

Agenda
Language Access Committee Meeting
 May 15, 2020
 12:00 – 2:00 p.m.

Administrative Office of the Courts
 Scott M. Matheson Courthouse
 450 South State Street
Via Videoconference

12:00	Welcome, Discussion and Approval of Minutes	Discussion/ Action	Tab 1	Lynn Wiseman
12:10	Committee Member Update / Chair of the Committee- Nominations and Appointment	Discussion/ Action	Tab 2	Kara Mann
12:30	Proposed Changes to the Accounting Manual	Discussion/ Action	Tab 3	Kara Mann
12:50	Re-opening Protocols for Court Interpreters	Discussion/ Action	Tab 4	Kara Mann
1:20	2019-2020 Continuing Education Hours Requirement	Discussion	Tab 5	Kara Mann
1:40	Reciprocity Request (CONFIDENTIAL) <ul style="list-style-type: none"> • Interpreter Information • NCSC's Reciprocity Guideline 	Discussion/ Action	Tab 6 Tab 7	Kara Mann
1:50	July Meeting Date Scheduled Date: July 17, 2020	Discussion/ Action		Kara Mann
2:00	Adjourn			

2020 Meeting Schedule:

July 17, 2020
 September 18, 2020
 November 20, 2020

Tab 1

Language Access Committee
Videoconference Zoom

March 20, 2019

Draft

Members Present

Michelle Draper - Chair
Yadira Call
Judge Su Chon
Amine El Fajri
Mary Kaye Dixon
Monica Greene Diaz
Rory Jones
Russ Pearson

Members Excused

Judge Michael Leavitt
Judge Kelly Schaeffer-Bullock
Lynn Wiseman

Staff

Kara Mann

(1) Welcome

Michelle Draper welcomed everyone to the meeting. Ms. Draper addressed the November 15, 2019 minutes. With one minor spelling correction, Mary Kay Dixon moved to approve the November 15, 2019 minutes. Yadira Call seconded the motion. The motion carried unanimously.

Kara Mann introduced and welcomed new member, Rory Jones, to the committee.

(2) Committee Update to the Judicial Council

Ms. Draper informed the committee that she and Ms. Mann provided the Language Access Committee update to the Judicial Council on February 24, 2020. Ms. Draper shared that the Judicial Council had questions regarding:

- Lack of Spanish interpreters
- Recruiting
- National pass rate for the Oral Proficiency Exam
- Interpreter Pay
- Scheduling

Judge Chon asked if the expectation is that interpreter usage will continue to increase as it had for 2019 over 2018. Ms. Mann advised that she believed the numbers would continue to increase and that potentially the usage of interpreters is being underreported in CORIS.

(3) Proposed Changes to the Accounting Manual

Ms. Mann advised the committee that finance had suggested changes for the interpreter section of the Accounting Manual that they wished the committee to consider.

Finance asked to change the name of section 7 from “Minimum Fees” to “Interpreter Fees”. The committee decided on “Interpreter Compensation”.

Finance asked to change section 7(f) to clarify the wait time policy. The committee added “Interpreters may be called on to provide interpreting services and should be readily available during their wait time.” The committee asked for clarification if wait time is a maximum of 1 hour per day, even if the interpreter is eligible for wait time multiple times in a day.

Finance asked to add section 7(h) to clarify meal times are not considered wait time and will not be factored into compensation. The committee agreed to this addition.

Finance asked to add section 7(i) to clarify payment for interpreters who interpret in multiple languages on the same day. The committee decided to replace the suggested language of “show actual times” to “individually list start and end times”. The committee asked for clarification on how the time waiting for cases to be called will be paid when the interpreter holds different credentials for each language.

Ms. Mann shared she would speak with finance about the committee’s questions. The committee decided to table the discussion until the next meeting.

(4) Chair of the Committee Nomination

Ms. Draper informed the committee that her term as chair was ending, and shared her appreciation for the committee. Ms. Draper asked for chair nominations.

Judge Chon asked for a reminder on when committee members’ terms expire before nominating a new chair. Ms. Mann shared she was unable to access that information during the meeting. Ms. Mann advised there was no longer a quorum since a member had to leave during discussions for another meeting. Ms. Diaz asked if an email with the term limits could be sent to the committee. The committee agreed Ms. Mann would send out the term limits for all committee members and to hold the nominations by email.

(5) July Meeting Date

Ms. Mann asked the committee if the July meeting date could be moved to either July 10th or July 31st. The committee agreed and suggested emailing the dates so that all committee members could select which new date works best.

(6) Other Business.

Michelle Draper informed the committee this is her last meeting as her term ends in April 2020. The committee thanked Ms. Draper for her commitment to the committee and the time she spent as chair.

(7) Adjourn

There being no further business, the meeting adjourned at 1:22 p.m.

Tab 2

Position	Person Serving	Ending Date
District Court Judge	VACANT (Judge Chon 4/2020)	
Juvenile Court Judge	Judge Leavitt	April 25, 2022
Justice Court Judge	Judge Kelly Schaeffer-Bullock	April 24, 2023
TCE	Russ Pearson	April 1, 2022
Court Clerk	Lynn Wiseman	April 24, 2023
Interpreter Coordinator	VACANT (MK Dixon 4/2020)	
Probation Officer	Rory Jones	February 25, 2023
Prosecuting Attorney	VACANT (Randall McUne)	
Defense Attorney	VACANT (Monica Diaz 4/2020)	
Interpreter	Yadira Call	June 25, 2021
Interpreter		
Interpreter	Amine El Fajri	April 30, 2021
Linguistics Expert	VACANT	
ASL Representative	VACANT (Michelle Draper 4/2020)	

Appropriate emails or memos have been sent out for all vacant positions on the committee.

Tab 3

Court Interpreters

Resources:

- CJA [Rule 3-306.01](#), [Rule 3-306.05](#)
- [78B-1-2](#), [78B-1-208](#)
- See also Section 12 Travel, [12-01.01 Per Diem Rates](#)
- Website for [public access to requests and form](#)

Purpose:

To outline the accounting policies and procedures regarding payment of interpreters in courts of record for persons of limited English proficiency and for hearing-impaired persons.

Policy:

1. Small purchasing rules prohibit payments to a single vendor exceeding \$50,000 in a fiscal year without a contract.

INTERPRETERS FOR PERSONS OF LIMITED ENGLISH PROFICIENCY

2. These provisions do not apply to court employees.
3. The state courts will pay interpreter fees and expenses in courts of record when interpreters are appointed in accordance with Utah Code of Judicial Administration (CJA) Rules 3-306.01-.05
4. Interpreter payments are processed by the Administrative Office of the Courts and coded to the following units:
 - a. 0072 – Interpreter Payment (Object 7018) and Mileage (Object 7020)
 - b. 0073 – Meals (Object 6271) and other expenses
 - c. 0074 – Interpreter Certification
5. Hourly fees for interpretation are based on the interpreter’s classification: certified, approved, registered, or conditionally approved.
6. Definitions
 - a. “Assignment” means the interpreter being offered and accepting the duty to interpret in a legal proceeding.
 - b. “Cancellation” of a legal proceeding includes early termination.

- c. “Legal proceeding” means a specific case or calendar conducted before the appointing authority, court-annexed mediation, communication with court staff, and participation in mandatory court programs. Legal proceeding does not include communication outside the court unless permitted by the appointing authority. See also CJA Rule 3-306.01.
- d. “Notice” and “notify” mean a communication made by the means likely to give actual notice, including email, text and phone messages, regardless of whether the message is received.

7. ~~Minimum Fees.~~ Interpreter Fees Compensation.

- a. Court interpreters are paid for the time of their assignment or a minimum fee based on the distance they travel, whichever is more. The miles must have been actually driven. See the chart below:

Interpreters who drive at least this far (one way) from their home base or from their previous assignment:	Will be paid at least this much time:
0-24.9 miles	1 hour
25-49.9 miles	2 hours
50-74.9 miles	3 hours
75+ miles	4 hours

- b. Distance shall be calculated in accordance with charts prepared by State of Utah and used by the Administrative Office of the Courts to calculate mileage reimbursements.
- c. If the interpreter qualifies for overnight accommodations under paragraph (a), the interpreter qualifies for the minimum fee for a second or subsequent day of an assignment based on the distance traveled from their home base on the first day.
- d. Interpreters may waive minimum fees and mileage to qualify for participation in rotation assignments effective in some districts.
- e. The hourly rate to be paid is calculated from the scheduled start, whichever is earlier, or actual start of the legal proceeding to which the interpreter is assigned or in which the interpreter provides interpretation, until the end of the proceeding. If the scheduled start is delayed because the interpreter is late, the interpreter will be paid from the time the interpretation begins until the end of the legal proceeding. If someone other than the scheduled interpreter interprets the proceeding because the scheduled interpreter is late, the courts will not pay the scheduled interpreter.
- f. Wait time. The courts will pay for a maximum of ~~up to~~ one hour of wait time between the end of one assignment and the beginning of the next assignment **at the same location**. The assignments must be at the same courthouse. ~~Interpreters will not be paid wait time if they leave the~~

~~location between the assignments.~~ Interpreters may be called on to provide interpreting services and should be readily available during their wait time. [Committee question- Will the courts only pay a maximum of 1 hour of wait time each day regardless on if an interpreter is eligible for wait time more than once in a day?] Finance's Answer- Wait time is between each assignment at a location, meaning an interpreter is eligible for wait time multiple times in a day.

- g. If the sum of the amounts due for all assignments at a location ~~in a day~~ is more than the minimum fee, the interpreter will be paid for the sum of all assignments at that location rounded up to the nearest one-half hour.
- h. Lunch breaks. The courts will not pay for any breaks for a meal period.
 - i. Meal periods will not be considered wait time.
 - ii. Meal periods will not be factored into any minimum fee.

Multiple language assignments. Interpreters who interpret more than one non-English language at a location on the same day will be required to ~~show actual times~~ individually list start and end times on separate invoices for each language that they interpret.

[Committee question- How is the time spent waiting for cases to be called paid when the interpreter is credentialed differently? Committee recommends paying interpreters at the higher credentialing except for the time actually spent interpreting the other language.]

Finance's Answer- Different languages do make this harder. Here's a hypothetical....let's say language 1 is higher, language 2 is lower.

Invoice for language 1:

8:00 AM - 8:15 AM

8:30 AM - 9:00 AM

45 minutes of actual work

Invoice for language 2:

8:15 AM - 8:30 AM

15 minutes of actual work

Technically, I wouldn't pay wait time on the first invoice. They would get paid a 1 hour minimum though.

For the second invoice, they'd get the 1 hour minimum too.

Let's say the times are spread out:

Language 1-

8:00 AM - 9:00 AM

Paid 1 hour

Language 2-

9:30 AM - 10:30 AM.

Paid 1 hour

As it is now, because they're separate invoices, we wouldn't pay wait time.

8. Cancellation of Legal Proceedings
 - a. The courts will pay for canceled legal proceedings under the following conditions:
 - i. the interpreter is scheduled for the proceeding more than 48 hours, excluding weekends and holidays, before the scheduled start of the proceeding; and
 - ii. the interpreter is notified of the cancellation less than 48 hours, excluding weekends and holidays, before the scheduled start of the proceeding; and
 - iii. the cancellation is not due to the interpreter's absence or tardiness.
 - b. Legal proceedings of 6 hours or more. The court will pay for 50% of the fee for the scheduled time up to a maximum of 6 hours or the minimum fee for miles actually driven, whichever is greater.
 - c. Legal proceedings of less than 6 hours. If the interpreter is notified between 12 and 48 hours, excluding weekends and holidays, before the scheduled start time, the courts will pay for one hour. If the interpreter is notified less than 12 hours, excluding weekends and holidays, before the scheduled start time, the courts will pay the minimum fee for miles actually driven – or one hour, whichever is greater.
 - d. The courts will pay mileage reimbursement for each mile actually and necessarily traveled if the interpreter is notified while in route to the legal proceeding.
 - e. In order to be reimbursed for cancellation fees, interpreters must submit a Cancellation Form provided by the Administrative Office of the Courts along with their invoice.
 - f. If the interpreter is assigned substitute work by the courts on the date of the canceled legal proceeding, cancellation fees will be reduced by the amount due for the substitute work.
9. On-Call
 - a. Subject to the Code of Professional Responsibility, the interpreter must accept assignments during any time for which the interpreter is due payment or forfeit the fee for that period of time. The interpreter will be paid one fee for that time. The appointing authority may release an interpreter if there are no legal proceedings to interpret.
 - b. If there is an extended delay in the interpreter's duties in a legal proceeding, (such as waiting for a jury to complete deliberations) the appointing authority may:
 - i. (usually for long periods) release the interpreter, in which case the interpreter has no obligation to the court and is not paid during the interim. A legal proceeding after the release is treated as a regular assignment.
 - ii. (usually for intermediate periods) direct the interpreter to remain on-call, in which case the interpreter may leave the courthouse, but must be able to return within the time after notice specified by the

appointing authority. The court will pay at the ratio of 1 hour for every 2 hours on-call or fractions thereof up to a maximum of 6 hours (12 hours on-call). A fraction of an hour is rounded up to the next hour. A legal proceeding after the on-call notice is treated as a regular assignment.

- iii. (usually for short periods) direct the interpreter to wait at the courthouse, in which case the court will pay for the actual waiting time (this is different than the wait time described in 5(g) above).
 - c. In order to qualify for “on-call” status and pay, the interpreter must be instructed that he/she is “on-call” by a court employee. Such “on-call” status must be noted (and initialed by the appropriate court employee) on the interpreter’s invoice.
10. Mileage. Interpreters will be paid for miles traveled in excess of 24.9 miles at the highest rate currently in effect for state employees.
 11. Lodging and Per Diem. Interpreters will be paid for lodging and per diem at the same rate as state employees. Per diem expenses will be paid only when overnight lodging is required and approved in advance and in writing by the Deputy State Court Administrator at the Administrative Office of the Courts.
 12. Common carrier. Payment of an interpreter’s actual travel expenses by common carrier, i.e. commercial bus, train or plane, may be reimbursed, but must be approved in advance and in writing by the Deputy State Court Administrator at the Administrative Office of the Courts. The interpreter must provide a receipt showing the amount actually paid.
 13. Request for payment.
 - a. Interpreters shall submit requests for payment on an invoice provided by the Administrative Office of the Courts, to each district in which they interpreted.
 - b. Interpreters shall submit invoices within thirty (30) days after completion of the assignments for which a reimbursement may be due. Invoices must be submitted to the interpreter coordinator in the district where the assignment took place, including any reimbursement forms for overnight stays.
 14. \$50,000 per year threshold. As per accounting manual 07-00-00 Purchasing Overview and General Info policy 10, payments to a single vendor cannot exceed \$50,000 in a fiscal year without a contract.
 - a. AOC Finance will review interpreter payments at least quarterly to ensure that no interpreter vendor exceeds this limit. This includes mileage payments as well a payments for interpretation services.
 - b. If a vendor is getting close to the \$50,000 limit, the AOC Finance will inform the Language Access Program Coordinator. The Language Access Program Coordinator will then take appropriate steps to ensure that the vendor will not exceed the \$50,000 in a fiscal year.

INTERPRETERS FOR HEARING-IMPAIRED PERSONS

1. Policies concerning interpreters for the hearing-impaired are governed by Utah Code §78B-1-201 and the Americans with Disabilities Act.
2. The state courts will pay for one interpreter for each hearing-impaired party, juror, witness or courtroom visitor in all criminal, civil, and juvenile proceedings. If a hearing takes more than two hours, the state courts will pay for two interpreters. If the hearing takes an entire day, the state courts may pay for more than two interpreters, if requested.
3. Pursuant to §Utah Code 78B-1-208, reasonable fees for interpreters for the hearing-impaired are set either by a fee schedule recommended by the division of rehabilitation services, or if the division has not established a fee schedule, by prevailing market rates. In addition, interpreters for the hearing-impaired are entitled to a fee for waiting time, and to reimbursement for necessary travel and subsistence expenses. Reimbursement for necessary travel and subsistence expenses shall be at rates provided by law for state employees generally. Interpreter coordinators or court clerks responsible for securing interpreters for the hearing-impaired should periodically confirm current fees for interpreters for the hearing-impaired through the Purchasing Department of the Administrative Office of the Courts.
4. Credentials. Courts should schedule an interpreter who is qualified as a court interpreter by the Utah State Office of Rehabilitation.
5. Courts should try to schedule appointments 24 hours or more in advance, because last-minute appointments, scheduled on the same day that service is provided, may incur surcharges. Courts must schedule interpreters through agencies holding a state contract.
6. Cancellation Policy. To avoid being billed for the duration of a scheduled appointment, notice of cancellation should be given at least 24 hours in advance of the start of an assignment. Cancellation payment policies for language interpreters are inapplicable to interpreters for the hearing-impaired. Applicable cancellation payment policies are determined by the Utah Interpreter Program, or by private agencies or interpreters from whom service is secured.
7. Agencies shall submit an invoice for interpreter service to the Language Access Program Coordinator at the Administrative Office of the Courts. The Language Access Program Coordinator will contact the appropriate interpreter coordinator, who will check court records to ensure that the invoice is accurate and that the payment amount is correct.

Tab 4

Resuming Court Operations Court Interpreting Guide for Interpreters and Coordinators

As Utah State Courts ease restrictions due to COVID-19, please use the following guidelines for in-court proceedings.

Court Interpreters

For court specific COVID-19 requirements and announcements, visit the Utah State Courts COVID-19 Alerts page at: <https://www.utcourts.gov/alerts/>.

There may be a transitioning from remote proceedings to in-court proceedings. During that transition, please be sure to confirm if the assignment is to be held on Webex or in-person at a courthouse with the Interpreter Coordinator.

If a courthouse requires wearing a mask, you must bring your own mask or face covering.

To protect yourself and others, please consider bringing your own hand sanitizer and practice physical distancing when in the courthouse. You may want to consider wearing a mask and gloves, even if it's not required in the courthouse.

The interpreter equipment will be sanitized before and after each use by the interpreter coordinator or appropriate court staff.

You can bring your own interpreter equipment. You must sanitize it in front of the LEP before handing it to them.

If the interpreter equipment is not available, do not stand beside the LEP, and if space allows for it, maintain a distance of three feet (more preferably six feet) and interpret in consecutive mode.

If a safe distance cannot be maintained, position yourself slightly behind the LEP.

Avoid positions where you are facing the LEP directly as much as possible.

If you believe you've been exposed to COVID-19, please contact the interpreter coordinator immediately so they can remove you from the assignment.

Interpreter Coordinators

There may be a transitioning from remote proceedings to in-court proceedings. During that transition, please be sure to include if the assignment is to be held on Webex or in-person at a courthouse in the information sent to the interpreter.

Once an interpreter has accepted the assignment, please inform them of specific COVID-19 courthouse requirements for your district.

To allow interpreters to maintain physical distancing, provide them with the wireless interpreter equipment. Make sure interpreters know where to obtain the equipment in your courthouse.

Disinfect equipment **before** the equipment is checked out by an interpreter and **after** the equipment is returned. Since the equipment is used in close physical contact with both the interpreter and the LEP, **it is imperative that the equipment is sanitized.**

The use of disposable gloves is highly recommended while handling equipment.

Disinfectant wipes or alcohol prep pads are recommended to be used when sanitizing the equipment. Hand sanitizing gel, bleach, antibacterial liquids and sprays will damage the plastic and electronic components and should be avoided.

Make sure interpreters use disinfectant wipes before and after each use.

Tab 5

Continuing Education Requirements

Utah Administrative Office of the Courts Continuing Education Requirements for State Certified Court Interpreters and Federally Certified Interpreters Who Serve in the State Courts

1. **PURPOSE** Continuing education is required by the Utah Judicial Council and the Administrative Office of the Courts to ensure that state certified interpreters (and federally certified interpreters who serve in the state courts) maintain and improve their interpreting skills, and expand their vocabulary in forensic, scientific, drug, slang, and legal terminology. Additionally, continuing education is required to ensure that certified interpreters are in compliance with Rule 3-306.01-.05 and the Code of Professional Responsibility for Court Interpreters.
2. **APPLICATION** These requirements apply to interpreters who are certified interpreters in the state of Utah, or who are federally certified interpreters who wish to interpret as certified interpreters in the Utah State Courts. Meeting these requirements is a condition for continued certification of court interpreters.
3. **CONTINUING EDUCATION REQUIREMENT**
 - A. Continuing education" refers to approved educational completed by the interpreter after successfully passing the certification examination.
 - B. All certified interpreters must complete sixteen (16) hours of approved continuing education during each two-year compliance period.
 - C. There are four means by which an interpreter may obtain continuing education credits:
 1. Language-specific interpreting and translating education;
 2. Nonlanguage-specific interpreting and translating education, and education related to law;
 3. Education related to professionalism, cultural competency, and ethics (interpreters must have a **MINIMUM** of four hours of education in ethics); and/or,
 4. Independent learning such as teaching an interpreter-related course, mentoring a new interpreter, self study, or writing articles relevant to court interpreting for professional journals. An interpreter can receive a maximum of 4 hours credit in independent learning in any given compliance period.

Self study programs may be used to obtain continuing education credits. In order for a certified interpreter to obtain credits for self-study programs, the interpreter must submit a plan for the self-study program to the Administrative Office of the Courts that includes:

- a. The names, addresses and certification status of two or more interpreters studying together;
- b. Description of the materials to be studied; and
- c. A schedule of the times the interpreters will meet for self study (a minimum of two hours per month for a minimum of two consecutive

months); and the address of where the interpreters will meet for self study.

The plan for the self-study program must be submitted at least 30 days prior to the beginning of the program. A self-study program will not be accepted for evaluation for continuing education credit after the program has been completed.

Once a plan is submitted, the AOC will evaluate whether a self-study program qualifies for continuing education credits. The interpreters submitting the plan will be notified in writing whether the self-study program is accepted or rejected, and the explanations or suggestions for change will be provided, if rejected.

At the completion of the self-study program, participating interpreters must sign an affirmation of the hours studied and submit a summary or evaluation of the self-study program. Staff from the AOC or a designee may observe an interpreter's self-study program at anytime without prior notice.

- D. Each AOC approved class hour shall be counted as one hour of continuing education. Credit will not be given in quarter-hour segments. However, credit will be given in half-hour segments after the completion of one full hour of an approved continuing education course. No credit will be given for attending only a portion of a participatory activity. Arriving late or leaving early will result in the interpreter not receiving any continuing education credit for the course.
- E. Examples of "Participatory Activities" include courses, workshops, lectures, or other activities at which attendance is monitored and verified. Participatory continuing education activities may include courses offered at accredited institutions of higher learning or conferences or workshops sponsored by professional organizations.
- F. To receive continuing education credit for an educational activity, the interpreter must submit information regarding the activity (e.g., description of curriculum, agenda of conference, etc.) to the Administrative Office of the Courts, and must receive approval prior to attendance at the activity.
- G. Any interpreter who wishes to receive continuing education credit must be able to show proof of having taken the course or attended the conference or workshop (e.g., an official transcript from the university or college, or a receipt and/or certificate of completion from the conference or workshop).

4. COMPLIANCE

- A. Each certified interpreter is required to submit a completed Continuing Education Compliance Form to the Administrative Office of the Courts (AOC), every two years. The 24-month time period begins on January 1st following the date an interpreter becomes certified and is awarded the Utah State Certified Court Interpreter Certificate. The Administrative Office of the Courts will provide each certified interpreter with the approved compliance form to be submitted.
- B. Non-compliance with the continuing education requirement shall result in the interpreter's name being removed from the Utah State Courts' list of certified

interpreters. Interpreters whose names have been deleted from the list for non-compliance with the continuing education requirement shall not be given interpreting assignments with the courts. Interpreters will not be added back onto the list until the continuing education requirement is met.

Tab 6

Confidential

Tab 7

- **Written Test:** The cut score is 80% over the three sections (i.e., total number of questions divided by total number of correctly-answered questions).
- **Three-Section Oral Test:** The cut score is 70% on the simultaneous and consecutive sections of the oral test. The cut score on the sight translation section is also 70%, averaged between the two sight translation portions. A candidate may score no lower than 65% on either of the two sight translation portions.
- **Abbreviated Oral Test:** The cut score is 70% on the simultaneous exam. The score on the English oral proficiency exam is reflected in Table 1 above, for each proficiency exam that has been approved to date.

- **Criteria for Reciprocity on the Oral Examination Score:** Every candidate who has met the following criteria is eligible for reciprocity on his/her oral examination scores⁶:
 - Completed the entire test (three sections) within one testing cycle;
 - Scored at least 70% on all three sections, including both parts of the sight translation section;
 - Completed the test within one state;
 - Did not take the same version of the exam more than two times; and
 - Did not take the same version of a test form more than once in a period of ten months.

- **Carrying Over Scores on Test Sections:** For jurisdictions that “carry over” scores on sections of the exam, allowing candidates to retake only the section(s) he/she failed previously, an expiration date must be placed on the partial exam scores, not to exceed two years, after which the candidate must be required to take the whole examination again.

- **Limits on Retesting:** Candidate attempts on the oral court interpreter examinations will be tracked on a national basis by NCSC. To prevent overexposure to oral examination content, retesting limitations will be applied to all oral examination candidates taking NCSC oral examinations. The following version assignment policies and retesting limitations will be implemented for *all candidates taking NCSC oral court interpreter examinations*:
 - a) NCSC staff will assign oral examination versions prior to each test administration.
 - b) Candidates must be assigned different oral examination versions each time they take a full oral examination in languages in which multiple versions exist. The different versions of an oral examination will be assigned in a manner so as to

⁶ The state may have additional requirements for credentialing interpreters, but must recognize the candidate’s oral exam scores as “passing,” and not require the candidate to retake the oral examination.