August 24, 2026

Judicial Council of California
455 Golden Gate Avenue,
San Francisco, CA 94102

CC: Court Interpreters Advisory Panel (CIAP)

To Whom It May Concern:

The Association of Independent Judicial Interpreters of California (AIJIC) is a nonprofit organization that represents freelance court interpreters with Judicial Council of California certification and registration.

We are contacting you to convey our concerns, and those of our members, regarding your current proposal to revise the payment policies for independent contractor interpreters (SP26-05). We strongly believe that if the proposal is implemented without major changes, it will adversely impact court operations for cases that require interpreters booked by the courts.

Concerns raised by the current proposal include the following:

1. The new rates proposed would be non-negotiable.

This goes against one of the fundamental principles of independent contracting: the ability of the service provider to determine—or at least negotiate—the price of his or her services. Indeed, California Labor Code section 2776 expressly identifies the ability of a business service provider to "negotiate its own rates" as one of the conditions associated with a bona fide business-to-business independent contracting relationship. Eliminating rate negotiation while continuing to classify these interpreters as independent contractors moves the relationship in precisely the opposite direction.

Independent contractor interpreters are not court employees. They do not receive the salary, health insurance, paid vacation, sick leave, retirement benefits, job security, or other protections that accompany employment. They operate as independent professionals, absorb their own business expenses, pay their own self-employment taxes, health insurance and assume the financial risk that comes with having no guarantee of steady work. Their compensation should reflect that distinction, and court rates should be comparable to what independents make working on their own.

There is also a basic economic problem with imposing a single non-negotiable rate. The market for court interpreters is not uniform. Availability varies significantly by language, geographic area, travel requirements, and the number of credentialed interpreters available on a particular date. A Spanish interpreter working in a large metropolitan area and an interpreter for a language in which only a handful of credentialed professionals may be available statewide do not operate under identical market conditions. Supply and demand in an economy do not disappear simply because the entity retaining the service happens to be a court.

If a court cannot obtain the services of a credentialed independent contractor at the offered rate, the appropriate response is to allow the court and the interpreter to negotiate a rate that reflects the circumstances, not to declare that the government's price is the only price the independent professional may accept. The current system recognizes this reality by currently allowing higher rates to be negotiated under specified circumstances. The proposed policy would eliminate that flexibility at precisely the time when the courts should be preserving every reasonable tool available to attract credentialed interpreters.

A non-negotiable rate also creates an unusual imbalance: the interpreter remains “independent” when it comes to receiving no employee benefits but suddenly becomes considerably less independent when deciding what his or her professional services are worth.

The courts should not be able to retain all the financial advantages of using independent contractors while eliminating one of the defining economic freedoms associated with independent contracting. For these reasons, the proposed rates should operate as standard or presumptive rates, not mandatory non-negotiable rates. Courts should retain authority to negotiate higher compensation when market conditions, interpreter availability, language scarcity, travel, or other circumstances justify doing so.

The Judicial Council believes that the proposal could provide long-term cost savings by capping the compensation rates at the maximum allowable rates in the Budget Act and establishing a uniform statewide framework under which all courts operate when engaging interpreter services, thus mitigating competition between courts. From an administrative perspective, it is understandable that the Judicial Council would want to give all courts equal access to interpreter resources. From a practical perspective, eliminating competition among the courts does not eliminate competition for interpreters.

Independent contractor interpreters do not work exclusively for the California courts. They can accept assignments from law firms, language agencies, and other clients. Some interpreters can also provide remote services to clients far beyond one county —or even the state— in which they live. The Judicial Council itself has recognized that competition from other industries is one of the factors affecting interpreter availability. Therefore, establishing a non-negotiable statewide rate may prevent one Superior Court from outbidding another, but it cannot prevent the private market, another government entity, or the federal courts from doing so. This distinction is critical.

If Court A is paying $566 and Court B is paying $700 for the same scarce interpreter, imposing a mandatory rate of $566 may indeed stop Court B from competing with Court A. But if that interpreter can earn $700 elsewhere, the likely result is not that Court A now gets the interpreter. Neither court does, because the interpreter will simply take the better-paying assignment outside of the California court system.

California already faces significant interpreter shortages with geographic limitations, a retiring workforce, difficulty passing credentialing examinations, and competition from other sectors contributing to the problem. A policy that makes court work financially less competitive risks shrinking the available contractor pool even further.

There is also a serious retention issue. Credentialed interpreters who currently accept court assignments at negotiated rates higher than the proposed mandatory rate will have no incentives to continue working for the courts. If they can earn substantially more from providing services in depositions and other proceedings through language service providers and direct clients, they will inevitably reduce or discontinue their work for the California courts. This would produce exactly the opposite of the intended result, because instead of having multiple courts competing for a limited number of interpreters, the courts would find themselves collectively offering a rate that an increasing number of credentialed interpreters are unwilling to accept. Those courts would certainly be on equal footing, but they would be standing together without an interpreter.

The better solution is not to eliminate competition by suppressing the ability of courts to respond to market conditions. It is to establish reasonable statewide baseline rates while preserving the authority of individual courts to negotiate higher compensation when necessary, due to language scarcity, geography, travel requirements, or demonstrated difficulty securing a credentialed interpreter.

Ultimately, the relevant question should not be whether one California court is paying more than another. It should be whether California courts are offering sufficient compensation to attract and retain credentialed professionals necessary to provide meaningful language access in the courts. A policy that successfully prevents 58 trial courts from competing against one another but causes credentialed interpreters to take their services somewhere else has not solved the interpreter shortage.

Additionally, the proposed $566 ceiling is tied to a federal rate that will become outdated by the time that the new rates become effective in January 2027. Beginning October 1, 2026, federal rates for interpreters will be $617 for a full day, $349 for a half day, and $87 for hour of overtime. These updated rates should be incorporated as a baseline—not a ceiling—when calculating compensation.

The proposal also indicates that rates are being raised to the federal levels “to address increased interpreter costs while ensuring compliance with the statutory limit that rates do not exceed those paid to federally certified court interpreters.”

The Judicial Council's phrase “statutory limit” may give the impression that California law affirmatively prohibits courts from ever paying an independent contractor more than the federal rate. The evidence does not support that proposition. Indeed, the Judicial Council's own workforce study says contractors have been negotiating rates above the federal rate. The Legislature expressly recognized that California had a shortage of certified and registered court interpreters that impaired meaningful access to justice and stated that “every effort must be made to recruit and retain credentialed interpreters to work in the state courts.”

The “statutory limit” in the proposal seems to refer to the provisional language governing the Trial Court Trust Fund appropriation for court interpreter services. Indeed, the Judicial Council’s 2025 workforce study quotes the relevant language from Provision 18 of Item 0250-101-0932 of the Budget Act of 2025: “The Judicial Council shall set statewide or regional rates and policies for payment of court interpreters, not to exceed the rate paid to certified interpreters in the federal court system.” This is by no means a general statutory cap in California law governing what an independent interpreter may charge and it should not be misconstrued as precluding an individual court from negotiating with an independent contractor compensation above that rate.

2. The definition of "unavailable" interpreters has been expanded to those unwilling to accept the maximum compensation proposed. This would allow the courts to appoint non-certified or non-registered bilingual individuals.

There is an important distinction here that should not be blurred. An interpreter who is already booked, out of town, ill, or otherwise unable to accept an assignment is unavailable. An interpreter who tells the court, “I am available, but my rate for this assignment is $750,” is available. Those are two very different circumstances.

California Government Code of California Section 68561 specifically mandates that except for good cause, any person who interprets in a court proceeding using a language designated by the Judicial Council under subdivision (a) of Section 68562 shall be a certified court interpreter. Similarly, California Rule of Court 2.893 makes certified and registered interpreters the preferred professionals for court proceedings and establishes that a non-certified or non-registered bilingual individual may be provisionally appointed only when, after a diligent search, a certified or registered interpreter is not available. Even then, the judicial officer must make findings on the record concerning the use and qualifications of the non-certified or non-registered bilingual individual.

Court interpreting is not simply bilingual communication. A court interpreter must listen to testimony or legal arguments in one language, comprehend it instantly, retain it, convert it accurately into another language, and deliver it without adding, omitting, explaining, simplifying, or improving what was said. Depending on the proceeding, the interpreter may have to perform consecutive interpretation, simultaneous interpretation, and sight translation, sometimes switching among those modes within the same assignment. This must be done while attorneys speak quickly, witnesses ramble, judges interrupt, objections are made, specialized terminology appears without warning, and multiple people occasionally speak at once.

The certification process exists precisely because speaking two languages does not establish that someone can perform these tasks competently. The Judicial Council's own examination data demonstrates just how demanding these skills are. To become a certified spoken-language court interpreter, a candidate must first pass the written examination and then pass the Bilingual Interpreting Examination (BIE) in a single sitting, achieving at least 70 percent in every section. The BIE tests bilingual language knowledge and fluency as well as the ability to perform the three modes of court interpreting and specialized vocabulary. The passing rates are remarkably low.

According to the Judicial Council's 2025 California Court Interpreter Workforce Study, only 14 percent of candidates taking the Bilingual Interpreting Examination passed in 2021. The pass rate remained 14 percent in 2022, fell to 9 percent in 2023, and dropped to just 8 percent in 2024. In 2024, only 33 of 404 candidates passed. Those numbers matter, because they demonstrate that the ability to speak English and another language—even at a relatively high level—does not necessarily translate into the ability to interpret accurately in the courtroom. If more than nine out of ten candidates taking the certification examination in 2024 were unable to satisfy the required standard, it is difficult to justify a policy that could make it easier to bypass interpreters who have demonstrated those skills simply because they will not accept a government-imposed rate.

The potential consequence of the new compensation policy is therefore backwards. A court could locate a certified interpreter who has passed the rigorous Judicial Council examination and demonstrated the ability to perform courtroom interpretation, determine that the interpreter is available but will not work for $566, declare that interpreter “unavailable” for purposes of the policy, and then turn to someone who has not demonstrated the same competency through certification.

More troubling still, the policy could create a perverse financial incentive. If credentialed independent contractors increasingly decline court work because the mandatory rate is below what they can earn elsewhere, courts will become increasingly dependent on non-certified or non-registered bilingual individuals. The very policy intended to control interpreter expenditures could therefore contribute to shrinking the pool of credentialed professionals willing to work for the courts. This would undermine years of effort by the Judicial Council to professionalize court interpreting through testing, certification, continuing education, ethics requirements, and credentialing.

Certification should mean something. The purpose of interpreter credentialing is not to create an impressive badge. It is to protect the integrity of the judicial process and the rights of people who cannot meaningfully participate in that process without accurate interpretation, both of which will be undermined by the new policy.

3. Changes to business-related travel include mileage but not hourly compensation.

This will significantly affect courthouses that regularly or occasionally rely on interpreters traveling from other counties to cover assignments that cannot be filled locally.

For an independent contractor, travel time is not free time. An interpreter who spends two hours driving to a courthouse and another two hours returning home has devoted four additional hours to that assignment, hours during which the interpreter cannot accept a deposition, hearing, arbitration, or other paid work. Mileage reimbursement covers the cost of operating a vehicle but does not compensate the interpreter for the professional time lost getting to and from the assignment.

The impact will be particularly significant for courts that already have difficulty finding credentialed interpreters locally. These courts depend on interpreters willing to travel considerable distances to fill gaps in coverage. Eliminating compensation for travel time gives those interpreters a powerful financial reason to decline distant assignments in favor of jobs closer to home that pay more.

For example, a $566 assignment requiring four hours of round-trip travel is not economically equivalent to a $566 assignment at a courthouse thirty minutes away. Yet under the proposed system, the interpreter's additional four-hour commitment would essentially be treated as having no monetary value beyond reimbursement for mileage.

The result is not hard to predict: interpreters who currently travel across county lines will restrict the geographic area in which they are willing to work, and courts that depend on them will face an even smaller pool of credentialed interpreters, increasing the likelihood of unfilled assignments, delays, or reliance on non-certified or ` registered interpreters. This also goes against the Judicial Council’s goal of giving all courts equal access to interpreter resources, since courthouses in remote areas or with a limited number of interpreters will suffer the most.

4. SP26-05 expressly proposes abandoning the existing morning/afternoon session structure and instead applying the half-day rate whenever services fall within *any* consecutive four-hour period.

Under the current structure, half-day assignments generally correspond to a morning or afternoon court session. This gives an independent interpreter at least some opportunity to accept another assignment during the other half of the day. The proposed policy eliminates those fixed morning and afternoon parameters.

Consider an interpreter booked from 11:00 a.m. to 3:00 p.m. Technically, the assignment fits neatly within four consecutive hours and therefore qualifies for half-day compensation. Economically, however, it can consume virtually the interpreter's entire working day. An 11:00 a.m. start makes accepting a normal morning deposition, court appearance, arbitration, or other assignment practically impossible, particularly when travel is involved. A 3:00 p.m. finish likewise makes accepting a conventional afternoon assignment somewhere else impractical or impossible. Add travel time to and from the courthouse, parking, security screening, checking in, and the ordinary uncertainty surrounding when a court proceeding will actually conclude, and a four-hour booking in the middle of the day can easily prevent the interpreter from earning income from any other assignment that day. Yet the interpreter would receive only the half-day rate.

That creates a significant distinction between four hours of work and four hours that effectively control the contractor's entire workday.

Again, an independent contractor does not receive a guaranteed salary. The court does not guarantee that interpreter another assignment tomorrow, next week, or even later that month. The contractor therefore must evaluate an assignment not simply according to the number of minutes spent interpreting, but according to the other income opportunities that must be declined to accept it. The proposed policy ignores this reality.

The problem becomes even clearer when comparing two assignments. An 8:00 a.m.–12:00 p.m. assignment may allow an interpreter to accept a 1:30 p.m. deposition elsewhere. A 1:00–5:00 p.m. assignment may permit the interpreter to work elsewhere in the morning. But an 11:00 a.m.–3:00 p.m. assignment can eliminate both opportunities.

The proposed change therefore creates another potential incentive for credentialed independent contractors to decline court work. An interpreter offered a half-day court assignment from 11:00 a.m. to 3:00 p.m. will instead accept a private full-day assignment—or two compatible half-day assignments—that produce substantially greater income. At a minimum, the policy should preserve defined morning and afternoon half-day sessions or provide that a four-hour assignment spanning substantial portions of both sessions qualifies for full-day compensation.

Conclusion

California courts rely on independent contractor interpreters to meet language-access needs that cannot be satisfied by court employees alone. If the courts expect credentialed independent professionals to continue accepting these assignments, compensation and working conditions must remain reasonably competitive with those available elsewhere in the interpreting market.

Several provisions of SP26-05 risk accomplishing the opposite. Non-negotiable rates, the elimination of compensation for travel time, a half-day structure that can effectively consume an interpreter’s entire working day, and a definition of “unavailability” that includes credentialed interpreters who decline the mandated rate all create new financial disincentives for independent credentialed interpreters to accept court work. These concerns are particularly significant at a time when California is already struggling with a shortage of credentialed interpreters.

Courts that already struggle to secure credentialed interpreters—particularly those that depend on contractors traveling from other counties—may face more difficulty filling assignments, greater risk of delays, and increased reliance on non-certified or non-registered individuals. Ultimately, it is the administration of justice that will bear the consequences when qualified interpreters are unavailable.

Cost containment, consistency, and responsible use of public funds are legitimate goals. But a compensation policy cannot be considered successful simply because it reduces what courts are permitted to pay. It must also ensure that courts can actually obtain the qualified professionals they need. A sustainable policy should make court assignments more attractive to credentialed interpreters, not less.

We appreciate the opportunity to comment on SP26-05 and respectfully ask the Judicial Council to reconsider these provisions and adopt a more flexible approach—one that establishes reasonable statewide baseline rates while preserving courts’ ability to respond to market conditions, compensate necessary travel time, structure half-day assignments fairly, and prioritize credentialed interpreters before resorting to non-certified or non-registered bilingual individuals.

The AIJIC Board

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