

Rule 52. POLICY DECLARATION RELATING TO COURT INTERPRETERS

- (a) Statement of Policy. It is the policy of the Supreme Court and the intent of these rules to secure the rights, constitutional and otherwise, of persons who, because of a non-English-speaking cultural background or physical impairment, are unable to understand or communicate adequately in the English language when they appear in the courts or are involved in court proceedings, or are otherwise seeking access to the courts.
- (b) Definitions: For the purpose of these rules, the following words have the following meanings:
- (1) "Appointing authority" means a district or magistrate judge, including pro tem and retired judges within the scope of their appointments, or the judge's designee.
 - (2) "Certified - Master Level interpreter" means an individual who has passed the certification exam with an 80 percent or higher on each portion of the exam: simultaneous, consecutive, sight-English, and sight-foreign. The score for the sight translation portion of the exam will not be combined.
 - (3) "Certified interpreter" means a an individual who has passed the certification exam with a 70 percent or higher in the simultaneous and consecutive portions, and an average of 70 percent across both sight-English and sight-foreign. Must achieve a minimum score of 65 percent in both sight translations.
 - (4) "Conditionally approved interpreter" means a an individual who has received an overall score of 55 percent or higher on the certification exam without reaching the certified or master level, with no single score falling below a 50 percent, including on the separate sight translation scores. An individual may fall under this level of qualification for a period of only two years.
 - (5) "Court proceeding" means any civil, criminal, domestic relations, juvenile, traffic, or other in-court proceeding in which a non-English-speaking person is a principal party in interest or a witness.
 - (6) "Non-English-speaking person" means any principal party in interest or witness whose communication or understanding in the English language does not permit effective participation in a court proceeding.
 - (7) "Principal party in interest" means a person involved in a court proceeding who is a named party or who will be bound by the decision or action or who is foreclosed from pursuing his or her rights by the decision or action which may be taken in the proceeding.
 - (8) "Registered interpreter" means no certification exam exists for the language, yet the individual has passed the written exam with an 80 percent and has completed the orientation workshop, and has passed an oral English exam and other language proficiency assessment.
 - (9) "Witness" means anyone who testifies in any court proceeding.
- (c) Implementing Responsibilities. The Supreme Court shall administer the State Court Interpreter Program. The Administrative Director of the Courts shall establish programs and develop resources for the improvement of court interpreting services, including training and certification of interpreters, establishing and maintaining a program policy manual, maintaining and distributing a directory of interpreters, and collecting and analyzing statistics or other data pertinent to interpreter utilization. An inventory of standard forms and training materials will also be maintained.
- (d) Priority of Appointment for Interpreters.
- (1) Subject to subsection (d)(2) of this rule, an interpreter shall be appointed when the appointing authority or his/her designee determines that a principal party in interest or witness does not communicate in or understand the English language sufficiently to permit effective participation in a court proceeding.
 - (2) In any court proceeding in which an interpreter is required, the appointing authority shall appoint an interpreter according to the following priority:

- (A) a certified - master level or certified interpreter,
- (B) a conditionally approved interpreter,
- (C) a registered interpreter.

The appointing authority may appoint an interpreter of lower priority on the foregoing list only when good cause exists. Good cause includes, but is not limited to, a determination made prior to the proceeding by the appointing authority that:

- (i) Given the totality of the circumstances, including the nature of the proceeding and the potential penalty or consequences involved, the services of an interpreter of higher priority are not reasonably available to the appointing authority; or
- (ii) The current list of certified interpreters maintained by the Idaho Supreme Court does not include an interpreter certified in the language spoken by the non-English speaking person. The court is not required to articulate such a determination in a court proceeding, unless the appointment of an interpreter is challenged by a party. If a party challenges the appointment of an interpreter, the court shall make a determination on the record as to whether the appointment of the interpreter conforms with the provisions of this rule.

(3) In extraordinary circumstances, upon a finding by the court that no certified master level interpreter, certified interpreter, conditionally approved interpreter or registered interpreter is available, and that it is necessary to conduct the proceedings before such an interpreter is likely to become available, the appointing authority may appoint a person as interpreter if the appointing authority finds that such person is able to interpret from English to the language of the non-English speaking person and from the language of that person into English.

(e) Interpreter Oath.

All court interpreters, before commencing their duties, shall take the following oath:

"Do you solemnly swear or affirm that you will interpret and/or translate accurately, completely, and impartially, using your best skill and judgment in accordance with the standards prescribed by law and the Idaho Code of Professional Responsibility for Interpreters in the Judiciary?."

A district judge or magistrate judge may administer the oath to an interpreter in writing, and the written oath shall be filed with the clerk of the district court for the county. Once the oath has been filed, it shall remain in effect until such time as the interpreter is removed under subsection (f) of this rule, and while the written oath remains in effect it need not be administered to the interpreter at any subsequent court proceeding in the county.

(f) Removal of an Interpreter in an Individual Case. Any of the following actions shall be good cause for a judge to remove an interpreter: (1) being unable to interpret adequately; (2) knowingly and willfully making false interpretation while serving in an official capacity; (3) knowingly and willfully disclosing confidential or privileged information obtained while serving in an official capacity; (4) failing to appear as scheduled; (5) misrepresentation of credentials or other material misstatement of fact relative to appointment as an interpreter; (6) removal from the Idaho Supreme Court's list of interpreters; and (7) a plea of guilty or finding of guilt, regardless of the form of judgment or withheld judgment, of a crime substantially related to the qualifications, functions, or duties of an interpreter, or that involves dishonesty, fraud, or moral turpitude; (8) failing to follow other standards prescribed by law and the Idaho Code of Professional Responsibility for Interpreters in the Judiciary.

(g) Cost of Interpreter Services. In all court proceedings in which an interpreter is appointed, the court shall determine a reasonable fee for the interpreter's services, which shall be paid out of the district court fund or paid by the county as prescribed by law.

(Adopted September 25, 1998; effective November 1, 1998; amended December 13, 2004, effective December 15, 2004; amended August 4, 2005, effective August 15, 2005; amended September 30, 2008, effective August 28, 2008.)

CHECKLIST FOR BILINGUAL SPEAKERS

Questions:

Yes No

| <i>Questions:</i> | <i>Yes</i> | <i>No</i> |
|---|------------|-----------|
| 1 – Do you possess native-like mastery of the English language? | | |
| 2 – Do you possess native-like mastery of the foreign language? | | |
| 3 – Have you completed an examination to determine your fluency? | | |
| 4 – Have you received any formal education in the target language? | | |
| 5 – Have you received any formal education in English? | | |
| 6 – Are you able to interpret in the consecutive or simultaneous mode accurately, without adding, omitting or summarizing, explaining? | | |
| 7 – Have you ever work professionally as an interpreter? | | |
| 8 – Have you ever received any training as an interpreter? | | |
| 9 – Are you familiar with legal and specialized terminology in both languages? | | |
| 11 – Are you aware of the limitations and obligations found in the Idaho Code of Professional Responsibilities for Interpreters in the Judiciary? | | |
| 12 – Are you willing and able to comply with the Idaho Code for Professional Responsibilities for Interpreters in the Judiciary? | | |
| 12 – Can you stay in the interpreter’s role and avoid functioning in any other role? (clerk, advocate, cultural broker) | | |
| 13 – Do you know any of the parties involved in the case? | | |

REQUEST FOR INTERPRETER

| | |
|--|---|
| INTERPRETER REQUESTED FOR: DEFENDANT | TYPE OF CASE: <input type="checkbox"/> CIVIL <input type="checkbox"/> CRIMINAL |
| LANGUAGE: | CASE NUMBER: |
| PLAINTIFF'S NAME (for civil cases): | |
| DEFENDANT'S NAME: | |
| CHARGES (for criminal cases): | |
| JUDGE: | TYPE OF HEARING: ARRAIGNMENT |
| DATE/TIME NEEDED: | LOCATION: JUVENILE COURT |
| For TCA Use Only: RECEIVED BY: | DATE TCA CONTACTED: |
| INTERPRETER CONTACTED: | |
| COMMENTS: | |

PLEASE INFORM TCA OFFICE OF ANY CHANGES AT 287-7686 OR 287-7598

Section 6.0 – General Guidelines for Compensation

This section is provided as a general guide for counties. Consistent with I.C. §9-205, interpreters are paid from the county district court fund. Therefore, the policies and rates included in this section are ultimately negotiated and determined by the county. These guidelines will be reviewed every two years to ensure the rates are comparable with that of court interpreters in surrounding states.

6.1 Minimum Recommended Hourly Rates for Freelance Court Interpreters

| Type of Court Interpreter | Hourly Rate |
|---------------------------|---------------------------|
| Certified – Master Level | \$40.00 an hour |
| Certified | \$35.00 an hour |
| Conditionally Approved | \$25.00 an hour |
| Registered | Negotiate as appropriate. |

A two-hour minimum is recommended for all types of court interpreters.

The Consortium for State Court Interpreter Certification maintains current hourly and salary information for court interpreters. The link to the Consortium's website is http://www.ncsconline.org/D_Research/CourtInterp.html.

6.2 Telephonic Interpreting Rates

The hourly rate for telephonic interpreting is recommended to be the same hourly rate listed under Section 6.1, with a one-hour minimum.

6.3 Court Interpreters' Expenses

Mileage for court interpreters should be paid at the state rate pursuant to I.C. §9-1603 for each mile necessarily traveled in excess of 30 miles one-way. Airfare, hotel accommodations, and per diem for meals for out-of-town court interpreters should also be paid by the county.

6.4 Compensation for Travel Time

After 40 miles of travel one-way, court interpreters should receive compensation for travel time at half the hourly rate.

6.5 Compensation for Time Reserved

Court interpreters should be compensated for reserving calendar time for interpreting assignments. If the court cancels an assignment with less than 48 hours notice, the court interpreter should be compensated for the time reserved at the hourly rate. The court interpreter should remain available to the court during that time. If he/she is not available for a last minute assignment during that reserved time, the court may decline payment.

6.6 Cancellation, Double-booking Assignments, and Failure to Appear for Assignments

If, for some reason, a court interpreter is unable to appear for an assignment that he or she accepted, then the interpreter should notify the person who scheduled the assignment immediately so that other arrangements can be made. Cancellations, double-booking assignments, and failing to appear for assignments should be avoided. If an interpreter exhibits such unprofessional behavior without good cause, the interpreter may be removed from the state roster and/or be subject to discipline (See Section 5.0).

6.7 Substitutions by Court Interpreters

The court or its designee should maintain control over the scheduling and assignment process. Once an interpreter has accepted an assignment, the interpreter should not send another interpreter in his or her stead. If an interpreter wishes to request removal from an assignment that has been accepted, then the interpreter should notify the person who scheduled the original assignment immediately.

6.8 Court Interpreter Contracts

It is recommended that counties clearly define the terms and conditions of the contract work, including court rules regarding the appointment of interpreters and professional code of conduct, interpreting rates, a method for calculating interpreter time, expenses, and cancellation fees. (Click on the following link to view a sample contract: [sample contract](#).)

This contract is a sample only and should be tailored to the needs of the county and reviewed closely by legal counsel prior to use.

_____ COUNTY, _____ JUDICIAL DISTRICT

CONTRACT COURT INTERPRETERS SERVICES TERMS AND CONDITIONS

_____ (hereinafter after known as the contract interpreter) hereby accepts contract services with the _____ County District Court, _____ Judicial District, under the following terms and conditions.

1. AGREEMENT

The following terms and conditions constitute the entire agreement for contract interpreter services for the period of _____ to _____, by the _____ County District Court, _____ Judicial District.

The contract court interpreter shall provide interpreting services from English to _____ and _____ to English during court proceedings, and must at all times adhere to the standards prescribed by law and the Idaho Code of Professional Responsibility for Interpreters in the Judiciary.

The contract court interpreter shall provide services strictly in accordance with the terms and conditions of the contract. The County shall not be liable for any services provided by the contract interpreter that have not been scheduled and/or authorized previously by the _____ Office.

2. SERVICES TO BE RENDERED

All services shall be rendered in accordance with the Idaho Code of Professional Responsibility for Interpreters in the Judiciary. Services include interpretation for defendants, witnesses, parents, and other participants in court proceedings, in a variety of hearings, in both criminal and civil cases.

The contract interpreter must be ready and prepared to provide interpreting services in any or all of the following modes: simultaneous, consecutive and/or sight translation. The contract interpreter must also be able to work with interpreting equipment.

The _____ County District Court may at any time inspect the services performed including written translations of documents or reports. The _____ County District Court may at any time reject services that do not meet the highest requirements and standards of professionalism. No payment shall be due for services rejected by the Court.

Contract court interpreters must submit to a criminal background check prior to providing services for the _____ County District Court.

This contract is a sample only and should be tailored to the needs of the county and reviewed closely by legal counsel prior to use.

3. STANDARD RATES FOR INTERPRETING SERVICES

- o Federal Certified Court Interpreter: TBD
- o Idaho Certified Court Interpreter, Master Level: \$40.00 per hour
- o Idaho Certified Court Interpreter: \$35.00 per hour
- o Conditionally Approved Interpreter: \$25.00

A minimum payment of two hours (2) shall be paid to the contract interpreter at the hourly rate for which the interpreter qualifies. Time exceeding two hours shall be billed on 15-minute increments, rounded up to the next quarter hour.

Duration of assignment will vary from less than a half an hour to more than one day, depending on the type of proceeding. The _____ County District Court does not guarantee a specific number of assignments, hours, or specific amount of income.

3.1 PAYMENT FOR SERVICES

Invoice must be submitted to:

The invoice must contain the following information:

- Name of interpreter or agency;
- Mailing address;
- Language in which interpreting or translation services were provided;
- Information regarding interpreting/translating assignment (judge's name, case number, defendant's name);
- Date and time of service;
- Requesting party
- All applicable receipts;
- Taxpayer identification number (TIN)
- Mileage

Payment for services rendered shall be received within thirty (30) days of invoice. The _____ County District Court is not obligated to pay the contract court interpreter more frequently than once per month.

This contract is a sample only and should be tailored to the needs of the county and reviewed closely by legal counsel prior to use.

3.2 REIMBURSEMENT FOR MILEAGE AND EXPENSES

Mileage reimbursement is paid according to the current state rate.

Contract court interpreter must provide all applicable receipts and an itemized invoice for reimbursement. Reimbursement shall be subject to the _____'s approval.

4. CANCELLATION POLICY

Court interpreters will be compensated for reserving calendar time for interpreting assignments. If the court cancels an assignment with less than 48 hours notice, the court interpreter will be compensated for the time reserved at the hourly rate. The court interpreter must remain available to the court during that time. If he/she is not available for a last minute assignment during that reserved time, the court may decline payment.

If, for some reason, a court interpreter is unable to appear for an assignment that he or she accepted, then the interpreter should notify _____ so that other arrangements can be made.

5. COMMENTS AND UNDERSTANDING

It is the responsibility of the contract court interpreter to ensure that he/she fully understands the scope of an assignment and the ramifications of accepting such assignment. The contract interpreter may recuse him/herself at any time from any assignment that is beyond his/her ability.

It is understood by the _____ County District Court that the contract interpreter engaged under this agreement qualifies as an independent contractor.

It is further understood that the interpreter shall provide any and all services in a professional, competent manner in accordance with the law and code of professional conduct. Upon request, the interpreter shall furnish a resume and any other information that may be requested by the _____ County District Court.

Dated this _____ of _____, 20 _____

Contract Court Interpreter

Section 7.0 – Telephonic Interpreting and Other Resources

Telephonic interpreting is not a viable solution for all court hearings. Telephonic interpreting is ideal for short, simple hearings, especially those that are largely administrative and predictable. The main advantages to telephonic interpreting are that it provides courts with access to interpreter services on short notice and access to interpreters who speak a wide variety of languages.

Potential in-court uses:

- Brief, non-evidentiary hearings or hearings with little or no testimony from non-English speakers
- Arraignments
- Change of plea

Potential out-of-court uses:

- Attorney/client conferences
- Conferences with parties together
- Conferences with parties in different locations (e.g. jail, attorney's office, etc.)

Telephonic interpreting should not be used for:

- Hearings that are scheduled to last longer than 30 minutes (multiple hearings under 30 minutes each are fine).
- Evidentiary hearings (simple traffic trials are okay, but no witness testimony in misdemeanor or felony cases)
- Non-English speaking defendant who is or who is alleged to be mentally ill.

7.1 In-State Telephonic Interpreting Services

On occasion, courts within a rural county will contract with a court interpreter from a more urban area to provide telephonic interpreting services. If this is the case, the court or its designee must follow the priority of appointment as directed in I.C.A.R. 52(d)(2).

The following counties currently have telephonic interpreting equipment: Butte, Custer, Fremont, Gooding, Jefferson, Madison, Power, Teton, and Valley. A rotation schedule of certified court interpreters for the Spanish language has been developed for use by the counties. There is only one certified court interpreter for the Portuguese language. A copy of the rotation schedule can be obtained by contacting Kim Woods at (208) 947-7417 or kwoods@idcourts.net.

7.2 Language Line Services

The Department of Administration has a contract with Language Line Services (LLS). LLS interpreters do not receive specific training in court interpreting. Therefore, the interpreter may not be familiar with legal terminology and the appropriate role and responsibilities of a court interpreter. Training and testing provided by LLS is in no way viewed as a functional equivalent to the certification requirements of the Administrative Office of the Courts. The professional and educational qualifications of LLS interpreters are not known. While some LLS interpreters pursue professional certifications, there are many who do not. Therefore, the Administrative Office of the Courts does not have available any information as to the ability of these interpreters to serve the courts.

7.3 Other Companies Who Provide Telephonic Interpreting Services

There are other companies who provide language line services. The professional and educational qualifications of interpreters who work for these companies are not known. The Administrative Office of the Courts does not have available any information as to the ability of these interpreters to serve the courts.

7.4 Locating Court Interpreters for Languages Other than Spanish

Once a determination has been made that a court interpreter is needed, court personnel must gather information relating to the language or dialect of the non-English-speaking individual, the region the person is from, or other cultural or sociological traits. In many cases, the more information gathered regarding the non-English-speaking person, the easier it will be to locate an interpreter who will meet their language needs.

Following is a list of resources that may assist court personnel in locating an interpreter for languages other than Spanish:

- Court interpreter rosters maintained by the Administrative Office of the Courts (http://www.isc.idaho.gov/intpret_cov.htm)
- The National Association of Judicial Interpreters and Translators (www.najit.org) and the American Translators Association (www.atanet.org) are two national organizations that maintain directories that contain a great deal of information, including an interpreter's language, experience, certification, and location.
- Websites such as www.ethnologue.com, www.infoplease.com/countries, or <http://www.odci.gov/cia/publications/factbook/index.html> can be helpful in order to determine the country and also the region in which a particular language is spoken. Knowing the country or region of origin can help locate a group of immigrants that have settled in the United States. Then, the courts in that area should be contacted in order to check for availability of interpreters for that particular language.
- The Consortium for State Court Interpreter Certification website includes links to program websites for the various member states, many of which maintain court interpreter rosters. The website can be found through the National Center for State Court's website under NCSC Projects and Court Interpretation (<http://www.ncsconline.org>).
- Language Line Services provides interpretation services 24 hours a day, 7 days a week for many different languages. See Section 7.2 for additional information.
- Contact the appropriate embassy (www.embassy.org).
- Contact a college or university with a large language program.

If you need assistance locating an interpreter, please contact the Court Interpreter Program Manager at (208) 947-7417.

Interpreter List

American Sign Language:

| | | | |
|----------------------|------|----------------|------------------------------|
| Andrews, Lavona | | (208) 890-5032 | |
| Bassiri, Sue | SC;L | (208) 859-8019 | |
| Granger, Jeannie | | (208) 412-7840 | (after 3:30 PM) |
| Maynard, Wes | | (208) 608-8375 | |
| Mowery Thomas, Holly | SC;L | (208) 392-3888 | |
| Shopbell, JoAnn | SC;L | (208) 731-2198 | (Twin Falls) |
| Smith, Mike | | (208) 761-5794 | |
| Stubbs, Steven | CDI | (208) 473-2681 | (Deaf Certified Interpreter) |

Real Time Captioner:

| | |
|----------------|----------------|
| Lori Pulsifer | (208) 484-6309 |
| Diane Cromwell | (208) 890-7656 |
| Nicole Omsberg | (208) 941-0635 |

Arabic:

| | | |
|------------------|----------------|--|
| Al-Anbaki, Sabah | (208) 713-4682 | (Simultaneous capable) |
| Muna Abdi | (703) 222-5149 | (Virginia – State Department Contracted) |

Basque:

| | |
|--------------------|----------------|
| Salutregui Dolores | (208) 861-1710 |
|--------------------|----------------|

Bosnian:

| | | |
|----------------------|----------------|-------------|
| Dzindo, Meliha | (208) 275-9703 | |
| Temim – Gonjak, Amra | (208) 870-9972 | |
| Traijkovka, Barbara | (208) 631-9339 | |
| Martincic, Dubranka | (509) 863-2548 | WA Register |

Chinese:

| | | |
|------------------------|----------------|--------------------|
| Fred Mui | (208) 890-6462 | Cantonese/Mandarin |
| Reed, Justin | (208) 860-8660 | Mandarin |
| Zhuang- Pedersen, Yuan | (208) 989-0616 | Mandarin |
| Leung Amelia | (503) 788-0858 | Cantonese |

Haitian-Creole:

| | |
|----------------|----------------|
| Weisel, Robert | (208) 713-1200 |
|----------------|----------------|

Farsi:

| | | |
|-----------------|----------------|---------------------------------------|
| Davis, Farnoush | (208) 350-0361 | |
| Robert Heckmat | (714) 998-0152 | (CA register - Charges half day rate) |

French:

| | |
|--------------------|----------------|
| Blin, Elizabeth | (208) 344-5823 |
| Bugandwa, Bwanishe | (208) 922-0718 |
| Ndayishimiye, Yves | (208) 353-7787 |
| Rieman, Julie | (208) 343-1048 |

Kirundi:

| | |
|--------------------|----------------|
| Ndayishimiye, Yves | (208) 353-7787 |
| Emil Muta | (206) 291-8835 |

Kiswahili:

Ndayishimiye, Yves (208) 353-7787

Korean:

Suh, Samuel (208) 899-5015
Vania Haam (425) 344-5689

Laotian:

Chanthemvong, Souk (208) 409-9832
Lott, Ryan (208) 559-6361

Nepali:

Adhikari, Hom Raj (303) 502-0706

Portuguese:

Fatima Cornwall (208) 841-8770 (Idaho Certified)

Russian:

Bazarski, Alexander (208) 713-0503
Korotkih, Lyubov (Luba) (208) 230-1780
Kvitko-Simon, Valeriya (208) 724-2973 (Idaho Certified)

Somali:

Abudabakar, Mohamed (208) 371-2324
Kheyrow, Feduma (208) 713-4643 (Additional accommodations)

Spanish Certified:

Arbiser, Diana (208) 283-5492 (Federally Certified)
Arroyo, Grace (208) 890-3975
Cornwal, Fatima (208) 841-8870 (Master Level)
Dimmick Christopher (208) 365-2622 (Master Level)
Gonzales Escobedo Maria (208) 455-4222
Gonzalez Mabbutt, Maria (208) 230-2416
Kandrin, Karen (208) 870-0940 (Master Level)
Silva Eduardo (208) 761-5306

Conditionally Approved:

Jaramillo, Mauricio (208) 340-0223
Hagen, Heather (208) 590-1465
Lupercio Mercedes (208) 866-4983

Tagalog:

LillyMae Bayley (206) 890-5824 (CA Certified)

Uzbek:

Hussain, Feruza (208) 860-8668
Muhitdin Ukrainchuk (240) 271-0552

Vietnamese:

Fish, Chad (208) 409-770
Tu, Paul (206) 235-7445 WA / CA Certified

- | | |
|---|------------------------|
| <input type="checkbox"/> ضع علامة في هذا المربع إذا كنت تقرأ أو تتحدث العربية. | 1. Arabic |
| <input type="checkbox"/> իսրայելում ենք նշում կատարեք այս քառակուսում, եթե խոսում կամ կարդում եք հայերեն: | 2. Armenian |
| <input type="checkbox"/> যদি আপনি বাংলা পড়েন বা বলেন তা হলে এই বাক্সে দাগ দিন। | 3. Bengali |
| <input type="checkbox"/> ល្អបញ្ជាក់ក្នុងប្រអប់នេះ បើអ្នកអាន ឬនិយាយភាសា ខ្មែរ ។ | 4. Cambodian |
| <input type="checkbox"/> Motka i kakhon ya yangin ûntûngnu' manitai pat ûntûngnu' kumentos Chamorro. | 5. Chamorro |
| <input type="checkbox"/> 如果你能读中文或讲中文，请选择此框。 | 6. Simplified Chinese |
| <input type="checkbox"/> 如果你能讀中文或講中文，請選擇此框。 | 7. Traditional Chinese |
| <input type="checkbox"/> Označite ovaj kvadratić ako čitate ili govorite hrvatski jezik. | 8. Croatian |
| <input type="checkbox"/> Zaškrtněte tuto kolonku, pokud čtete a hovoříte česky. | 9. Czech |
| <input type="checkbox"/> Kruis dit vakje aan als u Nederlands kunt lezen of spreken. | 10. Dutch |
| <input type="checkbox"/> Mark this box if you read or speak English. | 11. English |
| <input type="checkbox"/> اگر خواندن و نوشتن فارسی بلد هستید، این مربع را علامت بزنید. | 12. Farsi |

- Cocher ici si vous lisez ou parlez le français. 13. French
- Kreuzen Sie dieses Kästchen an, wenn Sie Deutsch lesen oder sprechen. 14. German
- Σημειώστε αυτό το πλαίσιο αν διαβάζετε ή μιλάτε Ελληνικά. 15. Greek
- Make kazyè sa a si ou li oswa ou pale kreyòl ayisyen. 16. Haitian Creole
- अगर आप हिन्दी बोलते या पढ़ सकते हैं तो इस बक्स पर चिह्न लगाएँ। 17. Hindi
- Kos lub voj no yog koj paub twm thiab hais lus Hmoob. 18. Hmong
- Jelölje meg ezt a kockát, ha megérti vagy beszél a magyar nyelvet. 19. Hungarian
- Markaam daytoy nga kahon no makabasa wenno makasaoka iti Ilocano. 20. Ilocano
- Marchi questa casella se legge o parla italiano. 21. Italian
- 日本語を読んだり、話せる場合はここに印を付けてください。 22. Japanese
- 한국어를 읽거나 말할 수 있으면 이 칸에 표시하십시오. 23. Korean
- ໃຫ້ໝາຍໃສ່ຊ່ອງນີ້ ຖ້າທ່ານອ່ານຫຼືປາກພາສາລາວ. 24. Laotian
- Prosimy o zaznaczenie tego kwadratu, jeżeli posługuje się Pan/Pani językiem polskim. 25. Polish

- Assinale este quadrado se você lê ou fala português. 26. Portuguese
- Însemnați această căsuță dacă citiți sau vorbiți românește. 27. Romanian
- Пометьте этот квадратик, если вы читаете или говорите по-русски. 28. Russian
- Обележите овај квадратик уколико читате или говорите српски језик. 29. Serbian
- Označte tento štvorček, ak viete čítať alebo hovoriť po slovensky. 30. Slovak
- Marque esta casilla si lee o habla español. 31. Spanish
- Markahan itong kuwadrado kung kayo ay marunong magbasa o magsalita ng Tagalog. 32. Tagalog
- ให้ทำเครื่องหมายลงในช่องถ้าท่านอ่านหรือพูดภาษาไทย. 33. Thai
- Maaka 'i he puha ni kapau 'oku ke lau pe lea fakatonga. 34. Tongan
- Відмітьте цю клітинку, якщо ви читаете або говорите українською мовою. 35. Ukrainian
- اگر آپ اردو پڑھتے یا بولتے ہیں تو اس خانے میں نشان لگائیں۔ 36. Urdu
- Xin đánh dấu vào ô này nếu quý vị biết đọc và nói được Việt Ngữ. 37. Vietnamese
- באצייכנט דעם קעסטל אויב איר לייענט אדער רעדט אידיש. 38. Yiddish

Accessing Language Line

The State of Idaho has a contract with Language Line Services, which provides us the ability to communicate in more than 150 different languages 24 hours a day. Each county in your district has the option to utilize this resource. I want to caution you that the professional and educational qualifications of these interpreters are not known. Some may not have any specific training or background in court interpreting and therefore may not understand legal vocabulary and other technical jargon.

Courts may use this service by completing the following steps:

| Step | Task |
|------|---|
| 1 | Use Conference Hold to place the non-English speaker on hold. |
| 2 | Dial 1-877-261-6608. An operator will come on the line and ask you the language you need. |
| 3 | <p>Enter on your telephone keypad or provide the representative:</p> <ul style="list-style-type: none"> • Client ID: 540064 • Organization name: State of Idaho – Judicial Department and Supreme Court • Press 1 for Spanish • Press 2 for All Other Languages (Speak the name of the language at the prompt.) • Personal Code: Please provide (and spell) the county name. (If your personal code is not numeric, press 0 and an operator will help complete your call.) • Secondary Prompt: Please provide (and spell) the last name of the judge who is requesting the service. <p>An interpreter will be connected to the call.</p> |
| 4 | Brief the interpreter. Summarize what you wish to accomplish and give any special instructions. |
| 5 | Add the non-English speaker to the line. |

All charges will be billed to the State of Idaho. The Supreme Court's Finance and Operations Office will bill the county from which the call came. Since this is a state contract, no minimum charge or monthly charge will be assessed to the county. Should you have any questions regarding Language Line Services, please feel free to contact Janica Bisharat at (208) 947-7417.

Section 8.0 – Translation of Court Documents, Forms, and Audio Recordings

In an ongoing effort to provide access to the courts, more and more court documents are being translated from English and provided in a second language. These court documents are made available to the public via the Internet, e-mail, and in hard copy from the local clerk's office. There are 44 counties in the state, and every county court maintains a wide variety of documents and forms.

The purpose of a translation is to produce a written document that faithfully and accurately reproduces in the target language the closest natural equivalent of the source-language document or tape without embellishment, omission, or explanation. In order to provide equal access to written documents, translations must be neither better than nor inferior to the document being translated in appearance, style, or content. A translator must be mindful to preserve the form and appearance of the translated text, as well as any words with ambiguous meaning, grammar, and spelling.

Professional interpreting and professional translating require different skill sets. Just because an individual is highly qualified as an interpreter does not mean he/she will be highly qualified as a translator and vice versa. The process of translation requires far more than linguistic proficiency in two languages. It is a specialized discipline that requires high standards of quality, as well as cross-cultural analysis and careful research.

8.1 Qualifications Necessary for Translating Forms

It is imperative that court documents and forms be translated correctly. To ensure accuracy, the translation of court forms should be conducted by an ATA Certified Translator or other professionally certified translator. Translation work should be done in teams of two to ensure accuracy and consistency. Translation software is available, but very unreliable. Therefore, it should not be used.

8.2 Documents and Forms Produced by the Idaho Supreme Court and the Administrative Office of the Courts

Court documents and forms are often created by Idaho Supreme Court committees, staff of the Administrative Office of the Courts, or program managers operating under the direction of the Administrative Director of the Courts. These documents and forms are often developed for use by courts statewide. Judges and court personnel should contact the Court Interpreter Program Manager to arrange for the translation of these court documents and forms.

8.3 Documents and Forms Produced by District Courts

The translation of documents and forms produced by local district courts may be arranged by local court personnel. When selecting a translator, the individual coordinating the project should adhere to the guidelines set forth in Section 8.1. Any questions or concerns about the translation of documents may be directed to the Court Interpreter Program Manager.

8.4 Transcription and Translation of Audio Recordings

Audio recordings can play an important role during the presentation of evidence in a trial. In order for these recordings to be examined by the parties in an efficient manner the audio files are often produced into a transcript. If parts of the recording contain a foreign language, then a translation of the material is also necessary.

The transcription and translation of the audio recording must be a “true and correct written copy of the audio material” and must be able to withstand challenges to its accuracy and completeness. Therefore, transcription and translation must be done by a certified legal translator as they will have the necessary qualifications, credentials, and expertise to complete the work and serve as an expert witness.

Even though there are no specific rules or procedures in place relating to transcription and translation of audio recordings, a certified translator will be familiar with conventionally accepted standards for format and presentation of the final written product.