

Iowa Judicial Branch

**ADMINISTRATIVE DIRECTIVE OF THE STATE COURT ADMINISTRATOR
IN THE MATTER OF COURT INTERPRETER COMPENSATION**

Pursuant to Iowa Court Rule 14.9(2) and in consultation with the Judicial Council, the following statewide policies for the compensation of court interpreters are hereby established, effective for services provided on or after September 1, 2007:

1. **Standard statewide hourly fee schedule for court interpreters.** A court interpreter shall obtain the following hourly fee based on the classification of court interpreters established in Iowa Court Rule 14.3:
 - a. Sign language interpreters
 - (1) Class A (certified): \$70
 - (2) Class B (noncertified): \$45
 - b. Oral language interpreters
 - (1) Class A (certified): \$55
 - (2) Class B (noncertified): \$45
 - (3) Class C (noncertified / on the statewide roster of court interpreters): \$40
 - (4) Class C (noncertified / not on the statewide roster of court interpreters): \$25

2. **Hourly fees in exceptional circumstances.** When the court needs a qualified interpreter for a language other than Spanish and there is no qualified interpreter of that language reasonably available, the court may authorize an hourly fee that exceeds the standard hourly fees for court interpreters, but the fee may not exceed \$75 per hour unless approved in advance by the chief judge of the judicial district.

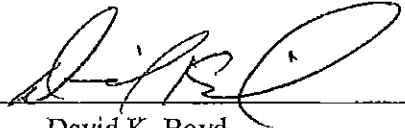
3. **Minimum court interpreter time.** When a court interpreter has been appointed and scheduled to provide services, the interpreter shall be paid a minimum of one hour for each morning court session and one hour for each afternoon court session. If an interpreter provides services for more than one litigant or defendant during a morning or afternoon session and the total actual work time is less than one hour, the interpreter shall divide the one hour minimum time between the litigants or defendants when submitting claims for compensation. The total time claimed may not exceed one hour if the actual work time is less than one hour.

4. **Waiting time.** 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. Waiting time should be apportioned among all the clients to whom services are provided at a given court session.

5. **Reimbursable travel time.** When a court interpreter is scheduled to provide services at a court proceeding, travel time from a court interpreter's official domicile to the court facility, and from the court facility to the court interpreter's official domicile after providing services, will be paid at the same hourly rate as for interpreting services under the standard statewide hourly fee schedule, but only when a court interpreter must travel outside her or his county of official domicile to provide services. When there is no difference in the classifications of interpreters under Court Rule 14.6, an interpreter who resides within the county should be appointed before an interpreter who resides outside the county.
6. **Travel mileage costs.** Travel mileage costs are not reimbursable, except in exceptional circumstances and with prior approval by the presiding judge, if the court pays the interpreter, or by the State Public Defender, when the State Public Defender pays the interpreter.
7. **Avoidable travel expenses.** Any travel time, mileage, and other travel-related expenses incurred by a court interpreter after being advised by the judge, court staff, or an attorney that the hearing or trial for which a court interpreter's services were needed has been cancelled will be deemed avoidable expenses and will not be reimbursed.
8. **Parking costs.** Actual parking costs are reimbursable up to \$15 per day, regardless whether the services are provided within or outside the interpreter's county of residence.
9. **Notice of cancellation of agreement.** A court interpreter is deemed advised of a cancellation when a court employee or attorney delivers notice of a cancellation to the email address provided by the court interpreter, by voicemail at a phone number provided by the a court interpreter, or with a representative of the court interpreter, not when the a court interpreter actually hears or reads the message.
10. **Payment upon cancellation of agreement.**
 - a. If a court interpreter agrees to provide services on one or more dates and the court or the agency responsible for paying the court interpreter provides notice of cancellation of those services at least 24 hours (excluding weekends and holidays) prior to the time the court interpreter is scheduled to begin providing services, the court interpreter shall not receive payment.
 - b. If notice of cancellation of services is provided less than 24 hours prior to the time the court interpreter is scheduled to begin providing services, the court interpreter shall receive either the full hourly rate for the contracted time or for eight hours, whichever is less.
 - c. If notice of cancellation is provided after the court interpreter begins providing services for a court proceeding, but before the contracted time period has been completed (e.g., due to settlement or dismissal), the court interpreter shall be paid for actual work time plus either the remaining contracted time or eight hours (after the cancellation), whichever is less.
 - d. If a court interpreter is able to obtain employment as an interpreter to substitute for the cancelled contract time, the court interpreter shall not bill the court, State Public Defender, or other government agency for the cancelled time.

11. **Claims for interpreter services.** A court interpreter shall submit a claim for payment to the appropriate government agency within 45 days after completion of the agreed upon services in a case. For services completed prior to the effective date of this administrative directive, claims must be submitted within 45 days after the effective date. Interpreters must follow the claims procedures established by the agency responsible for paying the claim.

Dated this 27th day of July, 2007.

By 
David K. Boyd
State Court Administrator