THE UNITED STATES DISTRICT COURT
for the
NORTHERN DISTRICT OF NEW YORK

COURT INTERPRETER
MANUAL

LAWRENCE K. BAERMAN, CLERK
January 2000

STATEMENT OF PURPOSE

The purpose of this Manual is to provide interpreters with information about their role as language translators in the U.S. Federal District Court for the Northern District of New York. It is intended to provide interpreters with guidance on professional standards to enable them to carry out their functions and responsibilities within the Federal Court system.

This Manual also provides answers to questions most commonly asked by new and existing interpreters.

The Administrative Office of the U.S. Courts may amend specifics in this Manual at any time without notice.

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

Lawrence K. Baerman, Clerk

MISSION STATEMENT

The mission of the Clerk's Office of the United States District Court for the Northern District of New York is to provide administrative and case management support to the Court and to serve the public in a professional, timely and efficient manner. We are committed to supporting the legal process and the just resolution of legal proceedings within the jurisdiction of the Court. We are dedicated to the fair and impartial administration of justice and shall strive to accomplish our mission by ensuring that everyone within our organization and those who use it are afforded high quality service and treated in a courteous and respectful manner.

ORGANIZATIONAL GOALS

A. Uphold integrity and public trust in the judicial system.

B. Optimize the use of technology to enhance performance of Clerk's Office and Judicial staff.

C. Maintain a healthy and innovative Court environment.

D. Continually improve our service to the Court, bar and public.

E. Constantly improve the level of knowledge and professionalism of the Court's staff.

F. Success is linked to commitment, and we are committed to excellence.

VISION

When we look to the future, we must remember what we have learned from the past. Vision is the ability to apply our knowledge to the challenges of tomorrow.

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I. COURT INTERPRETERS IN THE U.S. FEDERAL COURT SYSTEM

A. The Right to an Interpreter in District Court

It is a basic right of all criminal defendants to be allowed to assist in their own defense by being present at the trial and understanding the proceedings. The Court has ruled that criminal defendants who cannot understand English are entitled to have the proceedings interpreted for them in a language that they understand. Failure to provide an interpreter where one is needed may render a criminal trial constitutionally defective.

In addition to linguistic minorities, the right to an interpreter may apply in instances involving physical disabilities, which may result in communication problems.

In order to provide accurate interpretation, the interpreter must be proficient in English and the foreign language and must have no bias or personal interest concerning the outcome of the proceedings.

B. Conditions of Appointment

Once an interpreter has been located, two additional steps are required: there must be a determination that the person is qualified for the task; and the terms and conditions of employment must be negotiated. A presiding judicial officer's selection of a person to serve as an interpreter does not constitute an appointment to that person as an employee of the United States. The relationship that is created is that of an independent contractor.

The Director of the Administrative Office will not deduct income taxes or Social Security taxes from the interpreter's compensation, Social Security benefits for the freelance interpreter will be based entirely on the interpreter's contribution as a self-employed individual and the government will make no contribution as an employer. The Clerk will prepare and transmit to each freelance interpreter an Internal Revenue Service Form 1099-G.

In addition to agreeing on a daily or part-time fee, and what that fee covers, all other financial terms should be clearly understood by the Clerk and the interpreter.

These terms include:

1 . Provision of Multiple Interpreters

The most important consideration to guard against is distraction caused by fatigue, Poor acoustics, and attorneys inexperienced in the proper usage of interpreters. Interpreting court proceedings, especially in the simultaneous mode, is an intense and tiring task. Every reasonable measure must be taken to ensure proper performance of the task. Multiple interpreters may be needed for trials, evidentiary hearings, legal arguments on motions, and sentencing hearings.

2. Minimum of a Half-day Fee for Travel Outside the Ordinary Commuting Area.

Freelance interpreters who are required to travel beyond their ordinary commuting distance (ie., 30 miles) in the performance of their assigned duties are entitled to reimbursement in accordance with the Judiciary Travel Regulations, Volume 1, Chapter VI, **Guide to Judicial Policies and Procedures**. Transportation expenses should be kept to a minimum by use of the least-cost modes of travel. Subsistence expenses are calculated as for a regular employee; the per diem period begins when the interpreter leaves home and ends upon return. Generally, the interpreter is compensated for time spent traveling outside the interpreter's permanent residence when in-court time does not exceed four hours.

3 . Payment on Early Cancellation or Termination

A contract or agreement should also include a provision for payment to the interpreter in case of cancellation of a proceeding, as well as a provision concerning pay for travel-day(s). Unless otherwise agreed in advance, the Court may pay a freelance interpreter up to two days of time lost plus travel, without approval of the administrative Office.

4. Procedures for Payment (Non-CJA)

The interpreter must submit an invoice for services to the Clerk, along with a completed, "Public Voucher For Purchases and Services Other Than Personal" (SF1034). If the interpreter is entitled to travel subsistence, a "Travel Voucher" (SF 1012), should be completed and attached to SF 1034 for reimbursement. Copies of these forms should be given to the interpreter at the beginning of the proceeding.

C. Types of Court Interpreters in District Court

Refer to Appendix B - Schedule of Fees for types of Interpreters

1. Certified Interpreters

A candidate for certification shall be certified as an interpreter upon successful completion of a criterion-referenced performance examination which shall be administered under the supervision of the Administrative Office of the U.S. Courts. A criterion referenced performance examination is one in which the grade required for certification is based on an absolute standard rather than on the relative performance of examinees as measured against each other. The examination shall consist of written and oral parts Languages for which certification has been established are:

Haitian Creole
Navajo
Spanish

2. Professionally Qualified Interpreters

To qualify as a professionally qualified interpreter, an interpreter must demonstrate either:

a. Prior existing employment as a conference or seminar interpreter: (staff or contractual) for the Office of Language Services; the United States Department of State; the United Nations, or for related agencies for which examinations are a condition of employment;

____or

b. A membership in good standing in a professional interpreters association whose by-laws and practices at a minimum require as follows:

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

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

c. An interpreter who wishes to be included on the master list of professionally qualified shall submit to the Administrative Office of the U.S. Courts a resume detailing education, training, experience, current telephone number and mailing address, and when applicable, membership accreditation.

d. Interpreters of languages for which there is a certification by the Administrative Office of the U.S. Courts cannot be considered as professionally qualified interpreters.

3. Language Skilled Interpreters

An interpreter who does not qualify as a professionally qualified interpreter, but who can demonstrate to the satisfaction of the court the ability to interpret court proceedings from English to a designated language and from that language to English will be classified as a language skilled interpreter. The clerk will transmit to the Director of the Administrative Office of the U.S. Courts the names of local interpreters determined to be language skilled by the court. Upon receipt of notification from the clerk, the name of the interpreter will be placed on the master list as a language skilled interpreter.

D. Proceedings Involving Persons with Communication Disabilities

Pursuant to the policy adopted by the Judicial Conference session, in September 1995, all federal courts must provide reasonable accommodations to persons with communications disabilities. This policy does not apply to spectators, This includes both civil and criminal proceedings.

The Clerk is responsible for locating certified or otherwise qualified interpreters for court

proceedings, except that a United States attorney is responsible for securing interpreters for government witnesses, The "Clerk" means the Clerk of the district court, or other court employees designated by the Chief judge to implement the Act. Chief Judge McAvoy has designated John Domurad, as the court employee responsible for implementing the Act as it applies to communication disabilities.

Each divisional office within the district will maintain a list of interpreters available to perform interpreting services. Interpreters certified by the Registry of Interpreters for the Deaf and holding a Legal Specialist Certificate, or equivalent, are recognized as qualified to interpret court proceedings for hearing-impaired parties. If no person with Legal Specialist Certification is reasonably available, the presiding judicial officer is responsible for ascertaining the competency of the proposed interpreter for the hearing impaired, preferably one with a Comprehensive Skills Certificate from the Registry of Interpreters for the Deaf.

What type of interpreter do I need? Deaf or hard of hearing people communicate in different ways, depending on several factors:

Age at which deafness began
Type of deafness
Language skills
Amount of residual hearing
Speech reading skills
Oral speaking abilities

Because of these varying communication levels, there are a variety of language modes. It is very important to ask the deaf or hard of hearing individual what communication mode they prefer to assure an appropriate interpreter is selected. Interpreting methods include Oral, Tactile, or Sign Language Interpreting.

Oral Interpreter

An oral interpreter facilitates spoken communication by paraphrasing or transliterating the speakers' message with or without voice using natural lip movements for the deaf or hard of hearing individual. The oral interpreter may also voice for a deaf or hard of hearing person.

Tactile Interpreter

A tactile interpreter is trained in communication for Deaf/Blind individuals. Tactile interpreters primarily use sign language and fingerspelling in the palm of the client's hand, but may include other communication techniques.

Sign Language Interpreter

A sign language interpreter facilitates communication between both sign language and spoken language using hand gestures, fingerspelling and facial expressions. An interpreter signs everything that is spoken in the room and may also voice for the deaf person.

There are three different languages of sign:

a. American Sign Language (ASL) - a visual-gestural-spatial language with vocabulary and grammar very different from English. ASL communicates concepts, but is not a word for word translation

b. Transliteration - uses ASL signs to express many English words, and presents those words in English word order. Transliteration is usually a word for word approach.

c. Pidgin Sign English - a blend of ASL and Signed English. Signs are borrowed from ASL and presented in Signed English Order, but without using a word for word approach. Useful for people who are not fluent in ASL, but who do know some signs.

All sign language forms also include fingerspelled words using the manual alphabet.

II. PROFESSIONAL STANDARDS FOR COURT INTERPRETERS

A. Purpose of Standards

These standards are published to provide professional guidelines for the Federal District Court system and for all persons who work with court interpreters.

To assure access to court interpreting services for non-English speaking and hearing impaired persons.

To protect the constitutional rights of all criminal defendants by helping to ensure due process in all phases of litigation for non-English speaking and hearing impaired individuals.

To increase the efficiency, quality and uniformity of interpreting services in all proceedings.

To encourage the continued professional development of Court interpreters.

To give guidance to the bench, the bar and others involved in proceedings requiring the services of Court interpreters.

To ensure that professional quality court interpreting services are rendered in all proceedings before trial, during trial and in any subsequent proceedings where they may be required.

B. Requirements

1. Accuracy

a. A Court interpreter shall faithfully and accurately interpret What is said without embellishment or omission while Preserving the language level of the speaker.

b. Court interpreter shall provide the most accurate form of a word in spite of a possibly vulgar meaning. Colloquial, slang, obscene or crude language, as well as sophisticated and erudite language, shall be conveyed in accordance with the usage of the speaker. An interpreter is not to tone down, improve or edit any words or statements.

c. A Court interpreter shall not simplify statements for a non-English speaker even when the interpreter believes that the non-English speaker cannot understand the speaker's language level. The non-English speaker may request an explanation or simplification, if necessary, from the court or counsel through the interpreter.

d. A Court interpreter shall interpret for litigants at counsel table at all times. He or she will provide an interpretation of all open-court speeches; (e.g., questions, answers, court rulings, bench-counsel and counsel-counsel colloquies, etc.)

2. Impartiality

A Court interpreter shall maintain an impartial attitude at all times and avoid unnecessary discussions with counsel, witnesses, interested parties, etc., either inside or outside the courtroom.

3. Confidentiality

A Court interpreter shall not disclose any information deemed confidential by the court or by any concerned parties.

4. Proficiency

Each Court interpreter shall provide professional services only in matters or areas in which the interpreter can perform accurately. When in doubt as to his or her ability, the interpreter shall inform a court official or the judge immediately.

A Court interpreter shall withdraw from any case in which his or her professional performance will be adversely affected due to lack of proficiency, lack of preparation, or difficulty in understanding the speaker for any reason.

A Court interpreter shall consult appropriate legal and bilingual dictionaries as needed. A short glossary of legal terms frequently encountered by court interpreters is provided herewith. (See Appendix E)

5. Professional Demeanor

a. A Court interpreter shall speak in a clear, firm, and well-modulated voice.

b. The Court interpreter shall be positioned in full view of the person who is testifying and situated so as to assure proper communication, without obstructing the view of the judge, jury or counsel. The interpreter shall always be positioned so that the non-English speaker can hear and see everything the Court interpreter says or signs and so that the interpreter can hear and see everything that is said or signed during the proceedings.

c. The apparel of the Court Interpreter must be consistent with reasonable standards of social acceptability, cleanliness, and decency. Dress should be appropriate to the type of work to which employees are assigned, taking into consideration such factors as courtroom decorum, public visibility, the sensitivities of fellow employees and personal comfort.

6. Case Preparation

a. A Court interpreter shall prepare for a proceeding whenever possible. This may involve reviewing the case material, including the charging document (complaint, information or indictment), consent forms, waivers, or any other documents to be used in the case.

b. Whenever possible prior to the initial appearance, a Court interpreter shall instruct the non-English speaker as to the role of the Court interpreter. The Court interpreter shall become familiarized with the communication pattern, cultural background, and native language level of proficiency of the non-English speaker. Counsel representing the non-English speaker may wish to be present.

c. The Court interpreter shall advise the non-English speaker that:

i The Court interpreter shall translate all statements and comments throughout the proceeding.

ii The non-English speaker must not ask direct questions of the Court interpreter or initiate any independent dialogue with the interpreter, including asking for legal advice or explanations of any statement made during the proceedings.

iii The non-English speaker must direct all questions to counsel or to the Court when necessary.

iv The non-English speaker must wait for the full interpretation of the English before responding to a question.

v The Court interpreter shall also inform the non-English speaker as to the interpretation mode (or hand technique) which will be used.

7. Modes of Court Interpreting

a. The **consecutive** mode of court interpreting requires that the interpreter allow the speaker to complete a thought or statement before giving its interpretation. This mode shall be used when non-English speakers are giving testimony or when the judge, counsel, or officer of the court is in direct dialogue with the non-English speaker.

b. The **simultaneous** mode of court interpreting requires that the interpreter speak contemporaneously with the speaker whose statements are being interpreted. Simultaneous interpretation is virtually performed within seconds of the original speech. This mode shall be used when the non-English speaker is listening to others speak during the proceeding.

c. In some cases wireless interpreting equipment may be used, where available. This equipment is particularly useful when there are several non-English speaking defendants, who can each have headphones, or when the interpreter should not be physically close to the non-English speaking defendant for health or security reasons.

8. Modes of Address

a. Each Court interpreter shall utilize the first person singular when interpreting fora non-English speaker giving testimony or speaking to another person. Persons addressing the non-English speaker (e.g., attorneys, judges, probation officers, clerks) shall also use the first person.

b. A Court interpreter shall address the Court using the third person singular to protect the record from confusion. (e.g., "Your Honor, the Court Interpreter requests that the question be repeated.")

9. Language and/or Hearing Difficulty

a. Whenever the Court interpreter does not understand a word, phrase, or concept, the interpreter shall inform the Court which may, at its discretion, order an explanation, rephrasing, or repetition of the statement. The interpreter may request time to look up an unfamiliar word in the dictionary.

b. Whenever the Court interpreter has difficulty hearing and, therefore, interpreting, the interpreter shall inform the Court. The Court may, at its discretion, order the speaker to repeat the statement, to speak louder, or change the position of the interpreter in the courtroom.

10. Errors

Whenever a Court interpreter discovers an interpretation error, the interpreter shall correct the error at once. The interpreter may request a bench conference with the judge and counsel, explain the problem, and make the correction on the record.

11. Difficulties While Interpreting

a. Each Court interpreter shall interpret the exact response of the defendant/witness or speaker even if the answer seems to be non-responsive. The admissibility of the response must be determined by the Court upon the request of counsel.

b. If a defendant/witness testifying in a foreign language occasionally uses a few words in English, the Court interpreter shall repeat those words for the record so that a person listening to the recorded proceeding may continue following the interpreter's voice. However, if the defendant/witness utters a full English response, the interpreter shall not ask the defendant/witness to respond in his or her native language. Rather, the interpreter will stand back so that the parties are aware of the English response and await the Court's direction.

c. Whenever an objection is made, the Court interpreter shall interpret everything that was said up to the objection and instruct the defendant/witness by hand gesture not to speak until the Court has ruled on the objection.

d. Whenever a serious communication problem arises between the interpreter and the non-English speaker (i.e., a person is being disruptive, does not allow the interpreter to speak, etc.), the Court interpreter shall bring the matter to the immediate attention of the Court or counsel.

e. A Court interpreter shall not characterize or attempt to explain testimony. The Court or counsel will request clarification from the non-English speaker through the interpreter when necessary.

f. A Court interpreter shall not correct erroneous facts in questions posed to non-English speakers. Similarly, the interpreter shall never correct the testimony of non-English speakers, even if the errors are obvious. The response of a non-English speaker shall never be inferred. If the witness is asked to clarify his or her previous answer, the interpreter shall pose the question as asked and not volunteer what the interpreter thought the speaker meant in the initial response.

12. Fatigue Factor

A Court interpreter shall inform the Court if the quality of interpreting is about to suffer due to the fatigue of the interpreter. The Court may authorize appropriate breaks.

C. Relationships

1. With the Court - The services of the Court interpreter are normally requested by the Courtroom Clerk for assignment. The Courtroom Clerk provides to the interpreter any information or administrative support needed to perform the professional services. The Court interpreter will be sworn as an officer of the court and will act in an impartial manner.

2. With the Attorneys - As the facilitator for communications, the Court interpreter will provide the necessary interpretation for the benefit of the party requiring language or sign interpretation. The Court interpreter will be impartial with all attorneys and, as an employee of the court, will show no favoritism to either side.

3. With the Defendant or Litigant - The Court interpreter has a responsibility to interpret on behalf of the defendant or litigant needing such service so that the proceeding can be understood by all parties. The Court interpreter is to be impartial toward all litigants and defendants and is not permitted to comment on any pending cases.

4. With the Public - The Court interpreter may have occasion to speak with members of the public who also might require interpreting services in order to approach the court for information or to understand the proceeding. The Court interpreter must be careful not to overstep the bounds of his or her authority by volunteering information that is better given by other members of the courtroom team or court agency. The Court interpreter is not permitted to comment on any pending cases.

5. With the Media - The Court interpreter is the language facilitator of the Court. It is not appropriate for the Court interpreter to conduct interviews with the media.

D. Conflicts of Interest

1. A Court interpreter shall not have any direct or indirect interest in any case or transaction, nor incur any obligations which are in conflict with the proper discharge of the duties of Court interpreter or which may affect the outcome of the proceeding.

2. A Court interpreter shall not derive personal profit or advantage from any confidential information acquired while acting in a professional capacity.

3. A Court interpreter shall not accept money, consideration, or favor for the performance of his or her duties from anyone other than the compensation received from the Court.

4. A Court interpreter shall not use the Court's time, facilities, equipment or supplies for private gain or advantage.

5. A Court interpreter shall not serve in any proceeding which involves an associate, friend or relative of the interpreter.

6. A Court interpreter shall disclose on the record any services previously provided on a private basis to any of the parties involved in a proceeding.

7. A Court interpreter shall not give any legal advice of any kind to anyone concerned with the proceeding, whether solicited or not. A Court interpreter shall never act as an

individual referral service for an attorney.

E. Compliance

1. A Court interpreter who discovers anything which would preclude full compliance with these Professional Standards shall immediately report it to the Court.

2. A Court interpreter shall immediately report to the Court any solicitation or effort to induce or encourage a violation of any law, professional standard, or regulation promulgated by the Administrative Office of the Courts.

3. The Court may remove a Court interpreter from an assignment if the proceeding cannot be interpreted accurately for any reason.

4. A Court interpreter employed on a per diem basis may be removed from the active interpreter master list for inadequate performance or for other reasons related to his or her official duties such as the following:

   a. Knowingly and willfully making a false interpretation while serving in an official capacity.

   b. Knowingly and willfully disclosing confidential or privileged information obtained while serving in an official capacity.

   c. Repeated refusals to accept assignments.

   d. Inability to adhere to professional standards.

F. Experience and References

All candidates are required to complete an application which requests information about previous interpreting work and other related bilingual experience, education, and ability. The application for employment as a per diem court interpreter is shown in Appendix A.

QUESTIONS
and
ANSWERS

QUESTIONS MOST ASKED BY INTERPRETERS

1. **Q. What is expected of me when interpreting at District Court?**

   A. As an interpreter for Federal District Court, you will be expected to translate the questions asked of the defendant/witness by counsel or the judge and to relate the defendant's answers or statements to counsel and the judge verbatim.

2. **Q. Am I expected to translate simultaneously or at my own pace?**

   A. Depending upon your experience, translation will proceed at a pace that is comfortable for you. Of course, simultaneous translation will help the proceeding to move along quickly, but time is not a factor here. Proper translation and understanding is the important issue. You will be able to set the pace (with the Judge's assistance, if necessary). He/she may ask you or observe how translating will be the most appropriate for you.

3. **Q. If I don't understand a word or statement, can I ask counsel or the judge to explain?**

   A. Yes, please do not hesitate to ask for clarification at any time if you are unsure of anything or to refer to your dictionary or glossary.

4. **Q. What are the rates for a non-certified interpreter and for a certified interpreter?**

   A. See Appendix B

5. **Q. Is my parking paid for and is there a designated parking area?**

   A. You will be required to pay for parking out of your pocket, but you will be reimbursed; there is no designated parking area, but there are several public parking areas near the courthouse.

6. **Q. Should I mail my parking receipt back to court as proof of payment?**

   A. Yes, please mail the receipt to the courtroom deputy that contacted you initially.

7. **Q. Where do I report upon arrival at District Court?**

   A. The courtroom deputy that contacted you will instruct you where to report. Usually, you will be reporting to the Clerk's Office (unless otherwise instructed) to fill out your voucher/contract, then you will be further instructed where to report.

8. **Q. How do I become a federally certified interpreter?**

   A. To become certified, an interpreter must complete a criterion-referenced performance examination which shall be administered under the supervision of the Administration Office of the U.S. Courts. The examination shall consist of written and oral parts. At the present time, languages for which certification has been established are: Haitian-Creole, Navajo, and Spanish.

9. **Q. Who do I contact to inquire about interpreter certification exams?**

   A. Contact the Clerk's Office.

10. **Q. What do I say if a defendant or a family member asks me a question I don't feel is appropriate for me to answer?**

    A. Inform the party that you have been hired by the Court and it is inappropriate to engage in general conversation with anyone other than court officials without permission of the Court.

11. **Q. If I am under contract with the Court to translate for a defendant and then asked by the Probation/Pretrial Services Dept. to assist them prior to court, who will be responsible for payment?**

    A. If you have assisted someone from the Probation/Pretrial Services Dept. at any time, you will still be paid by the Court.

12. **Q. If I am under contract with the court to represent a defendant and then asked by an Assistant U.S. Attorney to assist them after court, who will be responsible for payment?**

    A. If an Assistant U.S. Attorney requests your assistance after court, then the U.S. Attorney's office is responsible for paying you for that time. Please ask them their procedures regarding payment.

13. **Q. If I translate in one case for one judge in the morning and another case for another judge in the afternoon, should I fill out two vouchers?**

    A. No, you will only need to fill out one voucher and calculate all time spent with both judges. Please let each courtroom clerk know that you will be interpreting for different judges so there is no time conflicts. The voucher should reflect both case numbers.

14. **Q. If I am requested to interpret for the Court and appear at the courthouse as requested and the proceeding is cancelled, will I be compensated for my time?**

A. Yes, if an interpreter is not notified by the court of a cancellation at least 24 hours prior to the start of an assignment, the interpreter shall be paid compensation for at least a half day's services.

15. Q. How long does it take to get paid for my services?

A. It usually takes 2-3 weeks to receive payment for services rendered.

16. Q. Are income taxes or social security taxes deducted from my compensation?

A. Income taxes and social security taxes shall not be deducted from a contract interpreter's compensation. Social security benefits for the contract interpreter shall be based entirely on the interpreter's contributions as a self-employed individual, and the Government shall make no contribution as an employer.

17. Q. Do I have to claim my earnings as a interpreter on my tax form?

A. Yes, but, you will only receive an Internal Revenue Service 1099-Misc Form from the Court if you have earned $600 or more.

18. Q. If I am requested by a court appointed attorney to translate at a jail or elsewhere, how do I get paid?

A. The court appointed attorney should have a CJA-21 voucher for you to fill out; if not, the attorney may pick up a CJA-21 voucher at the Clerk's Office. Keep track of your time and mileage. After you have filled out the voucher, the appointed attorney will need to sign it, too. The voucher should be submitted to the courtroom clerk of the assigned Judge in the case for approval. The courtroom clerk will then forward it to the financial department for payment. (See Appendix D)

19. Q. Will my mileage be paid for if I have to travel to a jail or elsewhere?

A. Yes, your mileage will be paid for if you are traveling to an off-site job.

20. Q. What is the current mileage rate?

A. See Appendix B.

21. Q. If I translate for two different defendants involved in the same case at the jail, can I use one CJA-21 voucher for the combined time?

A. No, unless the two defendants are being represented by the same attorney (which is rare) and are involved in the same case. If you are interpreting for two defendants at the jail, each of their attorney's have to sign separate CJA-21 vouchers.

22. Q. Should I bring a CJA-21 voucher with me for out-of-court work, or should the attorney supply the voucher?

A. The attorney should have a CJA-21 voucher with them, but, if not, be sure to keep track of your time and mileage. Note the name, address and telephone number of the attorney that hired you. It is the attorney's responsibility to supply the CJA-21 voucher.

23. Q. Should the attorney submit the CJA-21 voucher to the Court for payment, or should I submit it?

A. The court appointed attorney should submit the voucher to the courtroom clerk of the judge assigned to the case for review and processing, or to the Clerk's Office.

24. Q. When I translate for the U.S. Attorney's office or in the Grand Jury, do I still get paid by the court?

A. No, you will be paid through the U.S. Attorney's office.

APPENDICES

APPENDIX A

COURT INTERPRETER APPLICATION

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

COURT INTERPRETER APPLICATION

PERSONAL INFORMATION

NAME:

HOME TELEPHONE:
BUSINESS TELEPHONE:

ADDRESS:

SOCIAL SECURITY/TAX I.D. NUMBER:

EDUCATION (Please list all education above elementary level)

NAME OF SCHOOL	CITY/COUNTRY	# OF YEARS ATTENDED	DEGREE

SPECIALIZED TRAINING (Please list language courses completed)

NAME OF COURSE	DATE(S) ATTENDED	CERTIFICATE AWARDED

Have you been certified as an interpreter by the Administrative Office of the U. S. Courts?
_____No _____Yes Date of certification: _____

LINGUISTIC ABILITY

LANGUAGE	READ	WRITE	SPEAK	INTERPRET	LEVEL OF PROFICIENCY

EXPERIENCE (Please list the occasions you have acted as an interpreter and specify any work performed as a court interpreter, if any)

COUNTY/STATE COURT	FEDERAL COURT	OTHER

AVAILABILITY

Please specify what hours you are available to work as an interpreter:

_____

Please specify what court locations you are able to serve:

___Albany ___Auburn ___Binghamton ___Syracuse ___Utica ___Watertown

I hereby certify that the above information is accurate and wish to be placed on the roster of foreign language interpreters utilized by the U. S. District Court for the Northern District of New York. I understand that placement on this roster does not constitute any contract or agreement with the Court and all services will be performed on an ad hoc, freelance basis.

Signed: _____ Date: _____

rev. 12/20/96

APPENDIX B

SCHEDULE OF FEES

NOTICE TO ALL INTERPRETERS SERVING IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF NEW YORK

Effective April 1, 2003, the Director of the Administrative Office of the United States Courts has set the schedule of fees for freelance interpreter as follows:

FEDERALLY CERTIFIED AND PROFESSIONALLY QUALIFIED INTERPRETERS[1]:

Full Day	$329.00
Half Day	$178.00
Overtime	$ 49.00 per hour or part thereof

LANGUAGE SKILLED (NON-CERTIFIED) INTERPRETERS:

Full Day	$156.00
Half Day	$ 86.00
Overtime	$ 27.00 per hour or part thereof

PER DIEM/SUBSISTENCE RATES

Per Diem will be paid only when an overnight stay is required due to the Court's distance from your residence and must be authorized by the Court or representative of the Clerk's Office. Contact the Clerk's Office for current per diem rates and information.

Interpreters are paid by the half-day or full-day regardless of the number of events or the number of different court units to which the interpreter may be assigned during that period. Interpreters are prohibited from charging different court units for any half-day or full-day for which he or she is already receiving payment from another court unit.

Overtime payments are payable only for time worked in excess of eight hours in one day, and overtime payments are not applicable to travel time.

MILEAGE RATE

Mileage Rate	$ .405 per mile (as of 2/4/2005)

Mileage rate is subject to change, please confirm current rate with the Clerk's Office.

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[1] Currently, the A.O.U.S.C. only offers certification in the languages of Spanish, Haitian Creole and Navajo. Persons acting as interpreter in these languages, who are not federally certified, must be paid at the "language skilled" rate.

APPENDIX C

INTERPRETER VOUCHER

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK
UNITED STATES OF AMERICA

Time Arrived:_____
Time Leave:_____

INTERPRETER VOUCHER

VS.

Case No. _____

_____

I request payment for interpreter services performed in U.S. District Court on behalf of the above-named defendant .

NATURE OF PROCEEDINGS	RATE
Date: _____	Time spent: _____
Language: _____	Certified: _____ Non-Certified _____
Proceeding: _____	Rate: $_____ (refer to Fee Schedule below)
Judge: _____	Mileage: Round-trip miles _____ at **.405** per mile =$_____
City: _____	Parking: $_____
	TOTAL AMOUNT DUE: $_____

I certify under penalty of perjury that the above is true and correct.

NAME:_____ DATE:_____
(please print clearly):

SOCIAL SECURITY NO.:_____ PHONE:_____

MAILING ADDRESS:_____

CITY:_____ STATE:_____ ZIP:_____

FEE SCHEDULE

CERTIFIED:	NON-CERTIFIED:
Full Day = $329.00	Full Day = $156.00
Half Day = $178.00	Half Day = $ 86.00
Overtime* = $ 49.00 / hour	Overtime* = $ 27.00 / hour

Interpreters are paid by the half-day or full-day regardless of the number of events or the number of different court units to which the interpreter may be assigned during that period. Interpreters are prohibited from charging different court units for any half-day or full-day for which he or she is already receiving payment from another court unit.
* Overtime payments are payable only for time worked in excess of eight hours in one day, and overtime payments are not applicable to travel time.

For Court Use Only:

Approved By:_____ Date: _____

____The amount requested above exceeds the fee schedule, and the signed authorization form from the Administrative Office is attached to this voucher.

Send this approved voucher to Penny Price in Syracuse

Rev. 2/4/2005

CJA 21 (Rev. NYND-8/96)

AUTHORIZATION AND VOUCHER FOR EXPERT AND OTHER SERVICES

1. JURISDICTION

2. MAG. DOCKET NO.

VOUCHER NO.

3. DISTRICT DOCKET NO.

4. APPEALS DOCKET NO.

5. FOR (DISTRICT/CIRCUIT)

6. LOC. CODE

7. CASE CODE

7A. CHARGE/OFFENSE (U.S. OR OTHER CODE CITATION)

8. IN THE CASE OF

vs.

9. PERSON REPRESENTED (FULL NAME)

10. PERSON REPRESENTED (STATUS)

11. PROCEEDINGS FOR WHICH SERVICES ARE REQUESTED(Describe briefly)

12. TYPE OF SERVICE REQUESTED

13. SERVICES TO BE PROVIDED BY (Name, Organization, Address, Area Code, Telephone No.)

14. DESCRIPTION OF AND JUSTIFICATION FOR SERVICES. Use additional sheets if necessary. (if requesting psychiatrist or psychologist see instructions for item 14.)

15. ATTORNEY'S STATEMENT

As the attorney for the represented who is named above, I hereby affirm that the services requested are necessary for adequate representation. I hereby request

☐ Authorization to obtain the service or

☐ Approval of services already obtained to be paid for by the United States pursuant to the Criminal Justice Act.
(Note: Prior authorization should be obtained for services in excess of $300)

▶ SIGNATURE OF ATTORNEY ▶ DATE

TELEPHONE NO.

☐ FPD ☐ PANEL ATTORNEY ☐ RETAINED ATTORNEY ☐ PRO-SE

16. ESTIMATED COMPENSATION (Describe basis, i.e. hourly or daily rate or fixed fee)

$

17. COURT ORDER

Financial eligibility of the person represented having been established to the court's satisfaction, the authorization requested in item 15 is hereby granted.

▶ SIGNATURE OF PRESIDING JUDICIAL OFFICER ▶ DATE

CLAIM FOR SERVICE

18. ITEMIZATION OF SERVICES RENDERED AND EXPENSES INCURRED (Include dates and duration of services and basis of compensation claimed. Attach receipts for expenses incurred. Use additional sheets if necessary.)

A. TOTAL COMPENSATION $

B. TOTAL EXPENSES $

C. TOTAL AMOUNT CLAIMED $

19. CLAIMANT'S CERTIFICATION FOR PERIOD _____ TO _____

F ☐ FINAL PAYMENT I ☐ INTERIM PAYMENT NO. _____

I hereby certify that the above claim is correct and that I have NOT claimed or received payment from any other source for the services rendered and claimed on thes voucher.

▶ SIGNATURE OF CLAIMANT ▶ DATE

20. CERTIFICATION OF ATTORNEY

I hereby certify that these services were rendered.

▶ ATTORNEY'S SIGNATURE ▶ DATE

APPROVED FOR PAYMENT

21(a). Either the cost of these services does not exceed $300, or prior authorization was obtained.

▶ SIGNATURE OF PRESIDING JUDICIAL OFFICER ▶ DATE ▶ JUDGE/MAG. CODE

21(b). Prior authorization was not obtained, but in the interest of justice the court finds that timely procurement of these necessary services could not await prior authorization, even though the cost exceeds $300.

▶ SIGNATURE OF PRESIDING JUDICIAL OFFICER ▶ DATE ▶ JUDGE/MAG. CODE

21(c). Services procured in accordance with Federal public defender general budget authority.

▶ SIGNATURE OF FEDERAL PUBLIC DEFENDER ▶ DATE

22. AMOUNT APPROVED/CERT.

A. COMPENSATION $

B. EXPENSES $

C. TOTAL AMOUNT APPROVED/ CERTIFIED $

23. Excess payment approved under 18 U.S.C. 3006A(e)(3)

▶ SIGNATURE OF CHIEF JUDGE, CT. OF APPEALS (OR DELEGATE) ▶ DATE

24. TOTAL APPROVED $

25. NAME OF PAYEE

26. PAYEE'S ADDRESS (Include city, state & zip code)

27. PAYEE'S SOC. SEC. NO. OR EMPLOYER ID NO.

28. ATTORNEY'S NAME AND ADDRESS (Include city, state & zip code)

APPENDIX E

INTERPRETER GLOSSARY

INTERPRETER GLOSSARY

GLOSSARY

AGREEMENT TO FORFEIT PROPERTY: An agreement which gives the United States the authority to seize money or property if a defendant fails to make further appearances.

APPEARANCE BOND: A legal document which binds a defendant and the person acting as his/her surety to pay a certain amount of money if the defendant fails to make further appearances.

ARRAIGNMENT: A proceeding in which the defendant is called into court to be advised of the formal charges pending against him/her as found by a Grand Jury and called upon to plead to said allegations.

ARREST: Taking physical custody of a person by legal authority, for the purpose of holding him/her to answer to a criminal charge.

BAIL: Security usually in the form of money or property posted to ensure a defendant's further appearance in court and to permit his/her release from custody.

BOND: A written promise by the defendant and his/her surety agreeing to pay a certain amount of money if the defendant fails to make further appearances.

COMMUNITY SERVICE: A condition imposed at the time of sentencing that directs the defendant to perform a service to the community.

COMPLAINT: A formal written statement filed by the U.S. Attorney which charges a violation of federal criminal law which has not been presented to the Grand Jury (a complaint may be issued either before or after a defendant's arrest).

CONDITIONS OF RELEASE: A court order establishing the restrictions placed upon a defendant who is to be released from federal custody pending trial.

CONSENT TO PROCEED: An agreement by a defendant to allow his/her misdemeanor case to proceed to trial or plead guilty before a U.S. Magistrate Judge instead of a District Judge (misdemeanor or petty offense cases only).

COUNT(s): The number of separate criminal charges pending against a defendant listed on the same information or indictment.

COURT APPOINTED COUNSEL: An attorney assigned by the Court and paid for (CJA) by the Administrative Office of the U.S. Courts to represent an individual/defendant who cannot afford to hire his/her own attorney.

CUSTODY: To be held in a jail or prison.

DEFENDANT: The person named and charged with a criminal offense in an indictment, information, or criminal complaint.

DEPARTURE: The court's decision to depart from the federal sentencing guidelines either upward or downward.

DETAINED: To hold or keep in custody until trial.

DETENTION HEARING: A proceeding to determine whether or not a defendant is eligible to be released from custody until trial; also referred to as a "bail hearing".

DISMISS(ed): To remove; to discharge; to put out of judicial consideration (e.g. - the charges or counts have been dismissed).

ELECTRONIC MONITORING: A device placed upon a defendant's body which will electronically alert the authorities if the defendant leaves the boundaries he/she has been restricted to, commonly used when a defendant has been sentenced to home detention.

FELONY: A crime for which the punishment under federal law may be imprisonment for more than one year.

FINANCIAL AFFIDAVIT: A formal statement signed by a defendant that establishes his/her financial profile to assist the court in determining if a court appointed attorney should be assigned to represent him/her at no cost.

FINE: The amount of money a defendant is ordered to pay as part of his/her sentence after being convicted of a crime.

FORFEIT: To lose money or property posted on behalf of a defendant for failure to reappear as directed.

GRAND JURY: A group of 23 citizens who determine whether a defendant should be charged with a crime and brought to trial.

HOME DETENTION: A condition imposed upon a defendant restricting said defendant from leaving his/her home or established boundaries.

IDENTITY HEARING: A proceeding held to determine if a defendant appearing in court is the same person named on a charging document from another district (i.e. - indictment, information, complaint).

INCARCERATION: To be confined; sentenced to a period of time in jail or prison .

INDICTMENT: A formal written accusation issued by the Grand Jury, charging the defendant with a particular crime(s).

INFORMATION: A formal written accusation filed by the U.S. Attorney, rather than the Grand Jury, charging the defendant with a particular crime(s).

INITIAL APPEARANCE: The first appearance in court by a defendant before a federal Magistrate Judge or District Judge where he/she is advised of the charges pending, advised of his/her rights and to determine if he/she can afford an attorney or if the court should appoint an attorney to represent him/her.

JUDGMENT: The official and authentic decision of a court upon the respective rights and claims of the parties to a suit. The final decree of the court.

MAXIMUM PENALTY: The highest penalty that can be imposed upon a defendant for the crime committed.

MISDEMEANOR: A crime less serious than a felony for which the punishment in federal law may be imprisonment for up to one year.

MOTION: A formal request made to the court or a judge to obtain an order, ruling or direction.

NEBBIA HEARING: A proceeding to determine the origin of bail money offered to permit a defendant's release from custody until trial.

NON-SURETY: A defendant posting his/her own money or property to ensure his/her further appearances.

OATH: A sworn declaration (promise) by the defendant to tell the truth.

ORDER OF DETENTION: An order of the court directing that a defendant be held in custody without bail until trial.

PERSONAL RECOGNIZANCE BOND: An unsecured bond that binds a defendant to pay the United States a certain amount of money if the defendant fails to make any/all appearances as required.

PETITION: A written statement issued by the Probation Department usually accompanied by a warrant for arrest claiming violation of the conditions of release, supervised release, or probation conditions.

PETTY OFFENSE: A lesser crime for which the punishment under federal law may be imprisonment for up to six (6) months.

PLEA: The defendant's declaration in open court, that he/she is either guilty or not guilty of the charges pending against him/her.

PLEA AGREEMENT: A written statement of the charges pending against the defendant to which he/she agrees to plead, signed by the U.S. Attorney, the defense attorney and the defendant.

PRELIMINARY HEARING: A proceeding in which the prosecutor (U.S. Attorney) will present to the court sufficient evidence to convince the court that the charge against the defendant should be presented to a Grand Jury.

PRESENTENCE INVESTIGATION: A thorough investigation of a defendant's background and criminal history conducted by the Probation Department prior to sentencing.

PRETRIAL SERVICES DEPT: A Government agency that is part of the Probation Department and monitors defendants progress and conduct before sentencing; the agency responsible for evaluation and supervision of a defendant before trial.

PROBATION DEPARTMENT: A Government agency responsible for supervision of criminal defendants.

RELEASE ON OWN RECOGNIZANCE: To be released from custody without being required to post bail.

REMAND(ed): To return a defendant to custody pending further court action.

REMOVAL HEARING: A proceeding held if a defendant has been arrested in this district on a warrant or petition issued from another district to determine if the defendant is the person named in the warrant and whether he/she should be returned to that district.

RESTITUTION: The amount a defendant must pay a person or business against which a crime has been committed to compensate for the loss caused by the crime.

RETAINED COUNSEL: An attorney who has been hired by an individual/defendant to represent him/her.

SECURED BOND: A bond that is secured by either the posting of money or property to ensure the appearance of a defendant for further proceedings.

SENTENCE(ing): Court imposed punishment for a crime committed; a hearing held in order to impose punishment.

SENTENCING GUIDELINES: Minimum or maximum periods of imprisonment within which a sentencing judge must sentence a person who pleads guilty or is found guilty after trial.

SPECIAL ASSESSMENT: An amount of money a defendant must pay as part of his/her sentence after being convicted of a crime designed to compensate the victims of crime.

SUPERSEDING INDICTMENT: A subsequent indictment which may add new charges or new defendants to the original indictment.

SUPERVISED RELEASE: A program established by the Probation Department to keep close supervision on convicted defendants who have been released from custody.

SURETY: A person willing to post money or property to ensure the further appearances of a defendant.

SURRENDER: To voluntarily place one's self within the control of law enforcement authorities and the court.

TIME SERVED: The length of time the defendant has already served in custody prior to sentencing.

U.S. ATTORNEY: A lawyer employed by and for the U.S. Government to prosecute federal civil and criminal cases.

U.S. MARSHAL: A federal police officer who maintains custody of criminal defendants who are incarcerated pending trial and sentencing.

WAIVE/WAIVER: An oral or written agreement to acknowledge and give up certain rights.

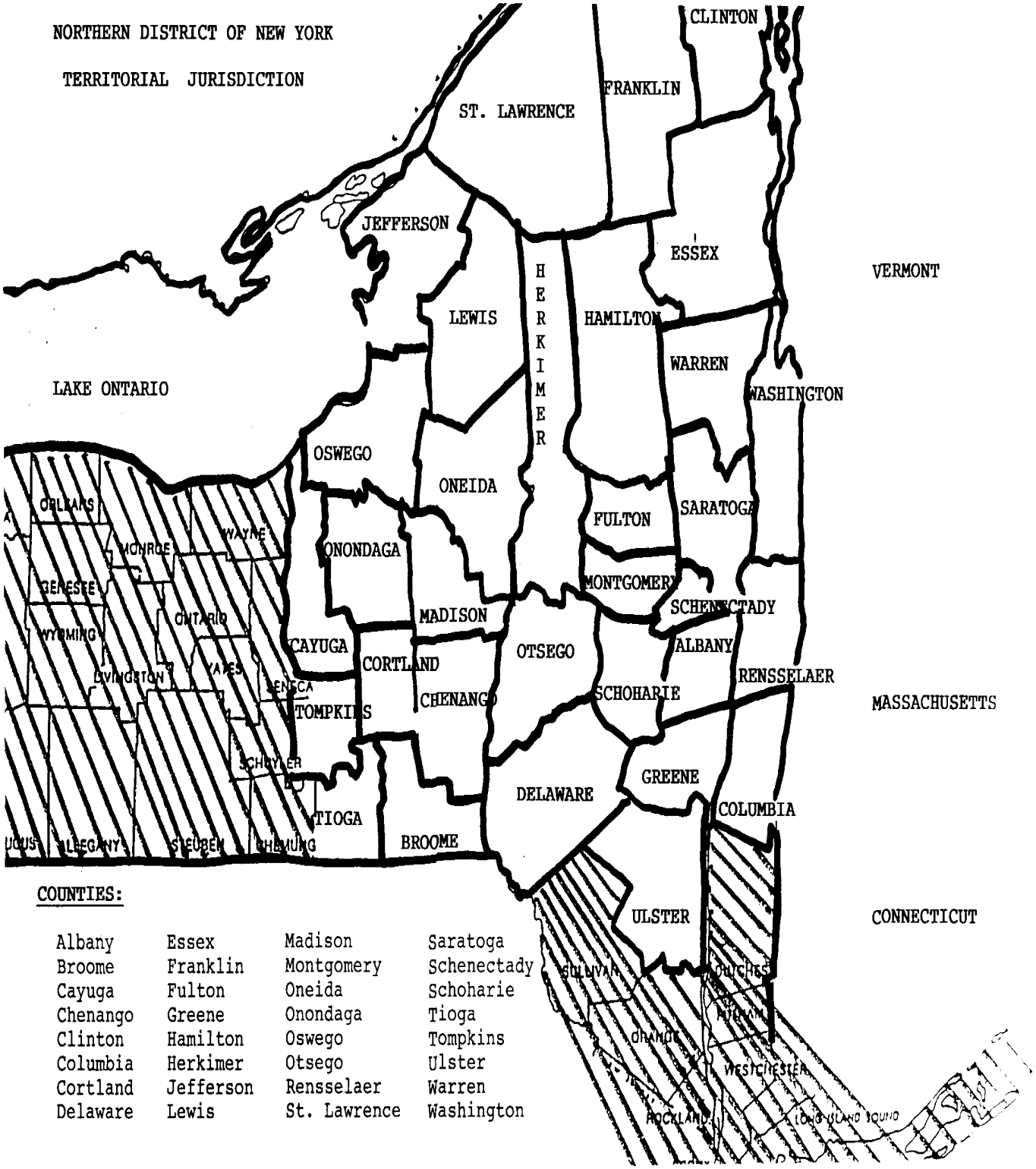
WARRANT: A legal document issued by a court giving authority to a law enforcement agency to take a person into custody; authority to make an arrest.

APPENDIX F

JURISDICTIONAL MAP OF THE NORTHERN DISTRICT OF NEW YORK

NORTHERN DISTRICT OF NEW YORK

TERRITORIAL JURISDICTION



COUNTIES:

Albany	Essex	Madison	Saratoga
Broome	Franklin	Montgomery	Schenectady
Cayuga	Fulton	Oneida	Schoharie
Chenango	Greene	Onondaga	Tioga
Clinton	Hamilton	Oswego	Tompkins
Columbia	Herkimer	Otsego	Ulster
Cortland	Jefferson	Rensselaer	Warren
Delaware	Lewis	St. Lawrence	Washington