

From: Court Interpreters

Sent: Monday, January 29, 2018 2:57 PM

Subject: Expansion to civil cases Part 2

To independent contractor interpreters:

Last week, the Court sent an email to independent contractor interpreters, advising you of the Court's plans for civil expansion and the use of privately-paid independent contractors. The Court has re-examined its interpreter policy, Language Access Plan, and MOU obligations, and as such, we are modifying the message related to privately-paid interpreters.

In contrast with our prior message, we want to make it clear that the Court has the authority to appoint an interpreter hired by a party. The Court's Judicial Officer assigned to the proceeding will exercise his or her discretion on this matter, and may appoint an interpreter hired by a party, even if a court-provided, qualified interpreter is available, per Gov. Code, § 71802(b)(3). When appointing an interpreter hired by a party, the Judicial Officer must ensure the impartiality of the interpretation and may choose to appoint a Court-provided interpreter for certain aspects of the proceeding, such as witness testimony. The Court will take into account language access standards, and will consider whether a certified or registered interpreter is available if the party-retained interpreter is not certified or registered. If the party-retained interpreter is not a certified or registered interpreter, the court will need to provisionally qualify the interpreter pursuant to the procedures in rule 2.893 of the California Rules of Court.

Our apologies for any confusion caused by the prior message. Please contact Gustavo Naranjo at (925) 608-4069 if you have further questions or concerns regarding this matter.