

Rule 1703

KANSAS CODE OF PROFESSIONAL RESPONSIBILITY FOR COURT INTERPRETERS

(a) **Applicability.** An interpreter, other than a sign language interpreter, who provides an interpretation or translation service in a district court must comply with the Kansas code of professional responsibility for court interpreters.

(b) **Kansas Code of Professional Responsibility for Court Interpreters.** The Kansas Code of professional responsibility for court interpreters is as follows:

Kansas Code of Professional Responsibility for Court Interpreters

CANON 1: ACCURACY AND COMPLETENESS

An interpreter must render a complete and accurate interpretation or sight translation by reproducing in the target language the closest natural equivalent of the source language message without altering, omitting, or adding anything to what is stated or written, and without explanation.

CANON 2: REPRESENTATION OF QUALIFICATIONS

An interpreter must accurately and completely represent the interpreter's certifications, training, and pertinent experience.

CANON 3: IMPARTIALITY AND AVOIDANCE OF CONFLICT OF INTEREST

An interpreter must be impartial and unbiased and must refrain from conduct that may give an appearance of bias. An interpreter must disclose any real or perceived conflict of interest.

CANON 4: CONFIDENTIALITY

An interpreter must protect the confidentiality of privileged and confidential information.

CANON 5: SCOPE OF PRACTICE

While serving as an interpreter, an interpreter must not give legal advice or express a personal opinion to the individual receiving the interpretation service or engage in any other activity that appears to constitute a service other than interpretation or sight translation.

CANON 6: RESTRICTION OF PUBLIC COMMENT

An interpreter must not publicly discuss, report, or offer an opinion concerning a court matter in which the interpreter has been engaged, even when that information is not privileged or required by law to be confidential.

CANON 7: ASSESSING AND REPORTING IMPEDIMENTS TO PERFORMANCE

An interpreter must constantly assess the interpreter's professional ability. If an interpreter has any reservation about the interpreter's ability to competently satisfy an assignment, the interpreter must immediately notify the court.

CANON 8: PROFESSIONAL DEMEANOR

An interpreter's conduct must be professional, respectful, and as unobtrusive as possible.

CANON 9: DUTY TO REPORT ETHICAL VIOLATIONS

An interpreter must report to the proper judicial authority any effort to impede the interpreter's compliance with any law, provision of this code, or other official policy governing court interpreting.

CANON 10: PROFESSIONAL DEVELOPMENT

An interpreter must continually improve the interpreter's skills and knowledge. An interpreter must advance the profession through activities such as professional training and education and interaction with colleagues and specialists in related fields.

[History: New rule effective July 1, 2016.]

Rule 1704

INTERPRETER'S ACKNOWLEDGMENT AND AGREEMENT

(a) **Applicability.** This rule applies to an interpreter who provides interpretation or translation services in a district court, except for:

(1) a sign language interpreter; or

(2) an interpreter providing interpretation services from a remote location who is employed by an agency that requires the interpreter to comply with ethical standards deemed by the judicial administrator to be substantially similar to the Kansas code of professional responsibility for court interpreters.

(b) **Acknowledgment and Agreement Required to Interpret.** An interpreter must complete and sign an acknowledgment and agreement form approved by the judicial administrator and distributed by the district court which verifies that the interpreter has received and reviewed the Kansas code of professional responsibility for court interpreters and agrees to adhere to the code. The interpreter must return the completed and signed form to the local language access coordinator listed on the form.

(1) **Signed Form Required to Interpret.** An interpreter may not provide an interpretation or translation service in a district court unless the interpreter has completed and signed an acknowledgment and agreement form, except in a case of emergency as determined by the presiding judge.

(2) **Signed Form Retention.** During the period of an interpreter's service, the local language access coordinator must retain the interpreter's completed and signed acknowledgment and agreement form. The form may be retained in electronic format. The local language access coordinator must promptly forward a copy of the form to the office of judicial administration.

(3) **Electronic List.** After receiving a copy of an interpreter's completed and signed acknowledgment and agreement form, the office of judicial administration must place the interpreter's name on an electronic list, available to the district courts.

(4) **Only One Form Required.** If an interpreter is named on the office of judicial administration's electronic list, the requirements of (b)(1) are satisfied.

(5) **Not a Substitute for Qualification or Oath.** The presence of a signed acknowledgment and agreement form is not a substitute for a judicial determination of an interpreter's qualifications under K.S.A. 75-4353, or the taking of an interpreter's oath under K.S.A. 75-4354.

[**History:** New rule effective July 1, 2016]

Rule 1705

KANSAS JUDICIAL BRANCH COURT INTERPRETER ORIENTATION

(a) **Applicability.** The Kansas judicial branch court interpreter orientation is a free, web-based overview of court interpretation skills, best practices, and ethics and the Kansas court system. This rule applies to an interpreter who provides interpretation or translation services in a district court, except for the following:

(1) an interpreter for a person who is deaf, hard of hearing, or speech impaired; or

(2) an interpreter providing interpretation services from a remote location outside of Kansas.

(b) **Orientation Registration Information.** The Office of Judicial Administration provides registration information for the Kansas judicial branch court interpreter orientation on the Kansas judicial branch website.

(c) **Completion of Orientation Required.**

(1) An interpreter must not provide an interpretation or translation service in a district court unless the interpreter has completed the Kansas judicial branch court interpreter orientation, except in a case of emergency as determined by the judge.

(2) The requirement of subsection (c)(1) becomes effective six months after the effective date of this rule.

(d) **Certificate of Completion; Responsibilities.**

(1) Upon completion of the Kansas judicial branch court interpreter orientation, an interpreter may print a certificate of completion. The interpreter must provide a copy of the certificate of completion to a Kansas judicial district's local language access coordinator.

(2) A local language access coordinator who receives an interpreter's certificate of completion must retain it during the period of the interpreter's service. The certificate of completion may be retained in electronic format. The local language access coordinator must promptly forward an electronic copy of the certificate of completion to the Office of Judicial Administration.

(e) **Electronic List.** After receiving a copy of an interpreter's certificate of completion, the Office of Judicial Administration must note receipt of the certificate of completion on an electronic list available to the district courts. The notation on the electronic list is verification that the interpreter has completed the Kansas Judicial Branch court interpreter orientation.

(f) **Not a Substitute for Qualification or Oath.** The presence of a certificate of completion is not a substitute for a judicial determination of an interpreter's qualifications under K.S.A. 75-4353 or the taking of an interpreter's oath under K.S.A. 75-4354.

[History: New rule effective January 1, 2021.]