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CLERK US DISTRICT COURT  
DISTRICT OF ARIZONA  
BY /s/ D. Lucas DEPUTY

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

In the matter of )  
MANAGEMENT PLAN FOR COURT )  
INTERPRETING SERVICES FOR THE )  
OFFICE OF THE CLERK, UNITED STATES )  
DISTRICT COURT, DISTRICT OF ARIZONA )  
**SUPERSEDES GENERAL ORDER 04-01** )

GENERAL ORDER 07-02

**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

1           6.       enhance the efficient operation of the Court.

2   **B.    APPLICABILITY OF PLAN**

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

7   **C.    CLASSIFICATIONS OF COURT INTERPRETERS**

8           Staff Interpreters

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

12           AO Certified Contract Interpreters

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

18           Otherwise Qualified Interpreters

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

25           *Professionally Qualified Interpreters:*

26                   To be included on the Director's master list of interpreters who are "professionally  
27 qualified", an interpreter must demonstrate to the local court:  
28

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

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

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

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

19 *Language Skilled Interpreters:*

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

25 **D. SUPERVISION**

26 The Clerk of the Court shall designate a Court Interpreter Supervisor in both the Phoenix  
27

1 Tucson divisions, whose duties and responsibilities are to provide day-to-day management of the  
2 court interpreters, including but not limited to:

- 3 1. Ensuring the roster of certified and non-certified contract interpreters for the District  
4 of Arizona is regularly updated on the Judiciary's Court Interpreter Database.
- 5 2. Effectively managing all staff and contract court interpreters to ensure compliance  
6 with the policies and procedures of this district and the judiciary.
- 7 3. Timely verifying contract interpreter vouchers submitted for payment are accurate  
8 and in compliance with the Judiciary Policies and Procedures.
- 9 4. Maintaining the interpreter usage statistical data and ensuring submission of this data  
10 to the Administrative Office, as required.
- 11 5. Serving as a liaison for interpreting issues with the Office of the Federal Public  
12 Defender, U.S. Attorney, and other governmental agencies.
- 13 6. Coordinating a document translation system for incoming translation requests  
14 submitted to the court by other governmental agencies or CJA attorneys.
- 15 7. Evaluating the performance of staff interpreters on an annual basis in accordance  
16 with relevant provisions contained in Chapter 4, Section 4.04, of the District of  
17 Arizona Human Resources Manual.
- 18 8. Securing required authorizations and approvals for travel by both staff and contract  
19 interpreters.

20 **E. STAFF INTERPRETERS**

21 Duties and Responsibilities

- 22 1. Monitoring court calendars for interpreter coverage requirements.
- 23 2. Receiving and distributing letters for translation.
- 24 3. Contacting the other staff interpreters and per diem interpreters if assistance is  
25 necessary.
- 26 4. Updating the 'no-interpreter list'.



1 made by an interpreter to solicit or obtain outside employment. An interpreter may  
2 not use the government courthouse address or job title in such work. A  
3 representation of being a U.S. Courts certified interpreter is acceptable.

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

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

16 **F. CONTRACT INTERPRETERS**

17 Compensation

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

23 Contracted for One Hearing

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

2 Payment on Late Cancellation

3 If an interpreter is contracted more than 24 hours in advance and is not notified of the  
4 cancellation at least 24 hours prior to the start of an assignment, the interpreter shall generally be  
5 paid compensation for at least a half-day of services. The contract interpreter shall have the option  
6 of accepting such compensation and being available on-call in the interpreters' office and assisting  
7 with document translations for the half-day, or waiving all due compensation and taking advantage  
8 of other work opportunities.

9 Dual Compensation

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

16 Duty Hours

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

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

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

10 Overtime Rate

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

14 Preparing Vouchers

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

23 Authorizations to Travel

24 Written authorization must be obtained from the court interpreter supervisor and the chief  
25 deputy **prior** to any travel being performed by a per diem interpreter. It is the responsibility of the  
26 staff interpreter to inform their immediate supervisor in writing of the anticipated travel expenses  
27 of the per diem interpreter. The request shall contain estimated expenses (airfare, mileage, lodging,  
28

1 etc.), and the anticipated duration of the per diem interpreter's assignment. The immediate  
2 supervisor will review the request and if approved, will forward the request to the chief deputy for  
3 final approval. A copy of the chief deputy's authorization (normally an e-mail message) shall be  
4 attached to the per diem interpreter's travel voucher.

5 **G. INTERPRETER ASSIGNMENTS**

6 Assignment Method - Spanish

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

18 Assignment Method - Other than Spanish

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

22 Availability for Reassignment

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

27 Lengthy Proceedings

28 The District of Arizona policy is to assign interpreters to a trial or any lengthy proceeding

1 in pairs to reduce the element of fatigue and consequent possibility of error. It is expected that the  
2 interpreters will relieve each other every 30 minutes.

3 **H. DOCUMENT TRANSLATIONS**

4 As time permits, all staff and per diem interpreters will be requested to assist the Court, CJA  
5 attorneys, and the Probation office with document translations. It is the policy of this court to  
6 discourage the use of official court interpreters for document translations requested by the Federal  
7 Public Defender' Office, retained counsel, or in civil matters. However, if a request is approved by  
8 a judicial officer, such services will be provided on a cost-reimbursable basis in accordance with  
9 Section (g) of the Court Interpreter's Act. The established half and full day rates for certified  
10 interpreters will apply. Counsel of record must be present at all times when documents are being  
11 read/interpreted by the staff interpreter to the defendant/client.

12 Types and Quantity of Documents

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

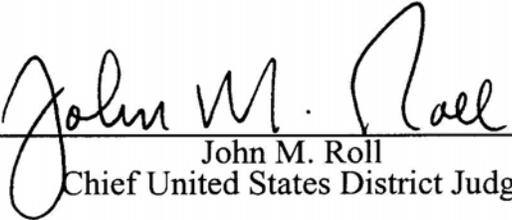
22 **I. STATISTICAL REPORTING**

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

1 **J. INTERPRETER REFERRALS**

2 The staff interpreters shall maintain a roster of certified, professionally qualified and  
3 language-skilled per diem interpreters who reside in this district. A master roster of certified,  
4 professionally qualified, and language-skilled interpreters, simply referred to as the National Court  
5 Interpreter Database, is available on the J-Net. This database contains per diem interpreter  
6 information for the entire country. It is the responsibility of staff interpreters to review and update  
7 the information in this database to ensure the information regarding the interpreters residing in  
8 Arizona is accurate. Any new interpreters used in this district should be added to the database  
9 immediately, and information such as addresses and telephone numbers for existing interpreters  
10 should be updated quarterly.

11 DATED this 8<sup>th</sup> day of February 2007.

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16 John M. Roll  
17 Chief United States District Judge  
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