directive, which *includes amendments only in section P*, replaces the directive dated September 14, 2016, and applies to interpreter and translator services provided on or after **October 9, 2017**.

A. Standard hourly fees for court interpreters.

A court interpreter shall receive the following hourly fee based on the classification of court interpreters established in Iowa Court Rules:

1. *Oral language interpreters*; classifications defined in Iowa Court Rule 47.4:
 - a. Class A (certified): **\$55**
 - b. Class B (noncertified): **\$45**
 - c. Class C (noncertified / on Iowa's roster of court interpreters or on another state's list of approved court interpreters): **\$40**
 - d. Unclassified (noncertified / not on any state's approved list of court interpreters, but meets minimum qualifications in Iowa Court Rule 47.2): **\$25**
2. *Sign language interpreters*; classifications defined in Iowa Court Rule 47.5:
 - a. Class A (certified): **\$70**
 - b. Class B (noncertified): **\$45**
3. *Telephone or remote video interpreters*: The standard fees for interpreters provided by the primary telephone interpreter services (e.g., CTS Language Link or Language Line, Inc.) will be established in an agreement with the state court administrator (SCA). Fees paid to other telephone or remote video interpreter services must be approved in a manner consistent with section B. (below) on exceptions to the standard hourly fees.

B. Exceptions to the standard hourly fees for court interpreters.

1. An interpreter of American Sign Language, Arabic, Bosnian/Serbian/Croatian, Cantonese, French, German, Mandarin, Polish, Spanish, Somali, Swahili, or Vietnamese will not be granted a fee that exceeds the hourly fee for the interpreter's classification in section A (above) unless, based on a showing of good cause by the court or District Court Administrator (DCA), the SCA or the SCA's designee (hereafter, SCA) approves a higher hourly fee prior to the appointment of a court interpreter. If SCA approves a higher fee, SCA will deliver a written approval to the DCA by email. The DCA will inform the court regarding approval of a higher hourly fee, and the court will include the approved fee in the order appointing the interpreter.

2. For an interpreter of a language not included in section B.1, a court may approve an hourly fee that is more than the standard hourly fee identified in section A if the court determines a higher fee is necessary under the circumstances to obtain the services of an interpreter who is appropriately qualified pursuant to Iowa Court Rule 47.3(4)-(6), but the higher hourly fee may not exceed the following limits:
 - a. **\$50** per hour for a noncertified oral language interpreter,
 - b. **\$65** per hour for a Class A certified oral language interpreter,
 - c. **\$75** per hour for a Class A certified sign language interpreter.
3. An exception to the fee limits established in B.2 may be granted only by SCA before a court appoints an interpreter. SCA will grant an exception only in extraordinary circumstances, which include:
 - a. The language of the person who needs an interpreter is uncommon in Iowa and a regional or national search is necessary to obtain the services of a qualified interpreter,
 - b. A diligent search for a qualified interpreter has found the interpreter to be the most qualified and geographically closest interpreter available, and
 - c. Paying a fee that exceeds the fee in B.2 would cost less than employing the next geographically closest and comparably qualified interpreter.
4. If SCA approves an exceptional fee pursuant to B.3, the approval must be in writing and delivered to the DCA by email. The DCA will inform the court regarding approval of a higher hourly fee, and the court will include the approved fee in the order appointing the interpreter.

C. Fees for translators of court-related materials.

1. *Standard fee for translation of documents:*
 - a. Upon receiving an application for a written translation of a court-related document pursuant to Iowa Court Rule 47.13(5)-(6), the court may authorize a qualified translator to be paid a fee of up to **\$.18** per word in the source document, and will include the translator's fee in the order appointing the translator.
 - b. When searching for a qualified translator consistent with Iowa Court Rule 47.13(3), court personnel will give preference to certified translators/interpreters who are on Iowa's Roster of Court Interpreters, but will conduct a regional or national search, if necessary, to locate a qualified translator who will provide services for the standard fee in this directive.
2. *Exceptions to the standard fee for translation of documents:*
 - a. If an application for a written translation of a court-related document has been filed and, after conducting a regional or national search for a qualified translator, court personnel are unable to locate a qualified translator who will provide a written translation of a court-related document for the standard fee allowed by section C.1, the DCA or DCA's designee will submit a request for assistance via email to the SCA's office. The request will include a copy of the document to be translated, a copy of the Application for Approval of a Written Translation and Appointment of a Translator, and the date the translation should be delivered to the court.

- b. SCA will locate a qualified translator and provide the court the name of a qualified translator and the fee to be paid to the translator. The court will include that information in the Order Approving a Written Translation of Court-related Material and Appointing a Translator.
3. *Fee for a written translation of an audio or audio-video recording of communications involving at least one LEP person:*
 - a. After review of an application for a written translation of an audio or video recording of communications involving at least one LEP person, if the court intends to approve the written translation, DCA personnel will solicit cost estimates for providing the requested written translation from at least two qualified translators (*see* Court Rule 47.13(2)-(3)). DCA personnel will conduct a regional or national search, if necessary, to locate qualified translators.
 - b. After obtaining cost estimates from at least two qualified translators, a DCA staff member will contact the SCA's office to review the estimates and determine whether to solicit additional estimates.
 - c. If the SPD or a local public defender office is responsible for paying the translator, the SCA's office will contact the SPD's office to review the cost estimates before approving one of the translators. The SPD's office may solicit additional cost estimates from qualified translators and may attempt to negotiate lower cost estimates from translators who previously submitted estimates.
 - d. After completing a review of translation cost described in sections C.3(a)-(c), the SCA's office will select the translator who submitted the lowest cost estimate and email the name of the translator and the cost estimate to the DCA staff member, who will complete a proposed order approving the written translation and appointing the translator.
 - e. The fee approved in the court order will be the maximum fee payable to the translator unless the translator establishes good cause for obtaining a higher fee upon completion of the translation work.
4. *Minimum translation fee:* For a written translation of a document or a group of documents related to a single case or party, a translator will receive a fee of not less than \$20 if the translation is approved by the court pursuant to Iowa Court Rule 47.13.

D. Compensation of interpreter services agencies.

1. An interpreter services agency that provides a Spanish interpreter to interpret in-person for a court proceeding or court-ordered program will be paid the hourly fee the interpreter would receive based on the interpreter's classification shown in section A.
2. When an interpreter is an owner of an interpreter services agency, and that interpreter provides services in-person at a court proceeding or court-ordered program, the interpreter's agency will be paid the standard fee for the interpreter's classification in section A. An exception may be granted for good cause by SCA in writing prior to the proceeding.

E. Definition of contractual terms. The following definitions will apply in the absence of a written agreement or court order that specifically identifies or defines other terms or conditions for the provision of court interpreting services:

1. "Contracted time" is the amount of time that a court interpreter agrees to provide interpreting services. It includes the start and estimated finish times for the court proceeding identified by a court employee, a representative of the entity that will pay the interpreter, or the applicable court order. If a proceeding for which an interpreter has contracted to provide services is cancelled less than 24 hours before it is scheduled to begin, the interpreter will be paid according to the terms in section N.2. If an interpreted proceeding begins, but ends earlier than the contracted time, the interpreter will be paid according to section N.3.
2. A "trial day" or a "full day" will be seven hours: it begins at 8:30 AM, ends at 4:30 PM, and excludes one hour for lunch; other breaks will be paid time. If the lunch period exceeds one hour, the interpreter will be paid for the extra lunch time as "waiting time." If the court proceeding actually begins before 8:30 AM or extends beyond 4:30 PM, or an LEP party or that party's attorney requests interpreter services before a court proceeding begins, after it ends, or during the lunch break, the interpreter will be paid for the additional time worked.
3. "All morning," will be 3.5 hours (including break time), from 8:30 AM to 12:00 PM, unless the morning session actually begins earlier or ends later than these times. An interpreter will be paid for break time.
4. "All afternoon" will be 3.5 hours (including break time), from 1:00 AM to 4:30 PM, unless the afternoon session actually begins earlier or ends later than these times.
5. A "half day" will be 3.5 hours (including break time), consistent with the definitions of an "all morning" and an "all afternoon" (above).

F. Minimum interpreting time.

1. When an interpreter has been appointed by a court to provide services for court proceedings, the interpreter will be paid a minimum of one hour for each morning and one hour for each afternoon, not a minimum of one hour for each interpreted proceeding in a morning or afternoon.
2. If an interpreter provides services for participants involved in more than one case during a morning or afternoon and the total actual work time is less than the minimum time in section F.1, the interpreter will apportion the minimum time among the cases when submitting claims for compensation.
3. Total time claimed may not exceed the one hour minimum time if the actual work time was one hour or less during a morning or afternoon.
4. An exception to the one hour minimum fee must be approved by SCA in writing and delivered to the DCA prior to the interpreted event, and the longer minimum fee must be included in the court order appointing the interpreter. SCA will approve an exception to the one hour minimum fee only in extraordinary circumstances identified in B.3(a)-(b) and if paying a higher minimum fee would cost less than employing the next geographically closest and comparably qualified interpreter.
5. When an interpreter has been appointed by a court to provide services for court proceedings in a case and the interpreter agrees to assist an attorney during communications with an LEP party outside of court in preparation for a court proceeding, the interpreter will be paid a minimum of one hour for each morning of interpreting for the same attorney and one hour for each afternoon of interpreting for the same attorney, whether the interpreter provides those services by telephone or in-person.

G. Waiting time.

1. If a court interpreter has been scheduled to provide services at a court proceeding and appears at the court facility at the scheduled time, the waiting time between the scheduled and the actual starting times is reimbursable. When submitting a fee claim, an interpreter will apportion waiting time among all the clients or cases for which services are provided during a given session.
2. When more than one interpreter has provided services during a jury trial involving at least one LEP party, only one interpreter at a time will be paid for time beyond contracted time to wait for and interpret the jury's verdict. If the interpreters do not agree which interpreter will wait for the jury's verdict, the judge will select one.

H. Reimbursable travel time.

1. When a court interpreter must travel to a county outside the interpreter's county of residence to provide services, round-trip travel time between a court interpreter's residence and the court or other location where the services are provided will be paid at the same hourly rate as for interpreting services.
2. Calculation of travel time will be: the total round-trip travel miles between the interpreter's residence and the courthouse or location where the interpreted activity occurs, divided by 60 (miles per hour). Additional travel time may be granted only if the interpreter encountered weather-related road conditions (e.g., ice or snow) of such severity that it necessarily extended the travel time.
3. If a proceeding will be conducted on more than one day and an interpreter's residence is outside the county where the proceeding is located, the government entity that will pay the interpreter will determine whether it is less expensive to pay the interpreter for round-trip travel time or for overnight lodging and meals at state rates (see Attachment 1) for the evenings before and between the days of the proceeding. The interpreter will be reimbursed an amount equal to the less expensive option regardless of which option the interpreter chooses.
4. When submitting a fee claim, an interpreter will apportion reimbursable travel time among all the cases for which the interpreter provided services at the location to which the interpreter travelled.
5. When there is no difference in the classifications of interpreters under Court Rule 47.3(4)-(5), an interpreter who resides within the county should be appointed before an interpreter who resides outside the county.

I. Travel expenses: mileage, lodging, meals, and airline or other public transportation.

1. When payment of travel expenses, in addition to travel time, is necessary to obtain the services of a qualified interpreter for a court proceeding, the DCA or the DCA's designee will negotiate with the interpreter or interpreter services agency to reasonably limit these expenses consistent with the compensation terms in this administrative directive.
2. Reimbursement of travel expenses will be up to state-approved rates in Attachment 1, unless an exception to a state-approved rate is approved by the chief judge of the judicial district in the order appointing the court interpreter.
3. When the closest qualified interpreter resides in a location sufficiently far from the location where the interpreter's services will be required that airline transportation could be the least expense travel option, but the interpreter expresses a preference for driving,

the DCA or DCA's designee will estimate the costs of travel by airline (including travel to and from the airports at both locations and payment for travel time) and by automobile (including payment for travel time) and will offer to reimburse the interpreter an amount equal to the less expensive option, regardless of which travel option the interpreter chooses. The court will include the agreed upon terms in the order appointing the court interpreter.

4. When the state or local public defender office is responsible for paying the interpreter, the DCA or DCA's designee will communicate with the appropriate public defender office to obtain approval of the interpreter travel expenses negotiated with the interpreter or interpreter services agency prior to the entry of an order appointing the interpreter. A public defender office may enter into a standing agreement with a DCA to accept the interpreter travel expenses negotiated and approved by a DCA.
 5. Reimbursement for travel expenses must be approved by a judge in the order appointing the interpreter before such expenses are incurred.
 6. Meal expenses will be reimbursed only when overnight lodging has been approved in the order appointing the interpreter prior to the proceeding.
 7. Reimbursement for travel mileage will be approved in writing by SCA only in extraordinary circumstances identified in B.3(a)-(b) and if paying travel mileage would cost less than employing the next geographically closest and comparably qualified interpreter.
 8. An interpreter or interpreter services agency will submit a copy of the order appointing the interpreter that includes approval of travel expenses with the interpreter's fee claim form to obtain reimbursement.
 9. If a proceeding unexpectedly extends to an additional day and the interpreter resides more than 100 miles from the location of the proceeding, an interpreter may be reimbursed for lodging plus dinner and breakfast at state rates without prior written approval by the government entity that will pay the interpreter.
 10. At the end of an interpreted proceeding, if an interpreter would normally travel back to the interpreter's residence, but severe weather makes such travel hazardous (e.g., due to ice or heavy snow), an interpreter may be reimbursed for lodging and meals without prior written approval by the government entity that will pay the interpreter.
- J. Avoidable travel expenses.** Any travel expenses incurred by an interpreter after receiving notice of a cancellation of a court proceeding or court-ordered activity (e.g., mediation, Children in the Middle class) at which the interpreter was supposed to provide services will not be reimbursed.
- K. Unavoidable travel expenses.**
1. If an interpreter purchases nonrefundable transportation tickets (airline, train, or bus) after receiving approval in advance from the DCA (if SCA or county is responsible for paying the interpreter) or from a supervisor in the SPD or local public defender office (if one of those offices is responsible for paying the interpreter), and the proceeding for which the interpreter was needed is cancelled and the interpreter is notified of the cancellation at least 24 hours before the scheduled departure time, the interpreter will be reimbursed for the cost incurred by the interpreter for cancelling the tickets (e.g., the ticket change fee charged by most airlines).

2. If notice of a cancellation is delivered to an interpreter after the interpreter has travelled at least part of the distance to the location where services are to be provided, and that location is outside the interpreter's county of residence, actual travel time (not expected travel time) and other previously approved travel expenses actually incurred are reimbursable.

L. Parking costs. If a proceeding is conducted in a location where an interpreter must pay for parking, actual parking costs are reimbursable up to \$8 per day without a receipt, and up to \$15 per day with a receipt. If an interpreter claims parking expenses without a receipt, the interpreter will be paid \$2 for each one hour of interpreting time up to the maximum of \$8.

M. Notice of cancellation of agreement.

1. A court interpreter receives notice of a cancellation when a court employee, attorney representing the person who needs the interpreter, or employee of the office that will pay the interpreter delivers notice of a cancellation to the interpreter by email to the email address provided by the court interpreter, or by voice or fax message at a phone number provided by the court interpreter, or through verbal communication with a representative of the court interpreter at a phone number provided by the court interpreter, not when the court interpreter actually hears or reads the message.
2. Cancellation of services by a court interpreter is governed by Iowa Court Rule 47.3(13).

N. Payment of a court interpreter upon cancellation of agreement.

1. If an interpreter agrees to provide services for court proceedings on one or more dates and the interpreter receives notice of cancellation of the court proceeding(s) pursuant to section M at least 24 hours prior to the time the court interpreter is scheduled to begin providing services (excluding weekends and holidays), the court interpreter will not receive payment for cancelled interpreting time or cancelled travel time.
2. If an interpreter receives notice of cancellation of a court proceeding less than 24 hours prior to the time the court interpreter is scheduled to begin providing services in court, the court interpreter will receive either the full hourly rate for the contracted interpreting time or for seven hours, whichever is less, plus any actual reimbursable travel time incurred and any previously approved nonrefundable travel expenses incurred prior to receiving notice of the cancellation. An interpreter will not be reimbursed for expected travel time that was not actually incurred prior to the notice of the cancellation.
3. If notice of cancellation of a court proceeding is provided to an interpreter after the interpreter begins providing services for the proceeding, but before the contracted time period has been completed (e.g., due to settlement or guilty plea), the court interpreter will be paid for actual interpreting time plus either the remaining contracted interpreting time or seven hours of interpreting time (after the cancellation), whichever is less, plus reimbursable round-trip travel time if applicable. The interpreter also will be reimbursed for any previously approved travel expenses (see section I) incurred prior to receiving notice of the cancellation.
4. If a court interpreter, after receiving notice of a cancellation pursuant to section N.2 or N.3, is able to obtain alternate employment as an interpreter to substitute for part or all the cancelled court interpreting time, the court interpreter will subtract the amount of fees earned through the alternate interpreting work from the amount owed to the interpreter by the government entity responsible for paying the interpreter for the

cancelled court interpreting time. If a cancellation described in section N.3 occurs, travel time returning to an interpreter's residence will not be considered alternate interpreting work time.

O. Managing the number of court interpreters and interpreter costs. When application of Iowa Court Rule 47.3(12), governing the number of interpreters in a court proceeding, indicates that a total of four or more interpreters could be appointed for a court proceeding, the court may encourage the parties to agree to the appointment of fewer interpreters (e.g., three instead of four) to work as a team to meet the interpreting needs of the LEP participants, but only if doing so will not diminish the quality of interpreting services. In these situations, if the team interpreters will be paid by different government entities, those entities must agree in advance to equitably share the payment of the interpreters.

P. Fee claims for court interpreter or translator services.

1. Within 45 days after completing services for a court or legal proceeding for which a government office will be responsible for paying a court interpreter or translator (hereafter interpreter refers to interpreter or translator), the interpreter will submit a fee claim signed by a judge to the government office that will pay the interpreter by using a fee itemization and claim form approved by SCA. (The fee itemization forms and instructions for submitting fee claims can be found in the court interpreters section of the Iowa courts' website at: www.iowacourts.gov.)
2. The date the government office responsible for paying an interpreter receives a fee claim from an interpreter is the date the fee claim form is "submitted" for the purpose of meeting the 45-day time limit in section P.1.
3. Exceptions to the 45-day rule in P.2 will be granted only if the delay in submitting a fee claim was caused by one of the following circumstances:
 - a. Death of the interpreter;
 - b. Death of the interpreter's spouse, child, parent, or sibling;
 - c. Serious illness, injury, or other medical condition experienced by the interpreter that prevents the interpreter from working for more than three consecutive days within the last five days before the expiration of the 45-day period for submission of the fee claim;
 - d. Serious illness, injury, or other medical condition experienced by the interpreter's spouse or child that prevents the spouse or child from working or performing other regular daily activities for more than three consecutive days within the last five days before the expiration of the 45-day period for submission of the fee claim; and
 - e. The government office responsible for paying the interpreter, in its sole discretion, may grant an exception when an interpreter provides substantial and convincing evidence that some other extraordinary condition(s) beyond the interpreter's control prevented the interpreter from submitting a fee claim with the 45-day time period.
 - f. A fee claim submitted pursuant to the exception in section P.3(a) must be submitted within 45 days after the death of the interpreter; a fee claim submitted pursuant to the exception in section P.3(b) must be submitted within 30 days after the death that caused the delay; a fee claim submitted pursuant to the exception in sections P.3(c), (d), or (e) must be submitted within 30 days after the occurrence

of the serious illness, injury, other medical condition, or other extraordinary circumstance that caused the delay.

4. Pursuant to Iowa Administrative Code (IAC) 493-13.2(2), the State Public Defender (SPD) has authority to reasonably deny, reduce, or otherwise modify the payment to a court interpreter whom the SPD is required to pay, even if a judge has approved the interpreter's fee claim. IAC section 493-13.3 establishes a process for an interpreter to appeal such an action by the SPD. SCA has no authority to pay fee claims in excess of those approved by the SPD or by the court after the appeal process.
5. When SCA is responsible for paying a court interpreter, SCA personnel who manage interpreter fee claims may reduce or modify the amount of a payment to an interpreter (claimant) whom SCA is required to pay, even if a judge has approved the interpreter's fee claim, if:
 - a. The claimant incorrectly calculated the fees or expenses,
 - b. This administrative directive or the Iowa Court Rules do not authorize reimbursement of the claimant for the type of expense(s) claimed,
 - c. The claimant failed to obtain prior approval of a claimed expense as required by this directive or by court or administrative rule, or
 - d. The amount of time or expenses claimed exceeded the amount approved prior to performance of the interpreting or translating services.
6. An interpreter may submit a written request for the state court administrator to review a reduction in compensation by SCA personnel pursuant to section P.4. A written request for review must include an explanation for why the reduction of the interpreter's fee by SCA personnel was not appropriate. The state court administrator's decision on the matter will be final.

Dated this 7th day of September, 2017.



David K. Boyd
State Court Administrator

cc: Chief Judges of the Judicial Districts
District Court Administrators
Deputy State Court Administrator
Director, Finance and Personnel
Legal Counsel, State Court Administration
Clerks of District Court
Director, Office of Professional Regulation
State Public Defender

Attachment 1

State Rates for Reimbursement of Travel Related Costs for Court Interpreters (Effective 7-1-16)

Types of travel expenses ¹	State Reimbursement Rates
Hotel / lodging	\$65 per night plus applicable taxes
Meals²	\$5 – breakfast \$8 – lunch \$15 – dinner
Mileage (Interpreters are paid for their travel time; reimbursement for mileage is rarely approved by SCA or SPD) ³	\$.45 per mile paid by SCA ³ \$.39 per mile paid by SPD ³

¹ These expenses must be approved in writing before the expenses are incurred by the office required to pay the interpreter. (See administrative directive section I.)

² If an overnight stay is approved in advance, breakfast is reimbursed if a claimant leaves home *prior* to 6:00 AM to arrive at the work location; and dinner is reimbursed if the claimant returns home *after* 7:00 PM.

³ SCA = State Court Administration, SPD = State Public Defender Office, LPD = Local Public Defender Office.

Note: This attachment will be updated when reimbursement rates change.