

**New Mexico Administrative Office of the Courts**  
**Language Access Services**  
**Court Interpreter Code of Professional Responsibility**  
**(Approved by the Language Access Advisory Committee – July 11, 2014)**

**Introduction**

Interpreters ensure due process guaranteed under the New Mexico and United States Constitutions by placing a party whose first or primary language is not English in a comparable situation to a party whose first or primary language is English.

**Scope**

These Standards of Professional Responsibility are binding on all Certified Court Interpreters and Justice System Interpreters who provide services to the New Mexico Courts.

**Standard 1: Interpreters interpret faithfully and accurately.<sup>1</sup>**

Interpreters recognize that their function is to facilitate language access between two or more participants in the justice system who do not speak the same native language.

Interpreters do everything possible to remove the linguistic barrier between the judiciary and the person(s) whose first or primary language is not English.

**Standard 2: Interpreters confine themselves to interpreting.<sup>2</sup>**

Interpreters are fully occupied with conveying meaning from one language to another and understand that removing the linguistic barrier is their sole function within the judicial process.

**Standard 3: Interpreters act strictly in the interests of the court they serve.<sup>3</sup>**

Interpreters conduct themselves as officers of the court, upholding the dignity of the justice system. Interpreters remain impartial at all times and protect their actual and perceived neutrality.

**Standard 4: Interpreters are language access professionals.<sup>4</sup>**

Interpreters are expected to stay abreast of evolving language use and trends in the profession of interpreting. Interpreters accept assignments using discretion with regard to skill, communication mode, setting, and consumer needs. Interpreters constantly strive to increase their knowledge of all their working languages and of the cultures that use their languages. Interpreters are expected to collaborate with colleagues to foster the delivery of effective interpreting services. Interpreters recognize their role as representatives of the interpreting profession.

**As an AOC-recognized interpreter as defined above, I accept and agree to these Standards.**  
I understand complaints may be filed and sanctions imposed for violations thereof, in accordance with the *Procedures for Processing Complaints Regarding Interpreter Conduct and Performance*.

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Signature

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Date

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<sup>1</sup> *Illustrative behaviors for Standard 1. Interpreters interpret faithfully and accurately.*

- Interpreters convey the message from one language to another without addition, omission, or changes of meaning.
- Interpreters preserve the register of the language used.
- Interpreters preserve speakers' ambiguities and nuances.
- Interpreters analyze objectively any challenge to their performance and correct any errors of interpretation.
- Interpreters request clarifications of ambiguous statements or unfamiliar vocabulary.

<sup>2</sup> *Illustrative behaviors for Standard 2. Interpreters confine themselves to interpreting.*

- Interpreters work unobtrusively.
- Interpreters maintain impartiality and avoid giving even the appearance of partiality.
- Interpreters avoid undue contact with witnesses, attorneys, parties and their families, and any unauthorized contact with jurors.
- Interpreters refrain from expressing personal opinions or offering procedural advice.

<sup>3</sup> *Illustrative behaviors for Standard 3. Interpreters act strictly in the interests of the court they serve.*

- Interpreters reflect proper court decorum.
- Interpreters treat court officials, staff, the public, parties, and other interpreters with dignity and respect.
- As officers of the court, interpreters may provide neutral, non-substantive information (e.g. the location of a particular judge's courtroom).
- Interpreters neither accept nor offer remuneration, gifts, gratuities, or valuable consideration in excess of their authorized compensation.
- Interpreters strive to avoid conflicts of interest or even the appearance thereof. They inform the court immediately of any actual or perceived conflict of interest.
- Interpreters disclose to the court and to the parties any prior involvement with the case or any personal involvement with the parties or others significantly involved in the case (in or out of court).
- Interpreters do not take advantage of knowledge obtained in the performance of official duties, or by their access to court records, facilities, or privileges, for their own or another's personal or professional gain.

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- Interpreters fairly and correctly represent their professional qualifications.
- Interpreters respect the need for confidentiality and secrecy as protected under applicable state and federal law.
- Interpreters shall inform the court of any impediment to fulfilling their responsibilities to ensure equal linguistic access to justice.
- Interpreters have a duty to report violations of these standards to the NMAOC.

<sup>4</sup> *Illustrative behaviors for Standard 4. Interpreters are language access professionals.*

- Interpreters educate themselves as to current best practices in the field of judiciary interpreting and support and employ such practices. This includes but is not limited to matters of team interpreting and equipment use.
- Interpreters prepare themselves for all assignments they accept, via research on the case and subject matter, consultation with teammates, and necessary contact with clients.
- Interpreters decline any assignment for which they are not qualified and request to withdraw as soon as possible if it becomes apparent they are not qualified for an assignment already in progress.
- Interpreters support other interpreters by sharing knowledge and expertise with them, to the extent practicable, in the interests of the court.
- Interpreters have the duty to call to the court's attention any factors or conditions that adversely affect their ability to perform their duties.
- Interpreters are discreet and respect the privacy of those they interpret for, even when such information is not bound by rules of confidentiality.

## **Court Interpreter Assignment and Payment Protocols**

### **1. General Expectations**

#### **Court Interpreters are expected to:**

- a. Provide the AOC with their email address. Email is the means of communication used by the AOC to communicate with interpreters and send updates, policies, etc.
- b. Report to the on-site contact as noted in the assignment confirmation except when instructed by the Coordinator to report elsewhere.
- c. Wear AOC-issued photo identification badge at all assignments.
- d. Notify the coordinator by text upon arrival and completion of assignment regardless of the end time and close assignments immediately upon completion.
- e. Note start and end times in the scheduling system. Failure to do so may result in reduction in pay time
- f. If an assignment ends before the scheduled end time, contact the Coordinator by the method of communication preferred by the Coordinator (e-mail, text or phone) and remain available and reachable by e-mail, text or phone during the entire period of guaranteed pay.
- g. Stay on-site until the period of guaranteed pay has ended unless otherwise indicated by the Coordinator.
- h. Wear professional business attire to all assignments both at court and off-site locations.
- i. Respond to notifications of open assignments even if they must decline. Interpreters are not expected to answer any form of communication from Coordinators or others, be it emails, phone calls or texts, while actively interpreting.
- j. Contact the Coordinator immediately should the interpreter need to cancel a job. Interpreters should not communicate directly with the court regarding these matters. If the Coordinator is not available, the Interpreter must notify the

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AOC Language Access Services Office.

- k. If using the interpreting equipment provided by the Court, follow the court's procedures regarding signing out the equipment, to secure the equipment assigned to them at all times, to return it to the appropriate office at the end of each assignment and to inform the Coordinator if the equipment is not functioning properly.
- l. Notify AOC Language Access Services of any change in name, address, phone/e-mail, financial institution, or availability as soon as possible and to also immediately update this information with AOC Fiscal (vendor ID; direct deposit), and the New Mexico Taxation and Revenue Department (CRS) where applicable.
- m. Upon receiving confirmation for an assignment, the interpreter SHALL notify the assigning coordinator immediately if the interpreter has any interest in the outcome of the case, is related to, friends or acquainted with or has performed work for or any of the parties involved in the court proceeding. Upon review of the information, AOC Language Access Services will either approve or deny the interpreter's further involvement in the proceeding. If the interpreter is removed from the assignment because of prior involvement in the case, the AOC is not responsible for payment of guarantees.
- n. Submit an accurate invoice that states the actual time worked on assignments and time traveled to assignments within 30 days of completing the assignment through the online billing system Interpreter Intelligence. Late billing will result in reduction of pay and or no payment. See page 8.
- o. Submit an accurate invoice that states the actual time worked on assignments and time traveled to assignments performed in FY22 (through June 30, 2022) by July, 8th, 2022 through the online billing system Interpreter Intelligence.
- p. Notify AOC Language Access Services of their need for ADA accommodations in writing.

**2. Assignments:**

- a. Assignments can be in-person, telephonic or video.
- b. An in-person assignment includes interpreting services delivered within one or more locations in any number of courtrooms or

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other settings and may involve one or more cases, which are bundled at the time of scheduling or on a last minute basis and confirmed by the Coordinator as part of the assignment. If the interpreter arrives ahead of the scheduled start-time or stays beyond the scheduled time, any such additional time does not affect the determination of time to be paid.

- c. Scheduled start-time, depending on the type of case, may include preparation time. If so, the amount of time authorized for interpreter preparation will be included in the confirmation message issued by the centralized web-scheduling system. Billable time begins with the start time indicated in the confirmation e-mail. A telephonic interpreting assignment starts at the time the interpreter was asked to be available.
- d. The interpreter shall not make arrangements, agree to an assignment or agree to change an assignment without prior approval from the Coordinator.
- e. There is no additional compensation when telephone/video interpreting is rendered while on an on-site assignment or during a period of guaranteed payment.
- f. **Redirects.** If an assignment is cancelled with less than a 24-hour notice, the interpreter may be redirected to:
  1. Another job requiring up to 70 (seventy) miles one-way travel from the original assignment or the interpreter's location at the time notice is provided, if the period of guarantee is four hours or less;
  2. Another job requiring up to 130 (one hundred and thirty) miles one-way travel from the original assignment or the interpreter's location at the time notice is provided, if the period of guarantee exceeds four hours.
  3. The redirect assignment, including travel time, will be reasonably expected to conclude within the time frame of the original assignment unless the interpreter agrees to accept a longer assignment.
  4. The interpreter shall decline a redirect assignment if required for ethical or professional reason as indicated in the Code of Conduct. The interpreter shall remain available for other redirect assignments.

5. Once the interpreter is redirected, the redirect Coordinator will notify other coordinators that the interpreter is on assignment for the duration of the redirected assignment.
- g. **Location of Services.** Services will be performed in person, via video or phone at district, magistrate and metropolitan courts and other off-site locations as requested by the Court within the State of New Mexico.

### **3. Lunch Breaks**

- a. Lunch breaks must be subtracted from billable hours unless the assignment continues through lunch. Should an assignment continue through lunch the time will be considered part of the actual hours worked and will only be paid if the total actual hours worked exceed the scheduled/billable hours.
- b. Should lunch breaks as ordered by the judge exceed 1.5 hours the Interpreter shall notify the Coordinator of their availability during this extended break (time in excess of 1.5 hours). If the interpreter does not inform the Coordinator of this availability, the interpreter will not be paid for break time in excess of 1.5 hours and will be paid only when the assignment recommences.

### **4. Travel and Related Expenses**

- a. Mileage will be reimbursed at the Supreme Court approved rate when round trip mileage is 30 miles or more. Mileage will not be paid for miles traveled between the interpreter's place of residence to a local (same city) court. See Attachment D.
- b. Travel time will be compensated when the round trip mileage is 60 miles or more and will be paid at the rates noted in the Court Interpreter Payment Schedule to and from an assignment, unless travel to and/or from an assignment takes place while the interpreter is under guarantee. If the interpreter must travel under guarantee, the travel time will be designated by the coordinator.
- c. An interpreter may be reimbursed for meals and overnight accommodations if their one-way travel time exceeds 90 (ninety minutes) and requires the Interpreter to begin travel before 6:30 a.m. or conclude travel after 7:00 p.m. Exceptions on a case-by-case basis made be granted with approval from the Language

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Access Statewide Program Manager. Reimbursement should be filed according to the *Court Interpreter Payment Schedule and Policy and Procedure for Reimbursement of Expenses*.

- d. If the Interpreter is scheduled for two or more separate assignments at or near the same location on the same day, the Interpreter will only be paid for one round-trip and travel time back from the assignment in excess of the guarantee or combined guarantees but travel time to the original assignment will be paid.

### 5. Guarantees

- a. Interpreters will be paid for all scheduled hours, but no less than two hours and no more than 8 hours within the first 24 hours of the assignment, under the following conditions:
  - 1. If an assignment concludes before the scheduled end time **and** the Interpreter notifies the coordinator immediately following the conclusion of the assignment;
  - 2. An assignment is cancelled with less than 24-hour notice; and
  - 3. The Interpreter remains available to be redirected or reassigned to another in-person, telephonic, or video-remote assignment as described below.
- b. If the period of guarantee is four hours or less, the Interpreter may be redirected or reassigned to jobs requiring up to 70 miles one-way travel; if the period of guaranteed pay exceeds four hours, the interpreter may be redirected or reassigned to jobs requiring up to 130 miles one-way travel.
- c. When under guarantee, the coordinator will inform the interpreter if and where to report.
- d. Confirmations of redirect/reassignment may not be provided prior to a specific assignment, but they will be provided for billing purposes.

During periods of guaranteed pay, when the original assignment concludes before the guarantee time, the interpreter must remain available for redirect assignments. Until the Interpreter has accepted a re-direct job, he/she must

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respond to notifications of redirects sent by any of the regional coordinators, which will be sent by email and/or text, within ten minutes of the notification in order to receive guarantee payment for scheduled hours. If driving, the interpreter will respond when safely able stop driving to do so.

- f. The interpreter may choose to decline the guaranteed pay and be released from their obligation to the court. The interpreter must inform the Coordinator by e-mail if they are choosing to decline the guaranteed pay. The interpreter will then be paid only for actual hours worked.

## **6. Inclement Weather**

- a. If the court opening is delayed due to weather, it is the obligation of the interpreter to appear at the court when it is scheduled to open. Upon appearance, if the proceeding is vacated and the interpreter remains available the interpreter will be reimbursed according to the cancellation policy. If the proceeding goes forward, the interpreter is paid for the interpreting time, not less than the two-hour minimum guarantee. If the interpreter is unable to appear at the later opening time because of a conflicting appointment, the interpreter, upon learning of the delayed court opening, must immediately inform the Coordinator and the interpreter will be paid for the original assignment.
- b. If court is closed due to weather, interpreters assigned to appear that day will be entitled to reimbursement per the guarantee payment items above.
- c. If the interpreter elects not to travel to an assignment due to weather conditions, they must notify the Coordinator immediately. Interpreters making this decision will not receive the guaranteed pay unless the court nearest to the interpreter's location is delayed or closed due to inclement weather or if according to NMroads.com, the roads between Interpreter's point of origin and the assignment are deemed Difficult or Severe. The Interpreter must notify the Coordinator and provide proof in writing of such weather condition.

## **7. Sanctions**

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The amount billed on the interpreter's invoice may be reduced if the following occurs:

- a. The interpreter is late for an assignment without reasonable cause as noted by AOC staff. "Late" means that an interpreter has arrived after the scheduled time, especially when the late arrival time interferes with the flow of the proceeding or the interpreter's effectiveness or usefulness at the start of the assignment. Billable time will be deducted in 15 (fifteen) minute increments; i.e., 5 minutes late will result in a 15-minute reduction, 20 minutes late will result in a 30-minute reduction.
- b. The interpreter leaves the assignment prior to the assignment's ending time without official release by the Coordinator.
- c. The interpreter does not make him or herself available to the Coordinator during periods of guarantee time via mobile phone (text or email). Interpreters on guarantee time who are not working an assignment should promptly reply to a coordinator inquiry, usually within ten (10) minutes consistent with safety. Interpreters who are driving are expected to reply to text messages promptly once safely off the road and not engaged in driving.
- d. The interpreter bills or provides services to a court without having been scheduled by the AOC Coordinator.
- e. The interpreter provides services to another client or agency during some or all the scheduled time without having been *officially* released by the Coordinator.
- f. The interpreter does not bill the AOC within thirty (30) days of completion of the assignment. If the invoice is not received within thirty (30) days of the service date, a fifteen percent (15%) reduction of the total invoice amount will be subtracted. If the invoice is not received within sixty (60) days of the service date, the invoice will not be paid.



**Court Interpreter Payment Schedule and  
Policy & Procedure for reimbursement  
for Expenses**

**Court Interpreter Payment Schedule**

<b>By Interpreter Classification</b>	<b>Fee per Hour for Interpreting</b>	<b>Fee per Hour for Travel Time</b>
Certified Spoken Languages	\$50.00	\$32.00
Certified Signed Languages <ul style="list-style-type: none"> <li>• Certified: Legal Specialist</li> <li>• Certified: Legally Qualified</li> <li>• Certified: Legal Apprentice</li> </ul>	\$65.00 \$54.00 \$43.00	\$43.00 \$37.00 \$27.00
Non Court Certified Spoken Languages <ul style="list-style-type: none"> <li>• Justice System Spoken Interpreter</li> <li>• Spoken Language without certification testing available</li> </ul>	\$32.00  Rate must be pre-authorized by AOC	\$17.00
<b>For Other Related Services</b>		
• Sound Files	\$46.00 per hour of transcription	N/A
• Translations	\$46.00 per hour of translation	N/A
• Real Time Court Reporting	Rate must be pre-authorized by AOC	
• Assessment of Interpreter Need (e.g., With a deaf individual who does not use ASL)	Rate must be pre-authorized by AOC	



**Procedure  
for Reimbursement of  
Expenses  
2021-2022**

An interpreter may be reimbursed for meals and overnight accommodations if their one-way travel time exceeds 90 (ninety minutes) and requires the Interpreter to begin travel before 6:30 a.m. or conclude travel after 7:00 p.m. Exceptions on a case-by-case basis made be granted with approval from the Language Access Statewide Program Manager. All overnight travel must be requested and approved at time of assignment confirmation. Exceptions for inclement weather must be requested no more than 24 hours before the scheduled time of the assignment.

Per diem and expenses will be reimbursed one of two ways: 1) At the Supreme Court approved flat rate for every 24-hour period **or** 2) actual expenses, requiring the submission of original itemized receipts, not to exceed limits as allowed in the Mileage and Per Diem Act and order of the New Mexico Supreme Court. The AOC will not provide travel advances for interpreters.

Interpreters coming in from out-of-state may also receive reimbursement for travel by common carrier, e.g., plane. Plane fare will be reimbursed with the prior approval of the AOC. Train fare cannot exceed the cost of coach airfare.

**NOTE: Requests for reimbursement of travel and per diem that are submitted without prior approval of a Language Access Coordinator or Language Access Services Statewide Program Manager will be rejected.**

### **Procedures**

**1. Reporting:**

- Use the Itemized Schedule of Interpreter Travel Expenses to report your travel costs.
- It must include your name, phone number, vendor identification number, and your automobile license number.

**2. Mileage:**

- Mileage is reimbursed at the Supreme Court approved rate.
- You may claim reimbursement for actual miles (providing odometer readings) or map miles (see attached schedule).
- If location to and from the assignment is not included on the mileage schedule, please attach mileage estimates from Rand McNally.
- Maximum allowance for odometer readings is 30 miles per trip over map miles.
- Mileage must be included when closing the job.

**3. Per Diem Rates:**

- You may request reimbursement based on the Supreme Court approved flat rate.
- This standard rate covers both lodging and meals.

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- If requesting the standard per diem rate, you may also request the Supreme Court approved rate for miscellaneous out-of-pocket expenses (record this in miscellaneous column on Travel Expenses form).

4. **Reimbursement of Actual Meal Expenses:**

- Meals may be reimbursed at the Supreme Court approved rate per every 24 hour period with itemized receipts showing exactly what was purchased.
- Alcoholic beverages, if included on a receipt, must be subtracted from the total.
- Tips may not exceed 20% of sub-total per meal for every 24 hour period.
- Should meal costs exceed the Supreme Court approved rate per 24 hour period, include each meal and cost in the Character of Expenditures column and max rate in the Per Diem Column; total in the Miscellaneous column.

5. **Reimbursement of Lodging Expenses:**

- Please request the government rate when making hotel reservations. If the hotel requires verification for the government rate, please inform your coordinator and verification will be provided.
- While the *maximum* allowable for hotel costs is \$215.00, AOC requires that you receive prior approval from the coordinator who approved your travel for anything over \$150.00 per night.

6. **Submitting Receipts:**

- If you are requesting reimbursement of actual expenses you must submit original itemized receipts when closing the job(s).
- Receipts should be clearly visible when attaching to the related expense.

• It is helpful to note the date and meal above the receipt.

• Please deduct personal expenses (phone calls, mini-bar) from hotel receipts prior to submission.

7. **Partial Per Diem:**

- Interpreters will be reimbursed for travel that does not require overnight lodging, but extends beyond a normal work day. DFA considers a "normal work day" 8 hours within a nine-hour period (8:00 am to 5:00 pm). Lunch hour is not counted even if services were performed during the lunch time. Below is the partial per diem reimbursement guide.

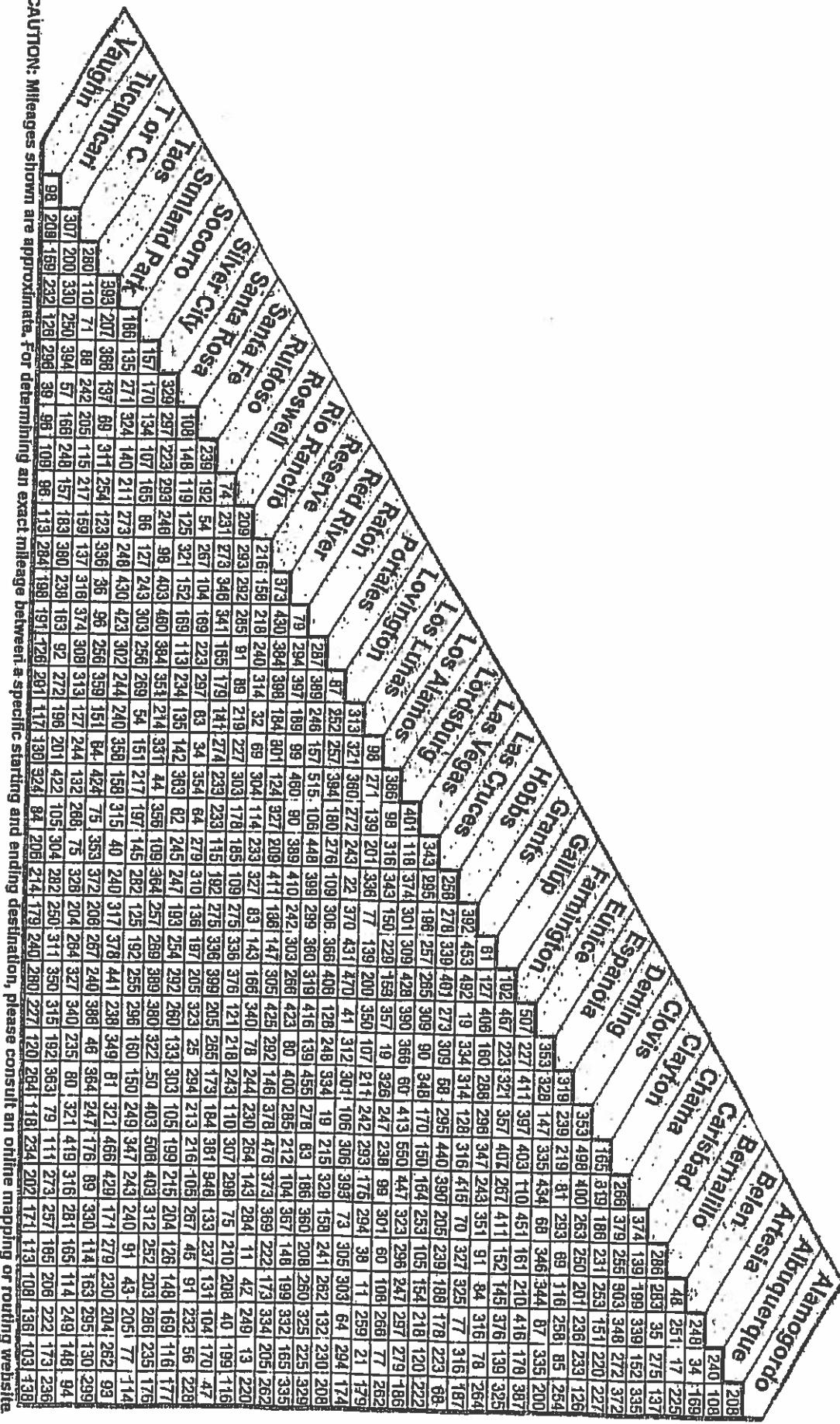
Less than two hours	No partial per diem
Two but less than six hours	Supreme Court Approved Rate
Six but less than 12 hours	Supreme Court Approved Rate
12 or more hours	Supreme Court Approved Rate

- You do not need to submit receipts for the period of partial per diem, even if you have requested reimbursement for actual expenses for the rest of the trip.

### Attachments:

- 1.) Map Mile Chart Effective January 1, 2017
- 2.) Rand McNally Mileage Calculator Example
- 3.) Proper Submission of Receipts

DFA OFFICIAL MAP – EFFECTIVE JANUARY 1, 2017





(https://  
[REDACTED]

# Mileage Calculator

The Rand McNally mileage calculator will help you determine the mileage between any two destinations.

## Enter Starting Point

A Santa Fe, (Santa Fe C

## Enter Ending Point

B Albuquerque, (Bernali

Get Mileage

## Mileage:

63.7 miles

## Time:

59 min

Get Directions for This Route

SHOP

SHOP

# Samples: Receipts that are Acceptable

Applebee's Santa Fe  
Neighborhood Grill & Bar  
4246 Cerrillos Rd.  
Santa Fe, NM 87505  
(505) 473-7551

SAMUEL V TB#084  
DATE: 03-02-04 TIME: 18:07 GUESTS: 4

1 WATER 0.00  
1 CHIX BROD ALFRE 6.49  
1 HERITA PERFECT 6.25

Check TOTAL: 14.74  
TAX: 0.99

Total DUE:

844  
+2X .51  
900

Duplicate # 1

\*\*\*\*\*  
Thank You for choosing Applebee's in  
Santa Fe. We hope you enjoyed your  
visit and would love to hear any  
feedback you have. Feel free to drop  
a comment card in the drop box by the  
front door. I will respond to you.

\*\*\*\*\*

WENDY'S  
OLD FASHIONED HAMBURGERS  
SANTA FE, NEW MEXICO

	OUT
#124	.99
1 SC\CHIV	4.39
1 CKH BLT	
HONEY HS	

TXTL	.36
TOTAL	5.74
CASH	20.00
CHNG	14.26

THANK YOU - VISIT AGAIN

REG1 01  
REG3 11:50 #11 MAR.02'04 REG0001

FAMOUS WOK (505) 424-0880  
VILLA LINDA MALL  
SANTA FE NM 87505  
DATE 03/02/2004 TUE TIME 12:26

2 COURSE ONE	\$6.55
MED DRINK	\$1.02
SUB TOTAL	\$7.12
2.00 ITEMS	
TAXI	\$0.45
TOTAL	\$7.12
CASH	\$8.00
CHANGE	\$0.87
CLERK	No.042694 00000

ALBERTSONS  
PREFERRED SAVINGS CARD

3/04/04 18:21 0987 02 0255 117

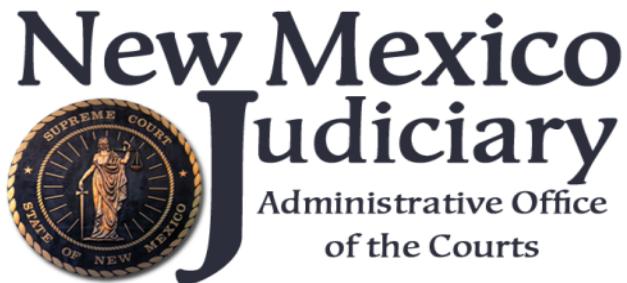
SIERRA MIST	1.19 B
CANDY	1.59 B
0.45 LB @ .59 /LB	
WT BANANA YELLOW	.27 B
*** TAX .20 BAL	3.25
DEBIT CARD	3.25
CHANGE	.00

TOTAL NUMBER OF ITEMS SOLD = 3

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**New Mexico Administrative Office of the Courts  
Language Access Services  
237 Don Gaspar, Room 25  
Santa Fe, New Mexico 87504**

**505 827 4853**

**Court Interpreter Classification & Continuing Education Policy**

**DEFINITIONS**

**1. Interpreters by Classification**

**a. Certified Court Interpreters –Spoken Languages**

A New Mexico certified spoken language interpreter is an individual who has received court certification through the New Mexico Administrative Office of the Courts (including mandatory orientation and all required examinations), the United States Federal Court, or the National Center for Interpretation at the University of Arizona (Navajo only) and has completed at minimum the including mandatory orientation and post-certification workshops as regularly offered by the AOC. Interpreters in languages for which there are no standardized national examinations, must complete the mandatory written examination and Oral Proficiency Interviews per AOC Policy (available by request) to be recognized as New Mexico court certified.

Certified court interpreters in New Mexico must be in compliance with the AOC's Court Interpreter Continuing Education Policy. Those in compliance will be provided an identification badge in June every other calendar year. Should certification lapse due to non-compliance with the Continuing Education Policy,

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an interpreter will be required to retake the certification examinations.

An individual who has passed all parts of the National Center for State Court's interpreter certification written and oral exams may be able to obtain reciprocal certification in New Mexico. An interpreter requesting reciprocal certification by New Mexico must provide sufficient information to allow confirmation of exam results in the other state. The Program Manager will review and confirm the test results. Upon confirmation of the certification exam results and the interpreter's attendance at New Mexico Court Interpreter Orientation, the Program Manager will add the interpreter to New Mexico's Directory of Certified Court Interpreters, indicating the state of certification. The Administrative Office of the Court reserves the right to request re-certification of any interpreter seeking reciprocal certification. Interpreters certified in another state and added to New Mexico's roster must maintain certification by meeting New Mexico's continuing education requirements for Certified Court Interpreters. If a person is denied reciprocal certification, the interpreter may appeal the denial to the Language Access Advisory Committee. The decision of the committee will be final. Reciprocal certification will not be granted if the other certifying entity does not grant reciprocal certification of New Mexico certified interpreters.

**b. Certified Court Interpreters – Signed Language**

<b>Certified Interpreter: Legal Specialist</b>	
<b>Deaf Interpreters</b>	<b>Hearing Interpreters</b>
Conditional Legal Interpreting Permit: Relay (CLIP-R)	Specialist Certificate: Legal (SC:L)
Certified Deaf Interpreter (CDI)	
New Mexico Community License	New Mexico Community License
AA Degree or alternative pathway (BA in 2016)	BA Degree or alternative pathway
Introduction to NM Courts Seminar	Introduction to NM Courts Seminar
Background check	Background check
2.0 Legal CEUs in each 4-year RID CMP cycle	2.0 Legal CEUs in each 4-year RID CMP cycle
<b>Certified Interpreter: Legally Qualified</b>	
<b>Deaf Interpreters</b>	<b>Hearing Interpreters</b>
Certified Deaf Interpreter (CDI)	RID Generalist Certification
New Mexico Community License	New Mexico Community License
Legal Training sufficient for SC:L Written test	Pass SC:L Written Test
AA Degree or alternative pathway (BA in 2016)	BA Degree or alternative pathway
Introduction to NM Courts Seminar	Introduction to NM Courts Seminar

## ATTACHMENT D

AOC Application	AOC Application
Background check	Background check
2.0 Legal CEUs in each 4-year RID CMP cycle	2.0 Legal CEUs in each 4-year RID CMP cycle
<b>Certified Interpreter: Legal Apprentice</b>	
<b>Deaf Interpreters</b>	<b>Hearing Interpreters</b>
New Mexico Provisional License	RID Generalist Cert.
CDI Training sufficient to take CDI Written test	New Mexico Community License
AOC Orientation	AOC Orientation
AA Degree or alternative pathway (BA in 2016)	BA Degree or alternative pathway
Introduction to NM Courts Seminar	Introduction to NM Courts Seminar
Background check	Background check
2.0 Legal CEUs in each 4-year RID CMP cycle	2.0 Legal CEUs in each 4-year RID CMP cycle
<b>Limitations of Practice: No trials or jury</b>	
<b>Limitations of Practice: No trials or jury</b>	

Additional clarification of requirements:

- Signed Language Interpreters will submit the following documents to the AOC annually on January 1 (scanned and submitted via email, no photos of cards or documents): Copy of RID card, Copy of NM Lic, Copy of RID transcripts (legal highlighted, totaling 2.0 CEUS at the end of 4 year cycle)

### **c. Non-Certified Interpreters – Spoken Languages**

#### **i. Justice System Interpreters**

A New Mexico justice system spoken language interpreter is an individual who has successfully completed the Justice System Interpreting course of study with the New Mexico Center for Language Access (NMCLA) or otherwise qualified by the AOC. Interpreters in languages for which there are no standardized national examinations, must complete the mandatory written examination and Oral Proficiency Interviews per AOC Policy (available by request) to be recognized as New Mexico justice system interpreters.

All justice system interpreters must complete a one-day Intro to NM Courts Orientation through the New Mexico Administrative Office of the Courts Language Access Services and the required post-certification training in order to be included on the Registry of Justice System Interpreters. Continued inclusion on the Registry is dependent upon compliance with New Mexico's continuing education requirements for certified court and justice system interpreters.

## ATTACHMENT D

If a justice system interpreter fails to comply with the yearly continuing education requirements they will be removed from the Registry. All Justice System spoken and signed language Interpreters who work regularly in the courts, must be actively pursuing court interpreter certification within one year of having been placed on the Registry.

### **Limitations of Practice**

A **non-certified spoken language court interpreter** or **certified legal apprentice** shall not be used for a juror or for the following types of criminal proceedings if incarceration is possible under statute or ordinance:

- An evidentiary hearing;
- A guilty or no-contest plea proceeding; or
- A trial.

A non-certified court interpreter shall not be used for a juror or for the following types of civil proceedings:

- An evidentiary hearing
- A trial.

**ATTACHMENT D****ATTACHMENT D - CONTINUED**

**SPOKEN LANGUAGE INTERPRETERS  
Continuing Education Requirements  
For Certified Court Interpreters and Justice System Interpreters**

**I. Purpose**

Becoming and remaining a skilled interpreter in the courtroom is an ongoing process that is not completed with certification. Certified interpreters should always be working to improve their legal knowledge, their English language and grammar skills, and their language and grammar skills in their certified language.

In order to promote and enhance this continuing education process the New Mexico Supreme Court Interpreter Advisory Committee has adopted these continuing education rules that apply to all New Mexico interpreters, and all federally certified interpreters who seek reimbursement at the state certified or justice system interpreter rates.

**II. Reporting Requirements**

- A. This Continuing Education rule becomes effective January 1, 2009. The deadline for reporting completion of required continuing education will be December 31st each year.
- B. All certified and justice system interpreters must fulfill these continuing education requirements. If these requirements are not met, the interpreter will be reimbursed at the non-certified rate until these requirements are met.
- C. All newly certified interpreters shall have until December 31st of the year after certification to fulfill his or her initial continuing education requirement. After that initial education period, the newly certified interpreter will complete the continuing education each year by December 31st.
- D. The Administrative Office of the Courts will prepare and distribute standard reporting forms to use when reporting continuing education. All continuing education documentation shall be mailed to:

Administrative Office of the Courts  
Joshua M. Kahawai - Language Access  
Services  
Continuing Education  
237 Don Gaspar, Room 25 Santa Fe, NM  
87501

## ATTACHMENT D

E. The certified interpreter shall provide adequate documentation of successful completion of the continuing education requirement. Documentation may include certificate of completion, transcript or grade report, or proof of membership and meeting attendance.

### **III. Annual Continuing Education Requirements**

#### **Membership in a Professional Interpreter Association**

Each certified interpreter shall belong to at least one professional association related to interpreting. Qualified organizations include:

1. American Translators Association [www.atanet.org](http://www.atanet.org)
2. National Association of Judiciary Interpreters and Translators  
[www.najit.org](http://www.najit.org) or
3. New Mexico Translators and Interpreters Association  
[www.cybermesa.com/~nmtia](http://www.cybermesa.com/~nmtia)
4. El Paso Interpreters and Translators Association  
[epitanet.org](http://epitanet.org)
5. The Registry of Interpreters for the Deaf (for signed language interpreters only) [www.rid.org](http://www.rid.org)
6. Other organizations may be approved by the Interpreter Advisory Committee on a case-by-case basis, including the newly formed Navajo Interpreters Association.

#### **Participation in Interpreter Relevant Education or Training**

In addition to membership in a professional association, each person shall also complete twenty (20) hours of AOC-approved professional education, including at least two hours of ethics related training, every two years, effective January 1, 2011. There are several options available to meet this requirement including, but not limited to:

1. Attend and participate in the New Mexico Interpreters' Annual Conference, an AOC or New Mexico Center for Language Access professional development opportunity, or a nationally recognized interpreter related conference or
2. Successfully complete a relevant course at an accredited community or four year college. This must be a course for credit for at least 3 credit hours and is relevant to interpreting or legal issues or
3. Successfully complete a continuing legal education course approved by the New Mexico State Bar Association of at least three credit hours and relevant to interpreting or legal issues.

A provider of professional education may request pre-approval for New Mexico continuing education hours by providing the AOC with the following information for the course or training event:

1. Topic/s with Content Outline;

ATTACHMENT D

2. Trainer/s Resume;
3. Training Hours by Topic.

Relevant subject matter includes: professional issues, terminology, translation, legal issues, modes of interpreting, and cultural awareness. If a person or organization wishes to receive continuing education credit for courses outside these general areas, the request will be forwarded to the Court Interpreter Advisory Committee for approval.



Arthur W. Pepin, Director, Administrative Office of the Courts

Rev. 11/12/2010; Effective January 1, 2011

# Administrative Office of the Courts

Supreme Court of New Mexico

Arthur W. Pepin, Director



237 Don Gaspar, Room 25  
Santa Fe, NM 87501  
(505) 827-4800  
(505) 827-4824 (fax)  
[www.nmcourts.gov](http://www.nmcourts.gov)

## NEW MEXICO COURT INTERPRETER BACKGROUND CHECK POLICY

Candidates for court interpreter certification who have passed the written and oral examinations required for certification as a New Mexico Court Interpreter and New Mexico Center for Language Access qualified Justice System Interpreters must submit an application and complete an NCIC (National Crime Information Center) background check. After submitting an Application and Background Check Waiver Authorization form to the Administrative Office of the Courts (AOC), the AOC will conduct the background check.

1. Any candidate who refuses to comply with this Policy shall not be certified as a New Mexico court interpreter.
2. Any background information obtained shall be marked "CONFIDENTIAL" and shall not be used for any purpose other than the application for court interpreter certification or any process related to the certification.
3. No information obtained from the background check shall be given to any person, firm or corporation.
4. . If information obtained does not indicate a need for further action, pending the results of the candidate's reference checks, the candidate will be notified of certification, and included in the New Mexico Directory of Certified Court Interpreters and Justice System Interpreters.
5. If relevant adverse information, which is determined to directly impact the candidate's appropriateness for providing court interpreting, is confirmed, AOC will notify the candidate and allow forty-five (45) days from notification to clarify the information.

6. The AOC is prohibited from sharing with the candidate any information obtained from the background checks. The candidate may obtain a copy of the criminal history reports directly from the Department of Public Safety at the candidate's expense.
7. The candidate's criminal history and any clarifying information will be reviewed by the Court Services Division Director. The Court Services Division Director, in consultation with the Language Access Services Manager, will consider the relevance of the criminal history to the profession of court interpreting, the period of time since the conviction date(s) and any evidence of rehabilitation submitted by the candidate.
8. Based upon this review, the Court Services Division Director will decide whether to grant or deny the New Mexico Court Interpreter Certification. If the Court Services Division Director denies certification based on a candidate's criminal history, the candidate may appeal the Court Services Division Director's decision to the Director of the AOC by filing a written appeal with the AOC within 30 calendar days of the date of the Court Services Division Director's decision.
9. Upon receiving a written appeal by a candidate, the Director of the AOC shall consider only the written information in the candidate's application file, including information submitted by the candidate. The Director may permit the candidate to file additional written information. The Director of the AOC shall issue a written decision on the candidate's appeal within 45 days of submission of the appeal.
10. Each candidate will be required to sign a Waiver Authorization form.



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Arthur W. Pepin  
Director of the Administrative Office of the Courts

Effective: November 1, 2009

Revised: April 21, 2017

**NEW MEXICO COURT INTERPRETER  
BACKGROUND CHECK AND FINGERPRINT WAIVER AUTHORIZATION**

Having passed the required written and oral examinations, having successfully completed the New Mexico Center for Language Access Justice System Interpreter Training, or having been qualified by the New Mexico Commission for the Deaf, I am applying for New Mexico Court Interpreter Certification and/or inclusion in the New Mexico Directory of Certified Court Interpreters and Justice System Interpreters.

This Waiver Authorization expressly authorizes the New Mexico Administrative Office of the Courts to conduct an NCIC background check and submit fingerprints to the Department of Public Safety and to conduct biennial NCIC name-only background checks. The release of the requested information is necessary for the purpose of working as a Certified Court Interpreter or being registered as a Justice System Interpreter by the New Mexico Administrative Office of the Courts. The authorized information is not to be given to any other person, firm or corporation. The undersigned may withdraw this consent at any future time, in writing.

Print full name \_\_\_\_\_  
First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

Maiden Name \_\_\_\_\_

Signature \_\_\_\_\_

**Address** \_\_\_\_\_  
Street No. \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Date of Birth \_\_\_\_\_ Place of Birth \_\_\_\_\_

Social Security Number \_\_\_\_\_

Witness Signature \_\_\_\_\_

Date \_\_\_\_\_