



Payment Policies for Independent Contractor Interpreters

(Effective July 1, 2021)

I. Purpose

Originally adopted February 1, 2000, this policy establishes standard compensation rates and policies for payment for independent contractor interpreters retained by California trial courts.

II. Authority

The annual Budget Act provides the judicial branch with spending authority from the Trial Court Trust Fund to pay independent contractor interpreters to provide services during court proceedings, and for services related to pending court proceedings, including services provided outside a courtroom. Through provisional language in the Budget Act, the Legislature requires the judicial branch to set statewide or regional payment rates and to establish payment policies that do not exceed the rate paid to certified interpreters in the federal court system.

III. Policy

A. Written Agreement

A written agreement, defining the cost, rates, scope of work, and terms and conditions, must be in place between the court and independent contractor interpreter (hereinafter referred to as “interpreter”) before service is provided.

B. Compensation Rates

1. Interpreters will be compensated for services at a half-day, full-day, or hourly rate.
 - a. Half-day Rate: Paid when services are provided for any portion of a consecutive four-hour period during either of the following:
 - A morning court session, defined as beginning no earlier than 8:00 a.m. and ending by 12:15 p.m.
 - An afternoon court session, defined as beginning no earlier than 1:00 p.m. and ending by 5:15 p.m.
 - b. Full-day Rate: Paid when services are provided in both a morning and afternoon court session in a single day.
 - c. Hourly Rate: Paid when services are provided via Video Remote Interpreting or during a night session (defined as beginning no earlier than 5:15 p.m. and ending by 10:00 p.m.).
2. If an interpreter is required to work between the hours of 12:15 p.m. and 1:00 p.m. or after 5:15 p.m. until the conclusion of the afternoon session, the interpreter is entitled to hourly compensation in addition to other compensation received for the day.
3. The compensation rates for interpreters are as follows:
 - a. Certified/Registered Interpreters
 - Half-day: \$175
 - Full-day: \$350
 - Hourly: \$44
 - b. Noncertified/Nonregistered Interpreters (provisionally qualified [Cal. Rules of Court, rule 2.893])

- Half-day: \$110
 - Full-day: \$220
 - Hourly: \$28
- c. Oral, Sign Language, and Deaf-Blind Interpreters (hereinafter referred to as “sign language interpreters”)
- In accordance with Evidence Code section 754(i), sign language interpreters will be paid the prevailing rate paid to persons employed by the court to provide interpreter services.

C. Cancellation fee

1. A cancellation fee, not to exceed the half-day or full-day compensation rates included in this policy, may be paid if the court entered into an agreement with an interpreter more than 24 hours or one business day in advance of the assignment, and either of the following occurs:
 - The court cancels the assignment with less than 24-hour notice.
 - The court cancels an assignment that begins on the first business day of the workweek without one business day’s notice.
2. Paying a cancellation fee under any other circumstances, or negotiating a fee that exceeds that of the half-day or full-day compensation rates included in this policy, requires written approval by the Executive Officer or designee.
3. The rate and terms of paying a cancellation fee must be included in the written agreement between the court and interpreter.

D. Business-Related Travel Expenses

Business-related travel expenses may be reimbursed for interpreter travel to and from an assignment, as follows:

1. Reimbursement of travel expenses such as air transportation, lodging, meals, personal vehicle usage, and rental vehicle usage, for interpreters must be made in accordance with the judicial branch travel guidelines (see FIN 8.03).
2. If travel expenses, including travel time, are to be reimbursed, they must be addressed in the written agreement between the court and interpreter.
 - a. Travel expense reimbursement limits are outlined in Finance Memos and guidelines located on the Judicial Resources Network and Government Code section 71810(f).
 - b. Rates, with the exception of lodging (see FIN 8.03), may not be negotiated higher than the upper limits that are in effect at the time the agreement is signed.
 - c. If the interpreter will be required to travel outside of the half-day or full-day time frame, and travel time is negotiated as part of the agreement, the rate may not exceed the hourly compensation rate included in this policy. The rate and method for calculating travel time must be included in the written agreement between the court and interpreter and the determination of travel time must be validated by relevant travel conditions.
3. Copies of receipts and invoices must be submitted for reimbursement of travel expenses that have been incurred and that are in accordance with the written agreement between the court and interpreter. Travel expenses that have not been authorized in writing will not be paid.

Exception for Reimbursement Limits for Sign Language Interpreters: Evidence Code section 754 provides that sign language interpreters will be paid actual travel expenses. Therefore, reimbursement limits outlined in Finance Memos are not applicable to sign language interpreters. Reimbursement rates must be negotiated and provided for in the written agreement.

E. Costs Exceeding Normal Rates

1. Courts have the discretion to negotiate compensation rates above those established by this policy in order to obtain services in extraordinary circumstances.
2. Before a higher compensation rate may be authorized, the following procedures must be followed:
 - a. The court must make a reasonable effort to contact a minimum of three independent contractor interpreters. If contacting three is not feasible in a given circumstance, the reason(s)/rationale and what attempts were made must be documented.
 - b. Each interpreter who is contacted must be unwilling to accept the applicable maximum rate and/or be unavailable to provide service to the court on the requested date(s).
 - c. The court must make a determination that the only alternative, other than to pay a compensation rate that exceeds the maximum rate included in this policy, is to continue the proceeding.
 - d. The trial court's Executive Officer or designee must approve the higher rate for the specific case and date(s) requested prior to the commencement of work.
3. Efforts to locate available interpreters and the court's approval of a higher payment rate prior to the commencement of work must be documented. Courts may use the Judicial Council's *Independent Contractor Interpreter–Payment Rate Authorization Form* or an alternative method of documentation. All documentation, including the specific case, date(s), rate, and approval, must be kept with the claim.
4. If fewer than three interpreters in a given language are available to a court, with the approval of the Executive Officer or designee, a compensation rate that is above that which is included in this policy may be negotiated and be valid for at least one year without the need to renegotiate and document each time the services of one of those interpreters are retained. A copy of the documentation with the initial research and approval of the Executive Officer or designee must be kept with each claim.

Note: The discretion to negotiate a higher rate in extraordinary circumstances does not apply to business-related travel expenses. Travel expenses may not be negotiated to a rate higher than that permitted in the judicial branch travel guidelines. (See section III.D. above for more information.)