Payment Policies for Independent Contractor Interpreters

(Effective January 1, 2027)

I. Purpose

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

II. Authority

The annual Budget Act provides the judicial branch with spending authority to pay independent contractor interpreters to provide services during court proceedings and for services related to pending court proceedings taking place in or outside of a courtroom, including services provided outside of a courthouse.

Through provisional language in the Budget Act, the Legislature requires the judicial branch to establish payment policies and set statewide or regional payment rates that do not exceed the rates paid to certified interpreters in the federal court system.

III. Policy

A. Applicability

These policies apply to all modes of interpretation, all litigation and event types (including all stages of jury trial), all service delivery methods (in-person, video-remote, and telephonic interpreting), and all independent contractor interpreters regardless of procurement method. This policy does not apply to sign language interpretation.

B. Written Agreement

A written agreement, defining the cost, rates, scope of work, and terms and conditions, must be in place between the court and the independent contractor interpreter (hereinafter referred to as "interpreter") before service is provided. All courts must use the standardized Independent Contractor Interpreter Agreement template to ensure the consistent and uniform application of interpreter payment policies statewide. Any contract that is initiated on or after this policy's effective date must comply with the new standardized agreement template.

C. Compensation Rates

1. Interpreters will be compensated for services at a half-day, full-day, or hourly rate. Interpreters will be obligated to the court for the entirety of the contracted half-day, full-day, or hourly time. The Independent Contractor Interpreter Agreement outlines the procedures for interpreter to follow if interpreter receives payment from another court during the same half-day or full-day time period as contracted.
   a. Half-day rate: Paid when services are provided for any portion of a consecutive four-hour period.
   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 interpreting services are provided by agreement on an hourly

basis, such as for brief assignments or when the interpreter is not available for all hours of a half-day or full-day session. If an interpreter is required to work additional hours beyond those established in a Service Request, as defined in the Independent Contractor Interpreter Agreement, the interpreter is entitled to hourly compensation in addition to other compensation received for the day.

2. In accordance with the annual Budget Act, compensation rates for interpreters will not exceed the rate paid to federally certified court interpreters. The maximum compensation rates are as follows:
   a. Certified/Registered interpreters
      - Half day: $349
      - Full day: $617
      - Hourly: $87
   b. Noncertified/Nonregistered interpreters (provisionally qualified (Cal. Rules of Court, rule 2.893))
      - Half day: $305
      - Full day: $540
      - Hourly: $76
   c. Rates for interpreters who are certified in one or more languages and also provide noncertified interpretation in one or more languages will be paid at the certified rate for all languages.
   d. Additional rates based on the type of service (e.g., hearing, trial) or for interpretation of multiple language pairs in the day of service are not permitted.

D. Cancellation Fee
   1. A cancellation fee, not to exceed the half-day or full-day compensation rates included in this policy or a reasonable estimate of the total fee the court would have paid for an hourly engagement will 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 hours' 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 is not permitted.
   3. The rate and terms of paying a cancellation fee are included in the Independent Contractor Interpreter Agreement.

E. Business-Related Travel Expenses
   Business-related travel expenses may be reimbursed for interpreter travel to and from an assignment, as follows:
   1. Transportation, lodging, and meal and incidental expenses must adhere to, and may not exceed, the limits stated in the *Judicial Council's Travel and Expense Reimbursement Guidelines (Contractors)* and must be authorized in a Service Request. Travel and related business expenses will not exceed established per diem rates nor be lumped into compensation rates.
   2. The reimbursement of travel expenses, including mileage and travel time, is addressed in the Independent Contractor Interpreter Agreement.
   3. The court will not pay travel expenses, other than mileage, that are not specifically authorized in a Service Request.

F. Unavailability

For the purposes of this policy, an interpreter who is unable to provide services to the court on the requested date(s) and/or unwilling to accept the applicable maximum compensation rate, established herein, is considered unavailable.

1. The court must follow California Rules of Court, rule 2.893 when a certified or registered interpreter is unavailable.

G. Video Remote Interpreting (VRI)

VRI may be performed by a certified, registered, or provisionally qualified interpreter.