

KING COUNTY SUPERIOR COURT
Interpreter Payment Policies
Effective January 1, 2015

Payment for interpretation services are subject to the following guidelines. These guidelines can be exceeded only in extraordinary circumstances and only with written authorization of the court.

(A) APPOINTMENT

- (1) The Court will provide interpreters for the deaf and hard of hearing in civil and criminal cases per Revised Code of Washington (RCW) Chapter 2.42, at no cost to the party.
- (2) In criminal matters, the Court will provide interpreters for non-English speaking parties, per RCW Chapter 2.43, at no cost to the party.
- (3) In civil matters, for parties or witnesses, the Court will provide an interpreter at public expense.
- (4) Dependency matters:
 - (a) Deaf and Hard of Hearing: The court will pay for sign language interpreters for both in-court services and out-of-court attorney preparation.
 - (b) Foreign Spoken Language: The court will pay for out-of-court attorney preparation, and the Washington State Department of Children and Family Services (DCFS) will pay for all in-court services. If the dependency matter is a private agency case, then the court will pay for all in and out of court matters. Payment is for all parties involved in the matter including parents, child and witnesses.
- (5) Unified Family Court Planning Conferences, Family Law Facilitators, Protection Order Program, Housing Justice Project with no case number:
The court will pay for an interpreter to assist each non-English speaking party in any of these matters. In cases where the Department of Children and Family Services (DCFS) is a party to any action which is being heard at the planning conference, standard Interpreter Payment Procedures as defined in the dependency matters section will apply.
- (6) Private non-appointed attorneys are responsible for interpreter compensation for any out-of-court meetings with clients.
- (7) In accordance with current industry standards of practice for interpreters (as established and recommended by the 2007 Position Paper issued by the National Association of Judiciary Interpreters and Translators - NAJIT, the Oregon Judicial Department Court Interpreter Services program and the National Registry of interpreters for the Deaf - RID), whenever feasible, two interpreters working as a team will be secured for each person needing an

interpreter at any event lasting over two hours. When two interpreters cannot be secured, more breaks are required.

(B) FEES & EXPENSES

- (1) The court will pay \$40/hour for non-certified and non-registered interpreters and \$45/hour for a Washington State Court certified or registered interpreter.
 - (2) The court will pay a minimum of two hours for services rendered in person per day. Compensation for interpreter services provided after the two hours have been reached will be based on actual time worked, rounded up to the nearest five-minute increment. If a two hour minimum is earned in the AM and the interpreter returns for an assignment commencing after the noon hour, regardless of location, then a one hour minimum will apply to that PM appointment. The start time for which interpreters are compensated is assigned by the Office of Interpreter Services and includes waiting time. For interpretation work provided by telephone, the court will pay a one hour minimum. If other telephone work falls within the one hour period, that is covered by the one hour minimum. The policy is not a one hour minimum per phone call.
 - (3) Unless special circumstances have been approved, travel time will only be compensated if an interpreter works within the same AM or PM period in Seattle, Juvenile Court or ITA at Harborview and Kent. Travel time for this circumstance is paid at a flat rate of \$25.00.
 - (4) The regular hourly rate for interpreter services provided on weekends or before 8:00 A.M. or for work commencing after 5:00 P.M. and for weekends and holidays will be increased by \$10.00 per hour.
 - (5) Sign Language interpreters for deaf and hard of hearing jurors will be scheduled and compensated for a minimum of 5.50 hours per day for four consecutive days. Time spent interpreting beyond this minimum will be based on the greater of actual time worked or scheduled. If the juror is excused prior to the four days for which the interpreter is scheduled, then they are placed in an on-call status so that the court may assign them to another event until the scheduled time is completed. If the interpreter finds other work or is otherwise unable to be on an on-call status with the court, they must notify interpreter services and will not be compensated for the time they are not on-call.
 - (6) Compensation may vary from that set out in this policy due to special circumstances if approved by the Manager or Assistant Manager of the Office of Interpreter Services. An explanation of the special circumstances and the compensation variance must be included with the invoice submitted for payment by the interpreter.
 - (7) The court will not pay for interpreter services which have not been scheduled by or preapproved by the Office of Interpreter Services.
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(C) CANCELLATION POLICY

(1) Cancellations for Non-trial Events:

- a) No compensation will be provided to the interpreter for scheduled time if the court provides at least 24 hours' notice of cancellation to the interpreter. This does not apply to Sign Language interpreters scheduled for jurors, see section B(5). Weekends and holidays are not included in the 24 hours' notice calculation.
- b) If less than 24 hours' notice of cancellation is given to the interpreter, then they will be paid the greater of specific time scheduled or a two hour minimum.
- c) When an interpreter is in a compensated but not working status due to cancellation of schedule time, then they are placed in an on-call status so that the court may assign them to other work. If the interpreter finds other work or is otherwise unable to be on an on-call status with the court during this time, they must notify interpreter services and will not be compensated for the time they are not on-call.

(2) Cancellation Policy for Trials and Pre-trial Conferences:

- a) Interpreters scheduled for up to two days for trial work will be paid for actual time reserved if they are not given at least 24 hours' notice of cancellation. Payment for cancellation time will be reduced equal to any replacement work that the interpreter is able to find elsewhere during the time for which cancellation is being paid. Weekends and holidays are not counted as part of the 24 hour notice.
- b) Interpreters scheduled for three or four days of trial work who have not received at least 24 hours notice of cancellation will be paid for up to two days, plus a full day if they arrived at court before they were notified of the cancellation. Payment will not exceed actual time reserved. Payment for cancellation time will be reduced equal to any replacement work that the interpreter is able to find elsewhere during the time for which cancellation is being paid for. Weekends and holidays are not counted as part of the 24 hour notice.
- c) Interpreters scheduled for five or more days of trial work who have not received at least 24 hours' notice of cancellation will be paid for up to three days, plus a full day if they arrived at court before they were notified of the cancellation. Payment will not exceed actual time reserved. Payment for cancellation time will be reduced equal to any replacement work that the interpreter is able to find elsewhere during the time for which cancellation is being paid for. Weekends and holidays are excluded from that calculation.

- d) Exceptions to this policy for trial cancellation may be authorized due to special circumstances with the approval of the Chair of the Interpreter Committee, or in his/her absence, the relevant department chief.

(3) Cancellation Due to Inclement Weather

- a) No compensation will be made for interpreter assignments while the court is closed due to inclement weather if the public has been notified of the closure by 6:30 AM for that day.
- b) If the public is notified that the court will be closed after 6:30 AM on any particular day due to inclement weather, regular payment policies will apply, except that no payment will be made for scheduled time that falls beyond 3 hours of when the public is notified of the closure. This supersedes the regular cancellation policy.

(D) **PAYMENT PROCESS**

- (1) A King County Superior Court Interpreter Service invoice form shall be used to request payment in all cases. The form sent to the court for payment must have an original signature. The payment invoice may be returned to the interpreter if it is not properly completed.
- (2) Invoices must be submitted within thirty (30) days of the date that services were provided. Failure to submit invoices in a timely manner may result in significant delay of payment.