

# Agenda

## Court Interpreter Committee

October 15, 2010  
12:00 to 1:30 p.m.

Administrative Office of the Courts  
Scott M. Matheson Courthouse  
450 South State Street  
Judicial Council Room, Suite N31

Welcome and approval of minutes	Tab 1	Judge Vernice Trease
Accounting manual changes	Tab 2	Tim Shea
Remote Interpretation		Rosa Oakes
Interpreter training for 2011		Rosa Oakes
Judicial Council's Title VI efforts; Implementation planning		Tim Shea
Fiscal Year 2010 Report		Tim Shea

**Committee Web Page:** <http://www.utcourts.gov/committees/CourtInterpreter/>

**Meeting Schedule:** Matheson Courthouse, 12:00 to 1:30, Judicial Council Room

January 28, 2011 (Education Room)

April 22, 2011

July 29, 2011

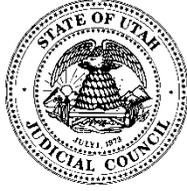
October 28, 2011

# Tab 1

<b>Minutes</b>	<b>Cout Interpreter Committee</b>	
January 22, 2010	W19, Conference Room A	
<b>Members Present</b>	<b>Member Excused</b>	
Judge Trease	Prof. Hague	
Judge Noonan (by phone)	Deborah Kreeck-Mendez	
Evangelina Burrows		
Wendell Roberts		
Craig Johnson		
Dinorah Padro		
Luther Gaylord		
Jennifer Storrer		
Carolyn Smitherman (by VIACK)		
Judge Myers (by VIACK)		
Branden Putnam		
<b>Staff:</b> Tim Shea and Rosa Oakes		
<b>Guests:</b> Pablo Silveira, Gustavo Maruri, Peyton Smith, Gabriela Grostic, Noelia Fulle		
Topic: Approve minutes of September 25, 2009		
Discussion: None		
Motion: Luther moved to approve, Craig seconded		
Vote: <b>11 Yes</b> No    Abstain    Motion <b>Passed</b> Failed		
Topic: Oral Proficiency Interview Integration		
		By Tim Shea
Discussion: presented a proposal to modify interpreter classifications. By integrating an oral proficiency interview (available in various languages) requirement for approved interpreters, we ensure that their foreign language skills are at a satisfactory level. Therefore, it is necessary to develop two new classifications, "Registered I" for candidates whose foreign language test is unavailable, or "Registered II" for those who do not meet the court-designated OPI passing level. The hourly pay rates will remain consistent with previously set rates for Approved (no certification/testing program, \$33.10, includes Registered I status); Registered II (certification/testing program available, \$24.82). Certified and conditionally-approved requirements and pay are not affected.		
Motion: Luther moved to approve the modification, Dinorah seconded		
Vote: <b>11 yes</b> No    Abstain    Motion: <b>Passed</b> Failed		
Topic: Accounting Manual Changes		
		By Tim Shea
Discussion: Tim mentioned that mileage pay has been temporarily reduced to .36/mile due to budget cuts until July 1, 2010.		
In the Chief Justice's upcoming judicial address to the legislature she will raise several issues including the use of interpreters in court civil matters.		
Based on the Management Committee's request for a more simplified version of the accounting manual relative to interpreter pay, Tim reviewed a proposed draft. The most significant changes are: 1) Addition to minimum pay for miles traveled 50 – 74 miles = 3 hours guaranteed. 2) Afternoon assignments in the same courthouse as morning shall be considered a continuation and require no further minimum guaranteed fee based on travel. 3) On-call interpreter services for jury deliberations based on long periods, intermediate periods, and short periods. Extensive exchange of ideas relative to item number 2 ensued.		

Topic: Interpreter Budget Efficiencies	By Tim Shea
Discussion: Review of suggestions for purposes of dealing with budget constraints made to the Judicial Council.	
Contracting with full-time interpreters in Spanish (no benefits) – requires study on the regions that would benefit the most.	
Centralized scheduling using a similar system as is used for transcript scheduling. Communication is the key to making this process successful.	
Distance interpreting requires study on the various types of equipment suitable for remote interpreting.	

# Tab 2



## Administrative Office of the Courts

Chief Justice Christine M. Durham  
Utah Supreme Court  
Chair, Utah Judicial Council

### MEMORANDUM

Daniel J. Becker  
State Court Administrator  
Myron K. March  
Deputy Court Administrator

**To:** Court Interpreter Committee  
**From:** Tim Shea *TS*  
**Date:** October 8, 2010  
**Re:** Accounting manual changes

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I've attached the evolving draft of the accounting manual. The changes from the December 30 draft, which you reviewed at your January meeting are:

- Lines 69 and 71, adding "registered" interpreters to the payment schedule.
- Lines 88-90, paying a minimum fee in the afternoon based on travel in the morning, if the afternoon assignment is in the same courthouse as in the morning.
- Lines 91- 93, paying a minimum fee for a second or subsequent day based on travel during the first day, if the interpreter qualifies for overnight accommodations.

Encl. Draft Accounting Manual

The mission of the Utah judiciary is to provide the people an open, fair,  
efficient, and independent system for the advancement of justice under the law.

1       **Accounting Manual**

2       **Court Interpreters**

3       ~~The content of this section was provided by the Court Interpreter Advisory Panel,~~  
4 ~~August 23, 2001, and became effective January 1, 2002. Revisions were reviewed and~~  
5 ~~recommended by the Court Interpreter Committee on January 21, August 26, and~~  
6 ~~October 28, 2005, and became effective December 19, 2005, after approval by the~~  
7 ~~Judicial Council.~~

8       Purpose:

9       To outline the accounting policies and procedures regarding payment of interpreters  
10 in courts of record for non-English speaking persons and for hearing-impaired persons.

11       Policy:

12       A. INTERPRETERS FOR NON-ENGLISH SPEAKING PERSONS

13       1. ~~These provisions do not apply to a court employee or an interpreter under~~  
14 ~~contract with the court.~~

15       2. ~~The state courts will pay for interpreter fees and expenses in courts of record in~~  
16 ~~the following cases: authorized by Rule 3-306.~~

17       ~~a. Criminal cases~~

18       ~~b. Juvenile court cases brought by the state, and for preliminary inquiries in juvenile~~  
19 ~~court~~

20       ~~c. Cases filed against the state pursuant to U.R.C.P. 65B(b) or 65C~~

21       ~~d. Cases filed under the Cohabitant Abuse Act, (§ § 30-6-1 et.seq., Utah Code)~~

22       ~~e. Cases filed for Stalking injunctions, pursuant to § § 77-3a-101 et.seq., Utah Code~~

23       ~~f. Cases filed for child protective orders, pursuant to § § 78B-7-206 et.seq., Utah~~  
24 ~~Code~~

25       ~~g. Other cases in which the court determines that the state is obligated to pay for an~~  
26 ~~interpreter's services.~~

27       2. ~~In all other cases, the party engaging the services of the interpreter shall pay the~~  
28 ~~interpreter fees and expenses.~~

29       3. ~~In the cases described in subsection 1 above, the state courts will pay for the~~  
30 ~~following:~~

31 a. ~~One interpreter for non-English speaking defendants and non-English speaking~~  
32 ~~defense witnesses.~~

33 b. ~~A separate interpreter for a non-English speaking defendant and/or defense~~  
34 ~~witness when the judge determines that the person needing the additional interpreter~~  
35 ~~has an adverse interest with another person requiring an interpreter, and the judge~~  
36 ~~determines that due process, confidentiality, or other extraordinary circumstances~~  
37 ~~require that there be separate interpreters for each.~~

38 c. ~~Two interpreters for person(s) requiring an interpreter under 3a or b above, when~~  
39 ~~the judge deems that the court hearing is of such lengthy duration that two interpreters~~  
40 ~~are required to alternate duties.~~

41 3. Definitions.

42 a. “Assignment” means all of the interpreter’s morning or afternoon work in a jail,  
43 detention center or state courthouse not interrupted by travel to another jail, detention  
44 center or state courthouse.

45 b. “Cancelation” of a legal proceeding includes early termination.

46 c. “Legal proceeding” has the same definition as in Rule 3-306.

47 d. “Notice” and “notify” mean a communication made by the means likely to give  
48 actual notice, including email, text and phone messages, regardless of whether the  
49 message is received.

50 4. Interpreter Fees

51 ~~Interpreters shall be paid the greater of~~  
52 ~~the hourly fee as set forth in section 6(a) below,~~

53 ~~or~~

54 ~~the guaranteed fee as set forth in section 6(b) below.~~

55 ~~5. If a court proceeding (other than a trial/hearing as defined in section 6(h) below)~~  
56 ~~for which an interpreter is assigned is canceled within two business days or less of the~~  
57 ~~date of the proceeding, and the interpreter is notified of the cancellation, the interpreter~~  
58 ~~is guaranteed a fee of one hour’s pay. Neither this paragraph nor sections 6 or 6(h)~~  
59 ~~below apply to assignments made within two business days or less of the date of the~~  
60 ~~proceeding, for which no cancellation fee will be paid.~~

61 ~~6. If a court proceeding (other than a trial/hearing as defined in subsection h below)~~  
 62 ~~for which an interpreter is scheduled is canceled, and the interpreter is not notified of~~  
 63 ~~the cancellation at least two business days before the scheduled assignment, the~~  
 64 ~~interpreter is guaranteed a fee pursuant to subsection b.i, b.ii or b.iii below.~~

65 a. Hourly Fees

66 i. Certified interpreters shall receive an hourly rate of \$38.63.

67 ii. Approved Interpreters shall receive an hourly rate of \$33.10.

68 ~~ii. Approved Interpreters in languages for which there is no certification~~

69 ~~program~~iii. "Registered Interpreter I," shall receive an hourly rate of \$33.10.

70 ~~iii. Approved Interpreters in languages for which there is a certification program~~iv.

71 Registered Interpreter II," shall receive an hourly rate of \$24.82.

72 iv. Conditionally Approved Interpreters shall receive an hourly rate of ~~\$24.82 in~~  
 73 ~~languages for which there is no certification program and \$18.03 in languages for which~~  
 74 ~~there is a certification program.~~

75 v. Interpreters who are not certified, approved, registered, or conditionally approved  
 76 shall not receive payment.

77 b. Guaranteed Minimum Fees ~~(related to miles traveled)~~

78 ~~i. Interpreters who travel 0–25 miles one way for an assignment are guaranteed a~~  
 79 ~~minimum one-hour fee.~~

80 ~~ii. Interpreters who travel 26–75 miles one way for an assignment are guaranteed a~~  
 81 ~~minimum two-hour fee.~~

82 ~~iii. Interpreters who travel more than 75 miles one way for an assignment are~~  
 83 ~~guaranteed a minimum four-hour fee.~~

<u>Interpreters who travel at least this far (one way) from their home base or from their previous assignment:</u>	<u>Will be paid for at least this much time:</u>
<u>0 miles</u>	<u>1 hour</u>
<u>25 miles</u>	<u>2 hours</u>
<u>50 miles</u>	<u>3 hours</u>
<u>75 miles</u>	<u>4 hours</u>

84 ~~iv. An interpreter may receive up to two guaranteed fees per court site, per day one~~  
85 ~~in the morning and one in the afternoon. Interpreters will be reimbursed for mileage only~~  
86 ~~once (round trip), unless there is an intervening court site. Distance shall be calculated~~  
87 ~~in accordance with charts prepared by the Administrative Office of the Courts. If the~~  
88 ~~interpreter interprets legal proceedings in the afternoon in the same courthouse as in~~  
89 ~~the morning, then the interpreter qualifies for a minimum fee for the afternoon based on~~  
90 ~~the distance traveled in the morning from their home base or previous assignment. If the~~  
91 ~~interpreter qualifies for overnight accommodations under paragraph (i), then the~~  
92 ~~interpreter qualifies for the minimum fee for a second or subsequent day based on the~~  
93 ~~distance traveled from their home base on the first day.~~

94 v. Interpreters may waive ~~travel-related guaranteed minimum~~ fees and mileage  
95 ~~payments described in Sections 6(b)(i)–(iv) above, as required to qualify for~~  
96 ~~participation in rotation assignments schedules effective in some districts.~~

97 ~~c. After application of the guaranteed fee on any given assignment additional time~~  
98 ~~will be paid in half-hour increments.~~

99 ~~d. Interpreters will be paid for time beginning when the interpreter reports for duty as~~  
100 ~~directed by the court, even if the interpreter does not begin to interpret immediately~~  
101 ~~because of other matters before the court. The time ends when the interpreter has~~  
102 ~~completed his/her interpreting assignment. Interpreters will be paid only for interpreting~~  
103 ~~services performed in the courtroom, in proceedings before the judge, unless the judge~~  
104 ~~specifically orders that the interpreter serve in a different location or circumstance.~~

105 ~~c. The courts will pay for time interpreting in legal proceedings from the scheduled~~  
106 ~~start or actual start of the proceeding, whichever is earlier, until the end of the~~  
107 ~~proceeding. If the scheduled start is delayed because the interpreter is late, the~~  
108 ~~interpreter will be paid for time interpreting from the actual start of the legal proceeding~~  
109 ~~until the end of the proceeding. If someone other than the scheduled interpreter~~  
110 ~~interprets the proceeding because the scheduled interpreter is late, the courts will not~~  
111 ~~pay the scheduled interpreter.~~

112 ~~e. After application of the guaranteed fee on any given assignment, interpreters will~~  
113 ~~be paid d. The courts will pay for waiting time in up to one hour between the end of one~~  
114 ~~interpreting assignment legal proceeding during an assignment and the beginning of~~

115 ~~another interpreting assignment in the same court location, in half-hour increments, for~~  
116 ~~a maximum of one hour. After application of the guaranteed fee on any given~~  
117 ~~assignment, interpreters will not be paid for waiting time in excess of one hour between~~  
118 ~~interpreting assignments the next.~~

119 ~~f. After application of the guaranteed fee on any given assignment, interpreters will~~  
120 ~~not be paid for waiting time during the court recess for lunch.~~

121 ~~e. If the sum of all time calculations for an assignment is more than the minimum~~  
122 ~~fee, the interpreter will be paid for the sum of all time calculations for an assignment~~  
123 ~~rounded up to the nearest one-half hour.~~

124 ~~g. Interpreters will not be paid for time spent traveling (other than as specified in the~~  
125 ~~"guaranteed fee" section above).~~

126 ~~h. Fees paid for cancelled trials/hearings and for trials/hearings which terminate~~  
127 ~~early:~~

128 ~~Definitions: For purposes of applying the cancellation and early termination policies~~  
129 ~~set forth below, the following definitions shall be used:~~

130 ~~A "trial" or "hearing" is a court proceeding in a single case scheduled to take one day~~  
131 ~~or longer.~~

132 ~~"Scheduled time" is the time for which the interpreter is asked to be present at court~~  
133 ~~to provide interpreting services for the trial or hearing. The interpreter must be advised~~  
134 ~~of the scheduled time by the judge, or by the interpreter coordinator, clerk, or other court~~  
135 ~~employee at the direction of the judge.~~

136 ~~"Cancellation" is a situation in which an interpreter is informed by the appropriately~~  
137 ~~designated court employee that previously scheduled interpretation services will no~~  
138 ~~longer be needed, at any time up until the interpreter enters the courtroom to perform~~  
139 ~~those services.~~

140 ~~"Early termination" is a situation in which notification that interpreter services will not~~  
141 ~~be needed is given at any time after the interpreter enters the room and is readily~~  
142 ~~available to perform those services that have been requested through an official~~  
143 ~~interpreting assignment.~~

144 ~~Pay Policy for Cancellations~~

145 ~~If the cancellation occurs more than two business days before the scheduled~~  
146 ~~beginning of the trial or hearing, and the interpreter receives timely notification of the~~  
147 ~~cancellation, the interpreter shall not be paid.~~

148 ~~If the cancellation occurs, or the interpreter is notified of the cancellation, less than~~  
149 ~~two business days before the scheduled beginning of the trial or hearing, the interpreter~~  
150 ~~shall be paid for 50% of the fee the interpreter would have received had the trial or~~  
151 ~~hearing not been canceled, or 50% of the fee for two days, whichever is less. Under this~~  
152 ~~circumstance, the interpreter must be available to take other work assignments either in~~  
153 ~~the court where the cancellation occurred or in another court. The interpreter shall be~~  
154 ~~paid for whichever is greater--the fee as indicated above for the canceled trial or~~  
155 ~~hearing, or for the time of the actual work.~~

156 ~~Pay Policy for Early Terminations~~

157 ~~Beginning at the time of the early termination, the interpreter shall be paid for 50% of~~  
158 ~~the fee the interpreter would have received had the trial or hearing not terminated early,~~  
159 ~~or for two days past the time at which the early termination occurred, whichever is less.~~

160 ~~When the trial or hearing terminates early, the interpreter must be available to take~~  
161 ~~other work assignments either in the court where the early termination occurred, or in~~  
162 ~~another court. The interpreter shall be paid for whichever is greater--the fee as indicated~~  
163 ~~above for the early termination, or for the time of the actual work.~~

164 f. Cancellation of legal proceedings

165 i. The courts will pay for canceled legal proceedings under the following conditions:

166 (A) the interpreter is scheduled for the proceeding more than 48 hours before the  
167 scheduled start of the proceeding; and

168 (B) the interpreter is notified of the cancellation less than 48 hours before the  
169 scheduled start of the proceeding; and

170 (C) the cancellation is not due to the interpreter's absence or tardiness.

171 ii. Legal proceedings of 6 hours or more. If the interpreter is notified before arriving in  
172 the courtroom, the court will pay for 50% of the fee for the scheduled time up to a  
173 maximum of 6 hours or the minimum fee, whichever is greater. If the interpreter is  
174 notified after arriving in the courtroom, the court will pay for the time worked plus 50% of

175 the fee for the balance of the scheduled time up to a maximum of 12 hours or the  
176 minimum fee, whichever is greater.

177 iii. Legal proceedings of less than 6 hours. If the interpreter is notified between 12  
178 and 48 hours before the scheduled start time, the courts will pay for one hour. If the  
179 interpreter is notified less than 12 hours before the scheduled start time, the courts will  
180 pay the minimum fee.

181 iv. The courts will pay for mileage reimbursement for each mile actually and  
182 necessarily traveled if the interpreter is notified while in route to the legal proceeding.

183 g. On-call

184 i. Subject to the Code of Professional Responsibility, the interpreter must take  
185 assignments offered during any time the interpreter is being paid or forfeit the fee for  
186 that period of time. The interpreter will be paid one fee for that time. The appointing  
187 authority may release an interpreter if there are no legal proceedings to interpret.

188 ii. If there is an extended delay in the interpreter's duties in a legal proceeding, (such  
189 as waiting for a jury to complete deliberations) the appointing authority may:

190 (A). (usually for long periods) release the interpreter, in which case the interpreter  
191 has no obligation to the court and is not paid during the interim. A legal proceeding after  
192 the release is treated as a regular assignment.

193 (B). (usually for intermediate periods) direct the interpreter to remain on-call, in  
194 which case the interpreter may leave the courthouse, but must be able to return within  
195 the time after notice specified by the appointing authority. The court will pay at the ratio  
196 of 1 hour for every 2 hours on-call or fractions thereof up to a maximum of 6 hours (12  
197 hours on-call). A fraction of an hour is rounded up to the next hour. A legal proceeding  
198 after the on-call notice is treated as a regular assignment.

199 (C). (usually for short periods) direct the interpreter to wait at the courthouse, in  
200 which case the court will pay for the actual waiting time.

201 i-h. Mileage. Interpreters will be paid for ~~total (round-trip) mileage~~ miles traveled in

202 excess of 25 miles ~~or more one-way~~ at the same rate as state employees.

203 j-i. Lodging and Per Diem. Interpreters will be paid for lodging and per diem at the  
204 same rate as state employees. Per diem expenses will be paid only when overnight  
205 lodging is required and ~~approved by an interpreter coordinator, or when~~ approved in

206 advance by the interpreter program manager at the administrative office ~~for~~  
207 ~~assignments involving extraordinary mileage or for interpreters traveling to Utah from~~  
208 ~~other states.~~

209 k-j. Common carrier. Payment of an interpreter's travel by common carrier, i.e.,  
210 commercial bus, train or plane, may be reimbursed, but must be approved in advance  
211 by the interpreter program manager at the administrative office.

212 k. Request for payment.

213 Interpreters shall submit requests for payment on a form provided by the  
214 administrative office. ~~The form shall be signed by the interpreter, verified by a Clerk of~~  
215 ~~Court or Deputy Clerk, and initialed by an Interpreter Coordinator, or other person~~  
216 ~~authorized by the Interpreter Coordinator.~~

217 ~~All interpreters must provide the administrative office with a Utah taxpayer~~  
218 ~~identification number or social security number prior to receiving payment.~~

#### 219 B. INTERPRETERS FOR HEARING-IMPAIRED PERSONS

220 1. Policies concerning interpreters for the hearing-impaired are governed by 78B-1-  
221 201 et.seq., Utah Code, and the Americans with Disabilities Act

222 2. The State Courts will pay for one interpreter for each hearing-impaired party, juror,  
223 witness or courtroom visitor in all criminal, civil, and juvenile proceedings. If a hearing  
224 takes more than two hours, the State Courts will pay for two interpreters. If the hearing  
225 takes an entire day, the State Courts may pay for more than two interpreters, if ~~so~~  
226 requested.

227 3. Pursuant to Section 78B-1-208, Utah Code, reasonable fees for interpreters for  
228 the hearing-impaired are set either by a fee schedule recommended by the division of  
229 rehabilitation services, or by prevailing market rates. In addition, interpreters for the  
230 hearing-impaired are entitled to a fee for waiting time, and to reimbursement for  
231 necessary travel and subsistence expenses. Reimbursement for necessary travel and  
232 subsistence expenses shall be at rates provided by law for state employees generally.  
233 Interpreter coordinators or court clerks responsible for securing interpreters for the  
234 hearing-impaired should periodically confirm current fees for interpreters for the hearing-  
235 impaired through the Purchasing Department of the administrative office.

236 4. ~~Courts should assign a Master Level Certified Interpreter, preferably one who has~~  
237 ~~completed the AOC's workshop for Approved Interpreters. If a Master Lever Interpreter~~  
238 ~~is not available, an Intermediate Level Interpreter may be assigned, one who has~~  
239 ~~completed the AOC workshop for Approved Interpreters. Credentials.~~

240 a. Courts should schedule an interpreter who has at least one of the following  
241 certifications in good standing:

242 i. State of Utah, Master Certificate;

243 ii. Registry of Interpreters for the Deaf, Specialist Certificate: Legal;

244 iii. Registry of Interpreters for the Deaf, Certified Deaf Interpreter; or

245 iv. National Interpreter Certification, Master or Advanced Certificate,

246 v. and preferably has completed the AOC's workshop for approved interpreters.

247 b. If an interpreter with such credentials is not available, the courts should schedule  
248 an interpreter who has at least one of the following certifications in good standing:

249 i. State of Utah, Professional Certificate;

250 ii. Registry of Interpreters for the Deaf, Certificate of Interpretation;

251 iii. Registry of Interpreters for the Deaf, Certificate of Transliteration; or

252 iv. National Interpreter Certification, Certified Level,

253 v. and preferably has completed the AOC's workshop for approved interpreters.

254 5. Courts should try to schedule appointments 24 hours or more in advance,  
255 because last-minute appointments, scheduled on the same day that service is provided,  
256 may incur surcharges. ~~Courts should first attempt to schedule appointments through the~~  
257 ~~Utah Interpreter Program at 801-263-4870. If interpreters cannot be scheduled through~~  
258 ~~the Utah Interpreter Program, their services may be secured through individual~~  
259 ~~interpreters or through private agencies, which are listed at [www.aslterps.utah.gov](http://www.aslterps.utah.gov) must~~  
260 ~~schedule interpreters through agencies holding a state contract.~~

261 6. Cancellation Policy

262 To avoid being billed for the duration of a scheduled appointment, notice of  
263 cancellation should be given at least 24 hours in advance of the start of an assignment.

264 Cancellation payment policies for language interpreters are inapplicable to  
265 interpreters for the hearing-impaired. Applicable cancellation payment policies are

266 determined by the Utah Interpreter Program, or by private agencies or interpreters from  
267 whom service is secured.

268 7. ~~Any Agencies shall submit an~~ invoice for interpreter service ~~or any "Request for~~  
269 ~~Payment of Interpreter Fees" submitted by the interpreter directly to the Interpreter~~  
270 ~~Program Manager at the AOC Purchasing that has not been signed by the district~~  
271 ~~interpreter coordinator will be verified. An AOC Purchasing Agent The Program~~  
272 ~~Manager~~ will contact the district interpreter coordinator, who will check court records to  
273 ensure that ~~the~~ invoice ~~or form information~~ is accurate and that the payment amount is  
274 correct.

275 ~~\*A "certified interpreter" is an interpreter who has fulfilled the requirements for~~  
276 ~~certification specified under Rule 3-306, CJA and by the Interpreter Advisory Panel. A~~  
277 ~~list of certified interpreters is compiled by the administrative office and distributed to all~~  
278 ~~courts for their reference.~~

279 ~~\*\*An "approved interpreter" is an uncertified interpreter who has been appointed~~  
280 ~~because no certified interpreter is reasonably available. "Approved" interpreters must~~  
281 ~~meet the requirements specified under Rule 3-306, CJA and by the Interpreter Advisory~~  
282 ~~Panel. The names of "approved" interpreters are placed on a list that is distributed by~~  
283 ~~the administrative office to all courts for their reference.~~

284 ~~\*\*\*A "conditionally approved" interpreter is an uncertified interpreter who has been~~  
285 ~~appointed because no certified or approved interpreter is reasonably available. The~~  
286 ~~"conditionally approved" interpreter must satisfactorily respond to questions by the court~~  
287 ~~or appointed designee, as to the interpreter's background, education and experience,~~  
288 ~~and be found to have a minimum level of qualifications. Names of these interpreters are~~  
289 ~~not placed on a list, and they must be "conditionally approved" each time they interpret~~  
290 ~~in the courts.~~

291 ~~\*\*\*\*An interpreter who is neither certified, approved, nor conditionally approved may~~  
292 ~~be appointed when a certified, approved, or conditionally approved interpreter is not~~  
293 ~~reasonably available, or the court determines that the gravity of the case and potential~~  
294 ~~penalty to the accused person involved are so minor that delays attendant to obtaining a~~  
295 ~~certified, approved, or conditionally approved interpreter are not justified.~~

296