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The information provided in NAJIT position papers offers general guidance for bench, bar, and court administrators; law enforcement agencies; judiciary interpreters and translators; and all those who rely on interpreting and translating services in legal settings. This information does not include or replace local, state, or federal court policies. For more information, please contact: National Association of Judiciary Interpreters and Translators, or visit the NAJIT website at [www.najit.org](http://www.najit.org).

## POSITION PAPER:

# GENERAL GUIDELINES AND MINIMUM REQUIREMENTS FOR TRANSCRIPT TRANSLATION IN ANY LEGAL SETTING

## Introduction

**I**n a criminal or civil case, a foreign language recording may be introduced into evidence. Such a recording may be audio or video, analog or digital. The contents of the recording are memorialized in a transcript, produced by a language expert at the request of the court, prosecutor, defense counsel, or a law enforcement agency. To be reliable, a forensic transcript must meet stringent requirements. If a translated transcript is inaccurate, incomplete, or sloppy, its evidentiary value is undermined. As a result, time and resources may be wasted. This position paper sets out the requirements that NAJIT deems indispensable to ensure the production of accurately translated transcripts of forensic recordings.

[Note: A translator or language expert should never be asked in any legal proceeding to render an instant simultaneous interpretation of a forensic recording. Please see NAJIT's position paper: *Onsite Simultaneous Interpretation of a Sound File is Not Recommended*, available at [www.najit.org](http://www.najit.org).]

This paper aims to provide clear guidelines for the language experts who prepare transcripts ("transcriber" or "translator") as well as for those requesting such services ("client"). Please note that for the purposes of this position paper, the word "translator" refers to the person who both transcribes and translates the recording. The product—a bilingual transcript—comprises two parts: a word-for-word transcript of all language in the original recording, and the corresponding translation into English. A dual-language transcript is produced by following the work sequence outlined below.

**ASSIGNMENT IS OFFERED TO TRANSLATOR.  
TRANSLATOR REQUESTS PRELIMINARY  
REVIEW OF SOURCE RECORDINGS.**

## Preliminary review

■ **Translator identifies task requirements and any potential problems.**

A translator must first determine what the task entails and whether any conflict or impediment exists, be it technical or ethical. The translator needs a good quality copy of the recorded material. The **client should always keep the original recording** to avoid chain of custody issues. While transcript translation may be done in-house or at a client's location, translators and clients can also easily work via fax, Internet, and e-mail.

It takes considerable time and effort to review and analyze a recording. Compensation for this preliminary review should be agreed upon. Such a review is essential so that the translator can inform the client of any information relevant to the assignment. For example, the translator will estimate how much of the content is audible, whether or not the desired deadline is realistic, and bring to the client's attention any other factors affecting accurate transcript production. A client may desire a summary or draft for informational purposes only, so as to decide later whether a complete, certified transcript is needed. In such cases, the translator should advise the client in writing that the draft or summary will be identified as such and is not intended as a final product for use in court.

■ **Translator evaluates the complexity of the assignment.**

In this step, the translator examines the recording to determine the length of the source material, the amount of actual recorded speech (excluding long periods of noise or silences), the number of speakers, audio quality and clarity, as well as the semantic, phonemic, and structural complexity of the discourse. Very large projects with short deadlines will likely require a coordinated effort by a team, adding other levels of complexity,

> *continues on page 4*

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## MESSAGE FROM THE CHAIR

Dear colleagues,

This message is to inform you of recent updates and also to bow out of my role as chair of the NAJIT Board.

I've already completed three 2-year terms, the limit permitted a NAJIT officer. Before discussing the latest updates, then, I'd like to share some background about my experience with NAJIT.

After working occasionally as an ad hoc interpreter, and shortly after my first court assignment a year later (thank goodness it was only a misdemeanor case!), I learned about NAJIT. It was 1996 and I had been looking for answers for some time on how to become a judiciary interpreter. Ever since, I've been an active member. Being completely new to the profession, never having had formal training, I was uninformed and therefore asked many questions. I joined the listserve at some point and started asking questions or commenting in a way that was probably shocking to seasoned interpreters. Some appreciated my enthusiasm and willingness to learn and so patiently and kindly responded to my queries. Seasoned interpreters would e-mail me privately so as not to embarrass me in public; other times, people would react very bluntly on the open listserve. This column isn't long enough for me to thank everyone. No matter how I learned, I can't express how grateful I am to everyone who took the time to help me. Due to NAJIT members' sharing their training, resources, patience, understanding, and guidance, I was able to gain the necessary experience and education that eventually led to my state court certification and to the success I have achieved today.

Two years into my membership, one of our Executive Directors suggested that I consider running for the board. I remember saying, "Oh no, I am not qualified to be on a board." I wasn't even certified yet! I guess she, too, responded to my enthusiasm and passion. I kept witnessing or hearing about injustices taking place which I knew were mainly due to a lack of knowledge or training by legal

professionals about our role, ethics and standards. I began to develop relationships with local and federal government personnel. I spoke out about issues that were not only hindering our job, but putting the justice system in jeopardy. I filed a national origin discrimination complaint in the case of a young girl in a different state who had not been provided with a qualified interpreter in her native language during interrogations, medical screening, competency hearings, or court proceedings. (This action was a little dicey, especially coming from an interpreter.)

What I saw was that, with the exception of a few individuals who had been working very hard to promote the profession for many years, NAJIT was flying under the radar. The first case I got involved with as a consultant — not interpreter — was the Alejandro Ramírez case in Ohio. Attorneys representing the Mexican consulate had asked if NAJIT would be willing to write an amicus brief. The NAJIT leadership at that time turned it down because they felt it would be a difficult task, and the attorneys were not informed enough about our profession. NAJIT did not have the financial resources, the contacts, or the manpower to prepare an amicus brief. I argued that if we, NAJIT, could not, who could? There was no one else with our expertise. To me, this was also a great opportunity to help educate. I felt the same way about the young girl's case. If not us, who?

At that point, I realized that if I wanted to see change, I had to take an active role beyond listserve participation and attending conferences. Although many worked hard to promote our profession, very few in the outside world had heard of NAJIT. This is not to say that interpreters were inactive; but each of us was working alone, advocating as individuals, not as a unified group in our own state, not through NAJIT. So I became determined to help make NAJIT visible at a national level — after all, we are the national association and experts in the field.

NAJIT occasionally makes its member information available to organizations or persons offering information, products, or services of potential interest to members. Each decision is carefully reviewed and authorization is given with discretion. If you do not wish to have your contact information given out for this purpose, please let headquarters know and we will adjust our records accordingly.

I wanted NAJIT to be the go-to entity. So I ran for the Board and was elected three times. I've had the honor of serving as your chair for the past two years, and I can't begin to tell you how rewarding it has been.

Through leadership, I have grown in my own profession and learned valuable skills. Thank you, NAJIT! I will miss the leadership role, but my plan is to remain involved in other capacities and on other levels. Maybe I will also have more time to write and work on additional position papers. I'll certainly continue with advocacy, or anything else that can be of service. NAJIT has been, and will continue to be, one of my priorities and my passion.

Everything we've accomplished over the years has been accomplished together: members, committees, board members, and chair. It has now become commonplace for state and federal governments, bar associations, advocacy groups, law enforcement, and members of the press to seek NAJIT's input, comments and guidance on issues and policies involving LEP and language access. We have written nine position papers, including the most recent one on transcript translation (see page 1). NAJIT members served on the Summit/Lorain Project, the first model interpreter policy for law enforcement in the entire country. NAJIT, ATA, the Summit County, Ohio Sheriff's Office, and the Ohio Criminal Justice Services created the "I Speak" language identification booklet, which includes more languages than any other language identification booklet. This was a joint effort between government entities and the two largest associations of interpreters and translators in the country. We have connected with other interpreter and translator associations. We have drafted a Terms of the Profession document, prompted by a request from the Department of Defense. We have created an index of press coverage on interpreter issues. We now have NAJIT-endorsed professional liability and disability insurance. We have lobbied members of the Senate and House and local government offices in favor of increasing funding for court interpreter programs. We have come out against English-only legislation. We have helped recruit 1300 qualified interpreters and translators for the National Virtual Translation Center. We have participated in all of the U.S. DOJ Civil Rights' LEP Conferences. We have established great working relationships with former Assistant Attorney Generals for U.S. DOJ Civil Rights and DOJ civil rights attorneys. We have established a good working relationship with state offices of court administration and with the Administrative Office of the U.S. Courts. NAJIT was invited to participate in the federal contract discussions so that together we could reach a consensus to assist both the courts and contract interpreters. We have assisted with voter protection by recruiting interpreters and translators willing to help out. In 2004, we created NAJIT's Advocacy Committee and have drafted countless letters. We have assisted the American National Red Cross in disasters and we recently signed an MOU to continue our joint work (see MOU, page 19). Our membership continues to grow steadily and our listserve has more member participation than ever before. We have definitely accomplished much, and today it makes me very proud to say we are no longer flying below the radar. We are the go-to entity.

We must realize, however, that given all these accomplishments, there is still much work left to be done. My message to all members, then, is this: don't be shy, get involved, and consider serving

on a committee or two. Think of participation as an opportunity to serve in a leadership role, and take a chance. Serving NAJIT has helped improve my skills for working with other local boards, advisory committees, and projects. It's truly a worthwhile experience.

In closing, I want to reiterate my gratitude for the opportunity to serve the members and our professional organization. During my tenure on the board, I've had the privilege to work with wonderful board colleagues, former chairs, committee members, NAJIT editorial teams, and NAJIT staff. Thank you all for the work you have done! I say goodbye in my capacity as NAJIT Chair and as part of our leadership team for the past six years, but I'll always remain faithful to our mission and to you. We must continue to see our profession represented on language access issues, and know that our members' voices will continue to be heard on professional issues of concern. Justice will continue to be at the forefront of our efforts in supporting the use of certified and qualified interpreters and translators in all legal settings.

So here's wishing a happy 30th anniversary to NAJIT. I look forward to this year's rewarding conference, and many more in the future.

Warmly,  
Isa

Isabel Framer  
Chair, Board of Directors



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**POSITION PAPER** *continued from page 1*

which will be discussed in a future publication. Since unforeseen problems may arise with equipment, audibility, or intelligibility, it is prudent for a translator to add a cushion of time to any final estimate. After a detailed review, the translator provides the client with a comprehensive and realistic estimate of the cost and delivery time.

**Cost:** As a general rule, the cost of a translated transcript is calculated according to industry rule-of-thumb that up to one hour of work may be needed to capture each minute of conversation in a forensic recording. The actual time taken to complete the task will vary depending on sound quality and clarity; the number of speakers; the amount and type of background noises; and the languages involved (non-Western alphabets or languages that don't read from left to right may take longer). The time estimate accounts for the fact that a thorough and reliable translated transcript involves multiple revisions, research and consultation for specialized terminology or unusual slang, and line-by-line verification of the completed translation with the transcript and the recording. Additional time built into the estimate for unforeseen complications is balanced by the translator's commitment to the client that the work will be done in the most cost-efficient manner, and that the final invoice will be based on actual time worked.

**Delivery time:** Forensic transcript translation is a tedious, complex task that rarely can be done continuously for eight hours a day, seven days per week. The accuracy of auditory perception is apt to diminish after long periods of concentrated listening to irregular or chaotic sound recordings. After completing an initial draft, a translator is well advised to switch to a task that does not require focused listening before proceeding to the final draft. Clients should not expect delivery time to correspond to a cost analysis divided into 8-hour days; they should recognize the cognitive strain on the listener and allow sufficient time for the transcript to be produced properly. The importance of planning ahead cannot be over-emphasized, given the complexity, the required level of accuracy, and the evidentiary nature of the product.

■ **Translator realistically evaluates ability to deliver the assignment by the desired deadline.**

Once the project has been carefully examined in light of the above factors, the translator determines whether s/he can meet the project demands. If the answer is negative, the translator will refuse the assignment. If affirmative, the translator should consider terms and conditions that will ensure timely delivery of a quality product.

■ **Prior to commencing work on the transcript and translation, the translator and client arrive at an agreement about compensation, delivery time and any other pertinent matters. Expectations should be clarified in a written document whenever possible.**

Explicit agreements in writing will eliminate surprises and misunderstandings. At the outset, it is advisable to have a detailed, written contract signed by all parties. Subsequent communication about the progress of the work may be more informal.

**THE TRANSLATOR PROVIDES A CLEAR STATEMENT OF QUALIFICATIONS.**

■ **A translator is expected to accurately represent professional certifications, training, and experience.**

As of May 2009, there is no specific certification for transcription and translation work, and training opportunities in this specialty are quite limited. Given this credentialing and training gap, clients should ask the translator to detail his or her experience, extent of prior transcription and translation work, experience in testifying as an expert witness, and type of certification in translation and interpretation. When representing credentials, a translator must specify the certifying authority. In the United States, translators and interpreters may be granted nationally recognized certification by several entities.

**For translators, this certification is available through the following:**

- National Association of Judiciary Interpreters and Translators (NAJIT). Legal translation, in English-Spanish only.
- American Translators Association (ATA). General translation, offered in various language combinations.

**For court interpreters, certification may be pursued through the following:**

- Administrative Office of the U.S. Courts, which implements the Spanish-English federal court interpreter certification examination.
- Administrative office of a state court.
- Consortium for State Court Interpreter Certification (40 member states as of May, 2009; certification in various languages).
- National Association of Judiciary Interpreters and Translators (NAJIT). Spanish only.

■ **In addition to formal training and certification, other skills and knowledge are desirable.**

Transcript preparation and translation is an interdisciplinary field that requires translation and interpretation skills, a thorough knowledge of a variety of registers and regional variants in source and target languages, and cultural awareness of idiomatic speech. Other important qualities needed by translators who transcribe recordings are:

- a highly-tuned, perceptive ear;
- excellent writing skills in both English and the foreign language;
- analytic and problem-solving skills;
- attention to detail;
- research skills;
- specific training in, and knowledge of, transcript protocols;
- transcription and translation experience;
- ability to work well under pressure and meet demanding deadlines;
- experience in testifying as an expert witness;
- mastery of a variety of word processing software;
- neutrality and adherence to ethical standards;
- membership in one or more professional organizations.

**THE TRANSLATOR HAS OR OBTAINS THE PROPER TOOLS FOR THE TASK.**

Advances in technology are constantly affecting transcript pro-



duction. As of this writing, the trend is toward digital video or audio source files, though a translator may also work from analogue audio or video cassette tapes. The transcription process may require access to any or all of the following tools:

- variety of word processing software (depending on client requirements);
- foot-activated standard and micro-cassette tape transcribers with variable speed and tone control and meter functions;
- video cassette recorder (VCR, VHS), preferably foot-activated;
- equipment/software to transfer the sound portion of a video file to audio cassette, CD or DVD media, or digital file;
- multiple headphones with independent volume and tone controls;
- cassette players and receivers with multiple sound controls;
- high fidelity equalizers and filtering equipment;
- high quality computer-driven speaker system;
- USB or serial foot-pedal and transcription software;
- audio software for playback and conversion and filtering of source files;
- other listening alternatives (e.g., portable cassette, CD player, car sound system);
- reference materials such as monolingual and bilingual dictionaries, subject-area glossaries, and Internet access for terminology research.

#### THE TRANSLATOR COMPLIES WITH ALL PROFESSIONAL RESPONSIBILITIES.

##### ■ The translator informs all parties of any prior direct or indirect contact with the case or related cases, so as not to compromise the integrity of ongoing investigations or proceedings.

It is customary for an interpreter or translator to inform all parties of any prior work on a case. Such information is stated on the record in open court at the appropriate time, or as soon as the translator is aware of having worked on a case previously. The disclosure should be made in a general manner, such as "The translator has previously provided language services in matters related to this case." It is up to the parties to inquire further if they wish. If any information is of a sensitive nature, with the potential to affect ongoing investigations, the interpreter may request permission to advise the judge privately.

##### ■ The translator informs the parties and the Court of any possible conflict of interest or bias, or the appearance of such.

Beyond the obvious biases that may result from a personal connection to any party in a case, the translator has a potential role as a witness. All the rules and regulations applicable to expert witnesses apply to the translator. Generally, a language expert involved in transcript translation is precluded from also interpreting the courtroom proceedings. Ultimately, however, any such decision is left to the Court in consultation with the parties.

##### ■ The translator is duty bound to keep in the strictest confidence all information acquired in the course of professional duties.

In the event that consultation with colleagues is required during an assignment, the translator should be careful not to disclose the identity of any of the parties or the exact nature of the case. At

all times, the translator must respect confidentiality and all rules of law that apply to the particular legal setting.

##### ■ The translator remains objective at all times while preparing the transcript and its translation. A translator should refrain from commenting, advising, or voicing any personal opinion regarding the content.

Personal feelings or ideas must not taint the work product or the professional relationship between the translator and the client. NAJIT's code of ethics enshrines the canons of confidentiality, impartiality, and accuracy, among others; and the translator is obligated to abide by them. A translator must maintain professional independence and neutrality. A useful rule to ensure independence and neutrality is the concept that the resulting evidentiary product would remain unchanged were the translator to be hired by the opposing party. A contractual relationship with a party to a case does not authorize a translator to tailor the evidentiary product to the strategic needs of the contracting party. It is the duty of the translator to understand the limits of his or her role in the legal process and to educate the client in this regard.

##### ■ The translator may be asked to testify as an expert witness.

If called upon to testify as an expert witness, the translator should provide the client with an up-to-date résumé detailing background, experience, and certifications. In the absence of formal standards or specific certification in transcript translation, professional information aids in establishing the translator as an expert witness. Ultimately, the court decides whether or not to qualify a witness as an expert.

##### ■ The translator limits work to area of expertise.

On occasion, a client may request that a translator provide an analysis or an annotated transcript or translation of a recording. This usually arises when there is a dispute about: (1) a previous event involving foreign language interpretation (in a courtroom, custodial, interrogatory, or investigative setting); or (2) a previously submitted translated transcript. Acceptance of such an assignment places a translator in a consultant role that is completely distinct from the role of impartial translator, requiring a different kind of expertise. The role of content or linguistic analyst is not dealt with in this paper and should not be confused with the neutral role of the translator described herein.

#### THE TRANSLATOR PREPARES THE WORK PRODUCT IN ACCORDANCE WITH AN EXPERT'S SCOPE OF PRACTICE AND EVIDENTIARY REQUIREMENTS.

##### Transcript Preparation:

##### ■ The translator transcribes the audio content of the recording, using a three-column or table format (with or without gridlines). Lines and pages should be numbered. This standard format allows for easy side-by-side comparison of the original utterance to the translation.

A complete transcript of all original utterances is necessary so that the validity of the translation can later be verified or chal-

> continues on next page

**POSITION PAPER** *continued from page 5*

lenged. The importance of producing an accurate transcript of the full content of a forensic recording cannot be overemphasized.

In the conventional three-column format, the first column (on the left) contains speaker labels. The second column contains a transcript of all recorded utterances in whatever language(s) they occurred. The third column contains the translation into English of the utterances in column two. (Appendix 1 contains a sample of the three-column format.)

*[Note: In some districts, preferred practice is to display the English translation in column two and the original language in column three. This is easily accomplished with the “table” function, which permits entire columns to be copied, separately spellchecked, then moved or pasted wherever needed.]*

Although at present some law enforcement and prosecutors’ offices produce only an English-language translation without an original-language transcript, such practice can easily lead to confusion and error (especially if silences or unintelligible portions make it impossible to locate the original words), leaving the evidence vulnerable to challenge. A transcript of all original discourse together with its translation into English, visible in a side-by-side format, makes it possible to efficiently resolve any challenge to the translation without a need to search through a recording to locate the original utterance in order to compare it to the translation.

An accurate transcript of all foreign-language content is essential because a defendant has the right to confront the evidence and participate in his own defense. By having access to the transcript and the recording from which it was derived, a non-English-speaking defendant can determine whether the transcript accurately corresponds to the recording, even though he may not be in a position to evaluate the accuracy of the translation.

■ **All audible content must be transcribed, unless it is unintelligible.**

Translators have an obligation to provide an accurate and complete rendering of what they hear. The transcript must be faithful and impartial, including hesitations, false starts, truncated words, repetitions, mispronunciations, background conversations, and side conversations. The translator cannot add, omit, or edit content. Simultaneous or overlapping utterances also must be transcribed.

To produce a faithful transcript, the translator must listen to the source recording in its entirety at least once to grasp the overall tenor of the conversation. Next, using foot-activated transcription equipment or software keyboard control, the translator begins to write down every word, syllable, or sound heard on the recording. Additional, repeated listening to particularly difficult segments is necessary to discern individual utterances until meaning becomes more comprehensible. Different combinations of auditory conditions and techniques must be explored — e.g., modifying volume, tone, speed, and equalizer (EQ) adjustments; changing one’s relative distance from the source; using alternative reproduction equipment or software; listening at different times of day or after a rest period; and listening while driving or performing other tasks. These techniques in cumulative fashion contribute to maximum comprehension of the perceived sounds. A final review is done

by playing the tape at normal speed with standard EQ settings to avoid any distortion. The translator must learn to gauge when he or she has reached the point at which little additional meaningful content can be gleaned with the expenditure of more time.

Not everything in a forensic recording is comprehensible speech. A recording may also contain interruptions, silences, pauses, background noises (such as radios, television, children playing or crying, static, or street sounds); as well as unintelligible speech or utterances that are incomprehensible, but which can be phonetically reproduced. Every sound or prolonged lack of sound must be accounted for in a forensic transcript. This is accomplished by using consistent, clear, standardized abbreviations which are listed on the transcript cover page. (See Appendix 1.)

■ **To ensure accuracy and completeness, non-verbal content is accounted for if necessary.**

Juries are frequently instructed that the recording itself is the evidence, and the translated transcript is just an aid to understanding. Nevertheless, in some jurisdictions, a judge may decide that jurors are not permitted to listen to or view forensic recordings; instead, the translated transcript is admitted as evidence. If the original videotape will not be shown in court, it may be necessary to include in the transcript general descriptions of visible gestures or occurrences. Such descriptions should be neutral, without additional qualifiers (e.g., “nods head” as opposed to “nods head affirmatively”). If the videotape itself will be shown, no visual content cues need be included in the transcript.

■ **Speakers are represented by standard markers.**

In creating a transcript, one of the translator’s primary tasks is to distinguish among different voices. A transcript would be of very little use if it consisted of continuous speech with no voice differentiation. The translator makes a careful attempt to distinguish all voices.

A client may request that the translator identify voices by noting the individuals’ names in the speaker column; however, generally a translator is not present during the recording and is not an expert in voice recognition. The science of voice recognition or voice identification is a separate, sophisticated field of expertise based on aural and spectrographic analysis by a trained examiner.

Standard practice is for translators to separate and label voices, distinguished by gender and order of appearance. Customary designations are “MV” (male voice) or “UM” (unidentified male); and “FV” (female voice) or “UF” (unidentified female), followed by a number indicating the voice’s sequential appearance in the recording (MV1, MV2, MV3). Such markers are listed as abbreviations on the first page of the transcript. If the translator has a doubt regarding voice or gender, an indefinite label such as “UV” (unidentifiable voice) may be used, with a disclaimer on the transcript cover page, such as “*Speaker labels represent the translator’s best effort to differentiate voices.*”

If a client demands that a transcript reflect speakers’ names or descriptions other than as above, the translator should note on the transcript cover page “*Voice attributions herein were provided by someone other than the translator.*” If the number of different voices

is so great that numerical designations would cause considerable confusion for the reader, the translator may consider other means of indicating different speakers. Those choices should be explained and defined in a translator's note on the transcript cover page.

#### **Translation of the Transcript:**

■ **All foreign-language content is translated. Any English-language content in the original is maintained and identified as such in the transcript.**

The translation process begins after the transcript is complete and finalized. The translation should: (1) be accurate and complete; (2) be natural and idiomatic, where appropriate; and (3) faithfully reflect the register, style, and tone of the original. Conversational, impromptu speech is typically rich in regional variations, slang, idioms, and culturally-bound language which varies among socio-cultural groups. For an accurate translation, consultation with colleagues and in-depth searching through Internet sources and specialized dictionaries or glossaries may be required. The translation should always be finalized while listening to the original audio source, since intonation and non-verbal cues affect a translator's understanding and choice of words.

After the translation is finished, it should be reviewed at least once more to: (1) verify that all final changes have been incorporated, and (2) check for consistency in terminology, labels, symbols, notes, and abbreviations.

Any speech originally uttered in English is reflected in the translation, in the same sequence as it occurred in the conversation. English-language original utterance is distinguished from translated text by a different font, either italics or underlining. The chosen method should be indicated in a translator's note at the top of the column or in the list of abbreviations on the cover page. (See the sample in Appendix 1.)

■ **Terminology research is documented for future reference in case it is needed for expert testimony.**

Time between project inception and the introduction of a transcript at trial can run into months or years. It is critical for a translator to keep clear notes of procedures used and sources consulted for each transcript so that information and references can be easily accessed in preparation for expert testimony. Clients should allow translators to refresh their memories and review a work product before testifying, so that it can be accurately and appropriately defended.

#### **The final product:**

■ **With the client's permission, the translator may consult with others in the process of finalizing the transcript.**

It is the translator's responsibility to use best judgment in completing the assignment. However, feedback may be considered and carefully evaluated. Persons with intimate knowledge of the language or the case may provide details that further assist the translator in comprehending distorted sound or ambiguous utterances. It should be understood, however, that the translator can include in the final product **only what he or she actually hears** in the source recording.

■ **The translator must maintain the chain of custody of the work product and source material(s).**

Just as chain of custody is maintained for other evidence, a translated transcript has the same requirements. Observing a strict chain of custody will ensure that when a translator is shown a transcript and the accompanying source media, s/he will readily be able to identify the document as his or her work, and the media as the source from which it was generated. Both should bear the translator's identifying marks and the date of submission. If recordings and work products are submitted to a court electronically, the client should verify with the translator that the materials are, in fact, the same as those used to create the transcript.

#### **Conclusion**

The aforementioned practices are designed to guarantee an accurate work product that can withstand the rigors of the adversarial system. However, transcript translation remains an area that is not uniformly regulated in courts nationwide. It falls to the translator to develop expertise, implement ethical practices, and educate all those involved in the process. Tape transcription and translation should be done in accordance with the same professional and ethical standards established for court interpreting, in addition to the standards and protocols outlined in this position paper. Further materials will be made available in NAJIT's Translation and Transcription Manual, currently in development.

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*Note:* All interpreters who contributed to this position paper hold either federal or state certification.

*Additional reference:* "Onsite Simultaneous Interpretation of a Sound File is Not Recommended," NAJIT position paper, available at [www.najit.org](http://www.najit.org).

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**Appendix 1**

FILE NAME.doc

**SAMPLE TRANSCRIPT**

(Three-column Format)

**Tape No:****Call No.:****Date:****Time:****Participants:** [ information filled in by prosecutor ]**ABBREVIATIONS**

MV1 = Male voice 1 [Voz masculina 1]

MV2 = Male voice 2 [Voz masculina 2]

FV = Female voice [Voz femenina]

[U/I] = Unintelligible [I/I] = Inintelligible

[PH] = Phonetic [F] = Fonético

[xx] Translator's notes [Anotaciones del traductor]

*Italics* = Originally spoken in English [En inglés en la versión original]

	Speaker	Transcription	Translation
		[principio de la grabación]	[beginning of recording]
		[suena el teléfono]	[telephone rings]
1	MV1:	Bueno. ¿Pancho?	Hello. Pancho?
2	MV2:	Ey, soy yo. Vente rápido a Nolasvil	Yeah. It's me. Come quick to Nolasveel [PH] and
3		[F] y tráete al Burro contigo. [I/I].	bring the Burro with you. [U/I].
4	MV1:	Ándale, pues. <i>Hurry up.</i>	Okay, then. <i>Hurry up.</i>
5	FV:	[Al fondo] Está loco Juan. [I/I].	[In background] Juan is crazy. [U/I].
6	MV2:	[I/I]. <i>Bye.</i>	[U/I]. <i>Bye.</i>
		[Fin de la grabación]	[End of recording]

**Certification**

I, {Translator's Name} certified by \_\_\_\_\_ for Spanish-English court interpreting {No. XX - XXX} [or: licensed by \_\_\_\_\_ {No. XXX}] hereby declare that the \_\_\_\_\_ page document identified as [File Name] is a true and correct transcript and Spanish to English translation of the original recording provided to me. The transcript and translation are accurate to the best of my knowledge and belief. I further certify that I am neither counsel for, related to, nor employed by any of the parties. I have no financial or other interest in the outcome of any action related to this translation.

{Translator's Name}

State, County



## NAJIT 30TH ANNUAL CONFERENCE

### KEYNOTE SPEAKER: JUDGE RONALD B. ADRINE

Judge Ronald B. Adrine is a life-long resident of Greater Cleveland. He is a graduate of Fisk University and the Cleveland-Marshall College of Law. He was admitted to the practice of law in the state of Ohio in 1973.

Judge Adrine served as a criminal prosecutor with the Cuyahoga County prosecuting attorney's office and engaged in the private practice of law with his father, the late Russell T. Adrine. He also served as senior staff counsel for the U.S. House of Representative's Select Committee on Assassinations in Washington, D.C.

Judge Adrine was originally elected to his present position as an associate judge of the Cleveland Municipal Court in November of 1981. He has been re-elected four times, without opposition, to full six-year terms, most recently in November of 2005. In December of 2008, he was elected by his peers to lead the Cleveland Municipal Court as its administrative and presiding judge.

The judge is active in both professional and civic organizations in the community. He has been a member of over 50 organizations, serving on the boards or advisory boards of more than half of them, frequently as an officer.



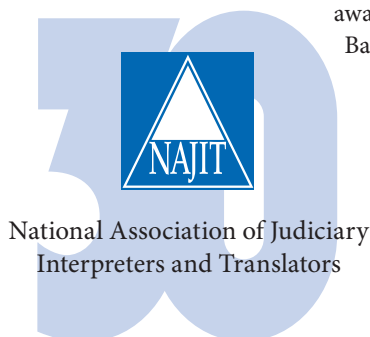
The judge chaired the Cuyahoga Election Review Panel, which examined the failures, over a ten year period, of the Cuyahoga County election system, and made recommendations to government officials for positive change.

He served as a member of former Governor Richard F. Celeste's Task Force on Family Violence and on the victim assistance advisory boards of three successive Ohio attorneys general.

He is a nationally known expert on issues surrounding domestic violence and is co-author of "Ohio Domestic Violence Law," published by West Group. He currently chairs the Family Violence Prevention Fund and co-chairs the National Judicial Institute on Domestic Violence Advisory Board.

He chaired the Ohio Commission on Racial Fairness, a joint initiative of the Ohio State Supreme Court and the Ohio State Bar Association, which examined the legal system's treatment of historically disadvantaged racial minorities in Ohio.

For his contributions to the legal profession, the judge was awarded the 2000 Ohio State Bar Medal, the Ohio State Bar Association's highest honor. ▲



### IDEAL TIME TO JOIN A COMMITTEE

As we head into our 30th year, NAJIT members will use the annual conference as a time for reflection, celebration, and renewal. NAJIT has much to be proud of in the last 30 years, and each year conference-goers are filled with energy and ideas to move the group forward. While the NAJIT conference provides attendees with significant educational value and networking opportunities, it also serves as a time for members to consider expanding their contribution to the organization.

One of the best ways for a member to help move the organization forward is to serve on a committee. The conference is the ideal time to meet other committee members, speak with the chairs of each committee, and decide which committee is right for you.

The following outlines the work of some of our committees. The annual conference is the perfect time to ask questions of the com-

mittee chairs, who will be identified with a special ribbon on their name tags.

#### Advocacy Committee

*Chair: John Estill*

The role of the advocacy committee is to monitor and analyze public policy, legislation, government initiatives, and press coverage related to our profession. Also, advocacy committee members engage in outreach to bring visibility to the profession of court interpreting and translating, and to improve awareness of issues related to the profession. In the past year alone, advocacy has taken on several English-only bills, supported our colleagues in Iraq and Afghanistan, fought for necessary funding for our profession, and highlighted incorrect practices in the interpreting

> continues on next page

**JOIN A COMMITTEE** *continued from page 9*

and translating field. This committee is perfect for anyone who is engaged in current events affecting the profession.

**Annual Conference Committee**

*Chair: Lois Feuerle*

The conference committee helps headquarters organize the annual conference. Committee members identify and recruit the best speakers, select entertainment options, perform outreach to local groups and colleagues, and work with other committees to make the conference a success. If you are the "party-planner type" you will be a great addition to the conference committee.

**Bylaws and Governance Committee**

*Contact: Lois Feuerle*

Are you detail-oriented, and interested in improving NAJIT's efficiency? The bylaws and governance committee considers changes in bylaws, policies, and procedures, with the goal of strengthening NAJIT governance. This year, NAJIT has proposed amendments to change the role of organizational membership as a way of expanding our reach to more professionals in the field. If you have ideas on how to improve the bylaws and policies of the organization, please consider joining this group.

**Community Liaison Committee**

*Chair: Rob Cruz*

The community liaison committee is great for outgoing and active members who are interested in promoting NAJIT to organizations with similar and overlapping interests. The community liaison committee not only does outreach to other associations and government entities, but works closely with colleges and universities with translation and interpretation programs.

**Elections Committee**

*Co-Chairs: Albert Bork and Joyce García*

The elections committee helps to ensure a smooth elections process.

**Membership Committee**

*Co-Chairs: Catherine Jones and Rosabelle Rice*

The membership committee helps to increase awareness of NAJIT in the interpreting and translating communities, as well as to recruit new members. The membership committee also works to maintain a dialogue with new members to ensure that they are taking advantage of all the benefits of NAJIT membership.

**Nominations Committee**

*Chair: Susan Castellanos Bilodeau*

Are you able to identify a few rising stars in NAJIT's membership? If so, the nominations committee needs you. While a significant amount of the work of the committee is spent on reviewing candidates to the board, and communicating information to the membership, the nominations committee also works to identify dedicated members who would serve the NAJIT board effectively. ▲

## CONGRATULATIONS To NAJIT SCHOLARS

*chosen to attend 30th annual conference*

**Anna Stout**

Mesa State College

**Gloria Keller**

University of Denver, University College

**Jeanette Zaragoza-De León**

Rutgers University

**Mary Lee Behar**

Southern California School of Interpretation and  
University of California, Los Angeles (UCLA Extension)

**Paola Martinez**

University of California, Los Angeles (UCLA Extension)

**Soraya Alamdari**

University of California

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## THIRTY YEARS: A HISTORY QUILT

**F**or our thirtieth anniversary edition, Proteus put a call out for members and former officers to reflect on the early days in the field and the growth of the association. Here are the responses.

### Holly Mikkelsen

On the occasion of NAJIT's 30th anniversary, I've been asked to contribute a piece to the "history quilt." I'm often asked why I decided to publish interpreter training materials, and because the seeds of that idea were planted about thirty years ago, this seems like a fitting topic for our anniversary edition.

I graduated from the Monterey Institute of Foreign Studies (now the Monterey Institute of International Studies) in 1976, and immediately began working as a court interpreter. The training we received at Monterey was geared more towards traditional conference interpreting, but I didn't have the requisite third language to break into the conference market, and there was a demand for interpreters in the courts and state administrative agencies in central California, where I wanted to live. After enduring the humiliation of being challenged by bilingual attorneys on the grounds that my interpretation was inaccurate (which it was, in many cases), I realized that a different kind of training was needed for interpreters who were going to work in legal settings. I wanted to spare future colleagues the ordeal of having to completely rethink their approach to interpreting as they were initiated into the rigors of adversarial justice. Instead of focusing on global diplomacy and speeches made by delegates at international conferences, students would need to learn about the criminal justice system and the role of the interpreter in court proceedings. Instead of practicing consecutive interpreting of after-dinner speeches and simultaneous interpreting of addresses to the United Nations General Assembly, they needed to learn to interpret testimony by street thugs, cops, janitors, and store clerks.

As a part-time instructor at Monterey, I began gradually to incorporate court-related materials into my regular classes in consecutive and simultaneous interpreting, and collected glossaries of specialized terminology in areas relevant to court proceedings, such as firearms, drugs, and forensic pathology. At about that time (1978), California passed a law requiring certification exams for court interpreters, which prompted the interpreters in Los Angeles to form study groups and develop training materials. I joined the California Court Interpreters Association (CCIA) and later the Court Interpreters and Translators Association (CITA, NAJIT's predecessor), and read their publications avidly. I attended every conference and workshop I could and collected materials from them. As demand increased, I began offering short courses in court interpreting at the Monterey Institute.

Every time I gave a course, I photocopied all the glossaries, court documents, scripts and other materials I had either obtained in workshops or developed myself. Over time, this became a rather cumbersome, paper-intensive effort. I also got tired of mailing packets of materials to former students who had lost all their hand-outs from the course and now wanted to prepare for a test or teach a course. So I put together everything that wasn't protected by copyright, retyped it into a uniform format, and put it into a three-ring binder that would be easy to mail and even — gasp — *sell* to people. My husband, Jim Willis, was a technical writer and editor, and he helped me with the formatting and production of what we decided to call *The Interpreter's Companion*. He also did the illustrations that are such an important part of the book. In fact, if it weren't for Jim, I don't think any of the books would exist, because I've never had the expertise or the time to devote to the publishing end of the business.

Another question I'm often asked is where the name ACEBO comes from — whether it was an acronym and what it stood for. Actually, it isn't an acronym at all — it's the translation into Spanish of the word *holly*. We had been using ACEBO as a business name for my translating and interpreting work and for Jim's technical writing and editing service, so it made sense for ACEBO to publish *The Interpreter's Companion* as well. *The Companion* was soon followed by *The Interpreter's Edge*, a compilation of all the practice scripts and texts I had developed for my courses. The first edition of the *Edge* was also in a three-ring binder, accompanied by cassette tapes recorded under amateurish conditions (complete with motorcycles roaring and my elder son's piano practice in the background).

Over the years, we updated and improved the production quality of the books, often incorporating suggestions from users. We were contacted by interpreters in other languages who wanted to know if such materials existed in anything other than Spanish, and many of them offered to develop manuals in their languages based on the model we had created. There are now equivalent versions of *The Interpreter's Edge* in eight additional languages, and *The Interpreter's Companion* is also available in Russian. Courses are being taught all over the United States, and even in other countries, using the ACEBO books as a basic text.

The greatest thrill for me is to attend a conference somewhere and have an interpreter come up to me and thank me for the ACEBO materials, which he or she used to pass the certification exams. When I first came up with the idea to put all my glossaries and texts into a single binder, I had no notion that they would end up being used so widely. It is gratifying and humbling to see how well they've been received.

*> continues on next page*

**THIRTY YEARS: A HISTORY QUILT** *continued from page 11***Dena Millman** (formerly Dena Kohn)

The first meeting of CITA occurred in 1978 or 1979 in my living room at One University Place in New York. I remember that David Fellmeth, a state court supervisory interpreter, was there, as were Spanish freelancer and conference interpreter Maria Elena Cárdenas, Russian freelancer Valerii Schukin, and myself. Sara García-Rangel, another Spanish interpreter, became the first treasurer, but I don't recall if she was present at the initial meeting. The federal interpreters certification examination was not yet in existence.

When this very small group got together, we were seeking to establish some guidelines for court interpreters and especially a code of ethics. We realized there was no national organization for court interpreters, and in view of the new federal legislation, 28 USC 1827, known as the Court Interpreters Act, we thought the time was ripe to try and set up an organization. At first we were working strictly from a New York base since we were taking our baby steps. Later on, of course, it branched out to include so many members in so many states.

What I most fondly remember is the desire of everyone there, and others we spoke with who didn't come to the first meeting, but were with us in the spirit of our project, to raise the level of court interpreting to a profession. So many people, courts, agencies, and institutions saw interpreters merely as bilingual assistants. We felt that by creating an association, people in the justice system would begin to recognize the highly skilled nature of our work. We used AIIC as a basis for how we wanted to be recognized, and discussed how many European systems treated legal interpreters as highly-regarded and well-paid professionals. Our earnings at that time reflected the general notion that interpreters were a step up from bilingual janitors; we were earning something like \$55 a day to interpret. Our belief was that establishing an association was the first step toward raising consciousness about interpreters as the full fledged professionals they are.

[CITA co-founder; former vice president and president]

**Sara García-Rangel**

CITA was formed with the idea of bringing together all interpreters who had passed the federal exam, with the idea that we would bring up the knowledge and skills of others in the craft, in the manner of trade guilds. María Elena Cárdenas insisted on that. At the beginning, efforts concentrated on training and education, and a committee was formed for drafting a code of ethics. It was considered a New York group and then the name was changed to indicate that we meant to embrace interpreters from all states. Lately, efforts have moved more to advocacy.

[Former treasurer, CITA]

**Dagoberto Orrantia**

*"They're putting down their names, whispered the Gryphon, for fear they should forget them before the end of the trial."*

Your invitation to think back to the early days makes me feel like the a juror in *Alice in Wonderland*: because I didn't write them down, details about those early years are lost in the river of time. But I recall that 1980 was the year in which Alicia Pousada's 1979 article, *Interpreting for Language Minorities* introduced me to the world

of court interpreting. I needed to learn about it fast, because I was assigned to teach court interpreting that fall. I posted a call for help in what in those days was our web: a newsletter called *La Red/The Net*; Alicia graciously replied with a photocopy of her article.

That fall, a colleague suggested I invite a practicing interpreter to address my class, and Fausto Sabatino came from the Bronx to tell us about the federal certification exam. My colleague Richard Palmer, whom I invited to Fausto's lecture, took the federal exam the following year and began working as a freelancer under Dena Millman and Mirta Vidal in the federal courts in New York. He introduced me to them, to María Elena Cárdenas and to other organizers of CITA.

At the time I still saw myself as a literature professor. I took the federal examination in 1982 but did not start working in the courts until 1983. By then my friend Helena Quintana, who had also read my call for help in *La Red*, had put me in touch with José Varela Ibarra, and he invited me to participate at a conference he was organizing in California. There I met Janis Palma, and through her, after that year I became more involved with CITA.

[Founding editor of *Proteus*; NAJIT Life Member]

**Richard Palmer**

I began working as a freelance interpreter in the Southern District of New York in 1981. Dena Millman was the chief interpreter. The federal certified rate was \$175 a day. We worked without equipment, and one of the most difficult tasks was hearing the speakers who did not use microphones and were positioned far from us, often speaking with their backs turned to the interpreter. At the time, my main profession was teaching Spanish at John Jay College of Criminal Justice.

Through my experiences in court, I prepared glossaries and other materials for a course in court interpreting at the college. At first, it met with opposition from the law department, but I finally convinced them that I would not be teaching law, although it was necessary to use legal material to practice the techniques of court interpretation. Both Professor Dagoberto Orrantia and I were able to introduce courses at John Jay which we taught for many years. We also gave classes to state court interpreters under the auspices of the New York state court administration. I believe our courses were the first of their kind on the east coast.

In 1992, Dagoberto and I had a lot of discussions about potential names for NAJIT's quarterly bulletin which was just getting off the ground. At first we thought of *El Gerifalte*, the gerfalcon, a bird native to Siberia that lives off gazapos (in Spanish: rabbits, and also linguistic errors). Later, we decided that *Proteus*, the god of infinite changes, was more appropriate for interpreters, who had to adapt to each new speaker's manner of expression.

I cherish the memories of those wonderful years between 1981 and 1993 as I live in retirement in San Juan, Puerto Rico through the winter and in Franklin, Pennsylvania in the summer.

**Nancy Festinger**

I was a French major who got interested in Spanish because beginning in the 1970s, I could hear people everywhere in New York speaking Spanish. That made me pay attention. My ear didn't want to miss anything.



In 1980 I returned to New York after living in Spain for a year. I had read a book I wanted to translate, *Los Topos*, a work of oral history by Spanish journalists Jesús Torbado and Manuel Leguineche about anti-fascists who had lived for twenty or thirty years in hiding in Spain in the aftermath of the civil war. By a stroke of luck, another translator had just withdrawn around the time I called the publishing house. Miraculously, they hired me, though I had no experience. For the next six months, I translated. It was absorbing and painstaking work, and while I would have liked to keep translating books, the pay was nowhere near a living wage.

During that time, I was thumbing through an adult education course catalog from a local college, and noticed a class called “Court Interpreting: An Alternative Career for the Bilingual Individual.” Sounded interesting. I especially liked the word “alternative.” Anything that wasn’t a conventional job was immediately appealing. I signed up.

Five students were in the class, all women as I recall. The two teachers were Dena Kohn, a federal freelancer who later became the first chief interpreter in the Manhattan federal court, and David Fellmeth, a supervisory interpreter at the Manhattan criminal court, at 100 Centre Street. In class we learned about simultaneous interpreting, criminal proceedings, the idea of register, and the new federal certification examination which was just getting off the ground. We did a courtroom observation, and practiced some rudimentary skills by working with the same passage over and over until we could do it well, to get the feel of what fluid interpreting was like. My teachers encouraged me to continue, and when the course was over, David suggested I approach the Bronx Supreme Court to see if they needed any summer substitutes. At the time there were no screening exams; I talked to someone for ten minutes and was told to show up for work the next day. The summer turned into a whole year: I was in court every day, listening to others and doing trials myself. Interpreting was mentally challenging; I loved listening to people speak; courthouse action was constant; cases were varied; my colleagues were from all over and fun to be around. I was hooked.

In 1982 I took the federal exam and when I passed, my daily rate automatically went from \$55 to \$175. To celebrate, I took a trip to Paris. Then I began working as a freelancer under Dena Kohn and Mirta Vidal in the southern and eastern districts of New York. I was introduced to team work and electronic equipment, which Dena had fought hard to establish. Multi-defendant federal drug trials were booming; a freelancer could find work nearly every day. Almost right away, Dena and David drafted me as secretary for the nascent CITA. I answered inquiries, licked envelopes, sat in on the planning sessions for annual meetings, typed up the monographs, and generally helped with whatever needed to be done. It seemed that every time a holiday rolled around, there was pressing CITA business to take care of. Mainly there was a lot of *esprit de corps* (also known as wishful thinking) and it was catching. Everyone around me was so determined to put court interpreting on the map, and the only way to achieve that was by working together. Once I started, I never stopped, influenced by a group of dedicated people seeking to raise the standards and profile of the profession. We were colleagues and also good friends.

Eventually it became obvious that we could no longer handle the

association’s work by relying on volunteer personnel. That led to the major step of NAJIT hiring a management company to help administer association affairs. Our output increased exponentially then.

Thirty years later, it is easy to see how our collective efforts bore fruit. So long as there are legal interpreters united by a love of the job and a desire to see it well respected, NAJIT has a major role to play. [Former president; NAJIT Life Member; editor, *Proteus*]

### Janis Palma

I first heard about CITA sometime in 1983 or 1984 during a training activity for staff interpreters sponsored by the Administrative Office of the U.S. Courts. Dena Kohn was one of the presenters. She headed the interpreters office in the Southern District of New York, and was one of CITA’s officers. I was a staff interpreter in Brownsville, Texas, together with Victoria Funes and Fred Kowalksi. Learning that there was a professional association we could join, and that could help us, was like being a castaway on a stranded island and seeing a ship coming to the rescue. I immediately joined, and even created a local chapter with its own newsletter. It was fun. It helped us feel connected to the rest of the nation. But it did little to improve our working conditions in the Southern District of Texas at the time. And we knew certain things just were not right.

Eventually Vicky moved to Chicago and I moved to New York. I became actively involved in CITA and its early newsletter, *Citations*. The newsletter was typed, artwork was cut-and-paste with scissors and glue, and getting it copied, stapled, folded, and mailed was a labor of love. We had little or no money. I’m pretty sure membership dues were under \$25 a year, and we had fewer than 100 members. The organization had four officers. Everyone else involved with CITA worked with exemplary dedication to help our organization — and our profession — grow.

We were all volunteers, mostly those of us who worked in the Southern District at that time as staff or freelance interpreters: Sara García-Rangel, Nancy Festinger, and Dena Kohn are a few of the people I remember toiling over the issues of *Citations* and the monograph series that CITA published on a number of topics of interest to the profession. There was next to nothing available in print for court interpreters’ professional development at that time. Everything, no matter how small, was welcomed with open arms.

Meetings back then were held at New York City restaurants, which made it difficult for members from elsewhere to attend. There was a generalized perception around the country that CITA was a New York-based organization only for federally certified interpreters. As I became more committed to the organization, I made it a point to dispel these misconceptions everywhere I went to conduct training or attend meetings with other organizations. CITA, CCIA (the California Court Interpreters Association), and ASI (American Society of Interpreters) based in Washington, D.C. were the main contenders to take up the mantle of being the national association for judiciary interpreters in the U.S.

CITA’s membership grew slowly but consistently. I remember when an interpreter joined from Spain, Ana Sofía Esteves, who is still a NAJIT member, and that fact alone was a great source of pride for all of us.

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**THIRTY YEARS: A HISTORY QUILT** *continued from page 13*

Sometime in the late 80s, CITA managed to hold its first annual meeting outside of New York. Around 60 people attended, and we considered that an absolute success. I remember two of those, one in New Orleans and one in Santa Fe, New Mexico, before CITA became NAJIT.

During the early days of federal certification, some professional associations followed the AIIC exclusionary membership model. This model may have been considered and discussed once during an early CITA officers meeting, but it was quickly dismissed. When training and educational activities and materials were still in short supply, the inclusionary rather than exclusionary philosophy embraced by CITA and then NAJIT was the idea that the more people we could reach and train, the more we could raise the standards — and prestige — of our profession.

NAJIT's growth, from the days when we all sat in someone's living room to hand-fold and lick individual stamps for mailings, to the current day, has certainly surpassed our wildest hopes and dreams. I never imagined we would have a professional management group, although we always dreamt of having a little office somewhere. I never would have imagined that NAJIT would develop its own professional credentialing process, although we did fantasize about standardizing training and continuing education, not just in Spanish, but in as many languages as possible. And while we always hoped someone somewhere would listen to our opinions, I never fathomed NAJIT would grow to be the influential voice in public policy issues that it is nowadays.

NAJIT has never been a mammoth organization, and probably never will be. But because NAJIT belongs to all of us, NAJIT's accomplishments belong to all of us, too. And every one of us has cause to celebrate NAJIT's 30th anniversary. Cheers!

*[Former president; NAJIT Life Member]*

**Victoria Vásquez**

Interpreter training was hard to come by thirty years ago and many interpreters were isolated in rural areas. Even in big cities, there were scant opportunities for training.

*Fundamentals* came about as a result of the experiences Dr. Roseann González and I had, starting in 1985, in administering the AOUSC federal court interpreter certification project at the University of Arizona. Among other responsibilities, the project assisted candidates in achieving federal certification. Over and over again, we answered hundreds of questions on interpreter policy, law, and the practice of court interpretation. It dawned on us that it would be better if we documented those answers in a book: then there would be a resource that contained all of our knowledge.

We undertook what turned out to be a herculean task, to write the first academic textbook on court interpretation. At the time, no textbooks existed on the subject. Dr. González and I wrote the prospectus, decided on the book's philosophy of promoting access to courts, and designed the chapters. We decided that the authors and consultants, the literature reviewed, and the topics treated needed to reflect a multi-disciplinary approach embracing linguistics, testing, law, psychology, and interpreter education and practice. This infused *Fundamentals* with many different perspectives.

It was an enlightening period. Holly Mikkelsen, Dr. González,

and I had long discussions and decided that *Fundamentals* should document best practices because that would optimize the chances of informing and elevating professional practice. Thus, *Fundamentals* gave birth to standards such as "legal equivalence," which brought new understanding regarding the level of proficiency required for competent practice. And *Fundamentals* gave us a chance to create the most extensive chapter on interpreter ethics ever written. For three years, the primary authors spent almost every evening, weekend, and holiday away from our families and personal lives writing, often after a 10-hour work day. Contrary to popular belief, we did not get rich from *Fundamentals* because we used book advances to fund author and consultant travel, buy academic materials, and pay assistants.

I fondly remember spending hundreds of hours talking to Summer Institute for Court Interpretation students and surveying colleagues, many who have since departed this life or profession. We learned from master interpreters — Dr. Linda Haughton, Dr. Sofia Zahler and Frank Almeida, our consultants — whose contributions were invaluable. Those discussions enriched and enlivened *Fundamentals* with real life examples and wisdom.

We thought we would never see the light at the end of the tunnel as we spent countless hours editing *Fundamentals* at Dr. González's home. To the unsung editorial heroes in this process, Bob González and John Bichsel, we remain eternally grateful. Finally, we could not have written *Fundamentals* without the visionary and generous contributions of Mrs. Agnese Haurry, who believed in the need for this textbook. She supported our efforts not only financially, but more importantly, by lending her encouragement and moral support.

Since its publication, *Fundamentals* has allowed for the development of courses and programs that could not have been created without a textbook in court interpretation. Judges who read the book finally understood that interpreters were professionals. Many publications that followed were modeled on *Fundamentals*. It was put on the shelves of law libraries across the nation. Its best practices principles have helped to standardize practice in the United States and abroad. Most importantly, it has elevated the interpreters' credibility as a legitimate actor in the legal system.

Only those who actually worked on *Fundamentals* know the sacrifices that went into its creation; but it's been worth it to see the progression of the profession. We have always believed in sharing our knowledge with anyone who asked; *Fundamentals* is a testament to that value. We hope we have inspired others to share their knowledge, too. For the authors and consultants, *Fundamentals* was a labor of love and our gift to the profession.

Much time has passed and many developments have unfolded since *Fundamentals* was first published. The authors are embarking on writing a new edition scheduled for 2010 publication. I am eager to see the next evolution of the profession and hope that *Fundamentals II* will play a significant role.

*[Currently the author is director of interpreting services for Arizona Superior Court in Tucson, Arizona.]*

**Meir Turner**, Hebrew interpreter

Back in 1988 when NAJIT was in its infancy and I became a full-time freelance interpreter and translator, any person with some knowledge of a foreign language could walk off the street and get

*> continues opposite*

# CHRONOLOGY: THREE DECADES OF COURT INTERPRETING

**1971** | California Court Interpreters Association founded.

**1974** | California amends Constitution to guarantee the right to an interpreter in criminal proceedings.

**1978** | October 29, 1978, the Court Interpreters Act, Public Law 93-539, is passed by both houses of Congress and signed into law by President Carter. CITA, the Court Interpreters and Translators Association is founded in New York City "shortly after the passing of the Court Interpreters Act... Its purpose is to bring together all court interpreters and legal translators throughout the United States in order to further professional standards and to obtain uniform high caliber performance, as well as professional recognition." (1982 Yearbook). María Elena Cárdenas is first president.

**1979** | January 26, 1979: Court Interpreters Act and its temporary regulations enter into effect. First administration of California certification exam in 8 languages.

**1980** | Federal court interpreter certification examination in Spanish is offered for the first time. New York develops civil service exam for court interpreters.

**1981** | First membership directory published. The 55 members came from 10 states, plus Puerto Rico and Canada. In December, first CITA symposium in NYC on court interpreting ethics and practice. Later published as monograph #3, *The Judicial Community Looks at Court Interpreting: Four Viewpoints*.

**1982** | CITA holds annual dinner in NYC. Speaker is Carlos Astiz. Second monograph published, *Language Barriers In the Criminal Justice System: A Look at the Federal Courts*, by Carlos A. Astiz.

**1983** | In summer, an interpreter training workshop is conducted by Dena Kohn. CITA holds annual dinner in NYC. President is David Fellmeth. Monograph #4 is published, *Documents are a Court Interpreter's Best Friend*, by Alicia Betsy Edwards. Monograph #5 is published, *Perspectives on Court Interpreting: State and National Levels*, by Jon Leeth, Carlos Astiz and David Fellmeth. First year of Summer Institute for Court Interpretation at the University of Arizona.

**1984** | CITA publishes monograph #6, speech by Hon. Kevin T. Duffy, USDJ. In April, second CITA symposium, *A Cross-Section of Interpreting Specializations*. Published as monograph #8, *Parallel Interpreting Professions*. November 1984, annual CITA dinner in NYC. Speaker is David DeFerrari, United Nations terminologist. UCLA offers certificate program in court interpreting.

**1985** | CITA publishes *Key Verbs for Court Interpreters, English-Spanish* by Nancy Festinger. CITA publishes monograph #7, *Equal Access to Justice for Linguistic Minorities: A Model for Policy Development – The NJ Approach*, by Robert Joe Lee. Senate bill to amend the Court Interpreters Act: S. 1853, the Court Interpreters Improvement Act of 1985. In May, CITA southwest chapter holds first symposium on court interpreting and legal translation, South Padre Island, TX. In December, last issue of *Citations Southwest*; the newsletter became *Citations*. Janis Palma is editor. NM begins testing court interpreters in Spanish. University of Arizona awarded contract to administer Spanish-English federal court interpreter certification examination. Nancy Festinger becomes CITA president.

**1986** | In November, CITA and the Center for Legal Translation and Interpretation Studies at John Jay College sponsor a round table on professional ethics. In December, CITA holds annual meeting in NYC.

**1987** | In January, federal certified rate rises to \$210 per day. New Jersey begins testing court interpreters in Spanish. Janis Palma becomes president.

**1988** | CITA publishes *Primer for Judiciary Interpreters* by Janis Palma. CITA becomes NAJIT by vote of membership. Newsletter is called *NAJIT News*. Mary Ellen Pruess is editor. In November, 10th annual conference held in New Orleans, LA. November 19, 1998: President Reagan signs the Judicial Improvements and Access to Justice Act, amending the Court Interpreters Act of 1978. The summary mode is no longer authorized. Pretrial and grand jury proceedings are specified as falling within purview of Interpreters Act. "Otherwise qualified" category of interpreters is created.

[> continues on next page](#)

## THIRTY YEARS: A HISTORY QUILT *continued*

a per diem assignment interpreting for N.Y. state civil or criminal court. NAJIT has played an important role in raising awareness amongst legal professionals about the value of competent legal interpretation. As a result, standards have been set, and examinations have been developed and administrated. *Proteus* has also dealt head-on with the issue of ethics and interpreting. On more than one occasion I had an attorney mention that an article s/he read in *Proteus* was a real eye-opener.

Happy birthday, NAJIT, and bravo to the board.

## Abdus Samad, Bengali interpreter

When I first started over 14 years ago, interpreting was seen as just being bilingual. Years of experience gave me the insight to know the difference between interpreting on a professional level and just being bilingual. Language is not the only barrier that we overcome. Navigating the culture barrier is equally arduous and challenging. If a joke in English doesn't seem funny in the target language, the interpreter has not necessarily failed. We have our limitations. ▲

**CHRONOLOGY** continued from page 15

**1989** | In November, 11th annual conference in Santa Fe, NM.

Washington state begins testing court interpreters in six languages.

**1990** | In November, 12th annual conference in San Juan, PR. Federal certification examinations expanded to include Navajo and Haitian Creole.

**1991** | In April, NAJIT-NJ chapter is created. Federal certified rate rises to \$250 per day. In November, 13th annual conference in Washington, D.C. A five-member board of directors will henceforth run the association. Samuel Adelo becomes chair.

**1992** | In January, Federal Trade Commission issues subpoena to Sam Adelo as part of a national investigation of all organizations of translators and interpreters. In January, first issue of *NAJIT-NJ News*, edited by David Mintz. Mirta Vidal becomes chair of NAJIT board. Winter 1992, *Proteus* publishes first issue, edited by Dagoberto Orrantia and Nancy Festinger.

**1993** | In Feb., NAJIT's 14th Annual Conference held in Tucson, AZ. The ninety members in attendance set a record. Announcement that Judicial Council (at federal level) has approved creation of new certification examinations in 10 new languages by 1999. Arlene Stock becomes first NAJIT Executive Director (1993-2002). November 1993, southwest regional conference in Austin, TX.

**1994** | 15th annual conference held in New York City. Annual dues rise from \$50 to \$75. The FTC formally informs NAJIT that it has closed its investigation. The Administrative Office of U.S. Courts announces written exam date for federal court interpreters of Cantonese, Mandarin, Korean, Arabic, Polish, Italian, Russian, Mien and Hebrew. (Certification process later halted.)

**1995** | National Center for State Courts founds multi-state consortium for court interpreter testing. In May, 16th annual conference in San Francisco, CA. NYU starts certificate program in court interpreting.

**1996** | David Mintz becomes chair of the board. He designs and builds NAJIT's website; [www.najit.org](http://www.najit.org), which goes live in March. In May, 17th annual conference in Miami, FL. The University of Charleston, SC begins to offer an M.A. in bilingual legal interpreting.

**1997** | María Elena Cárdenas, prime mover of NAJIT, dies in Miami. NAJIT online directory goes live. First listserve created. 501 (c) (3) status is achieved.

**1998** | 19th annual conference in San Antonio, TX. Christina Helmerichs D. becomes chair of NAJIT board. NAJIT joins ASTM to define standards in court interpretation. In July, a NAJIT workshop for court interpreters in Brooklyn, NY.

**1999** | In May, 20th annual conference in San Diego, CA.

**2000** | In May, 21st annual conference in Miami. 226 attendees. NAJIT certification project begins. *Proteus* is redesigned with color masthead and new format.

**2001** | In January, the federal court certification examination administration awarded to the National Center for States Courts in Williamsburg, VA. In May, 22nd annual conference in Chicago. The NAJIT Spanish-English interpretation and translation certification examination is pilot-tested during the conference.

**2002** | In May, 23rd annual conference in Phoenix, AZ. The oral component of the NAJIT exam is administered for the first time. In July, Ann G. Macfarlane becomes Executive Director. NAJIT headquarters move to Seattle, WA.

**2003** | In February, eastern regional conference held in NYC. In May, 24th annual conference in Nashville, TN. NAJIT publishes first position paper, *Information for Court Administrators*. Advocacy Committee created.

**2004** | In January, Mirta Vidal, past president and founding president of SSTI, dies in New York. In May, NAJIT silver anniversary, 25th annual conference in Denver, CO. Dr. Alexander Rainof becomes chair of NAJIT board. NAJIT publishes position paper, *Direct Speech in Legal Settings*.

**2005** | In May, 26th annual conference in Washington, D.C. NAJIT helps create the "I Speak..." language card to help law enforcement officers identify the language of non-English speakers they encounter. NAJIT publishes position papers, *Preparing Interpreters in Rare Languages and Summary Interpreting in Legal Settings*

**2006** | In May, 27th annual conference in Houston, TX. NAJIT publishes position papers: *Equal Access as it Relates to Translation and Interpretation; Language Assistance for Law Enforcement; Modes of Interpreting; Onsite Simultaneous Interpretation of a Soundfile is Not Recommended*.

**2007** | In May, *Resolution Condemning and Deploring Torture* is adopted by the membership at the 28th annual conference in Portland, OR. NAJIT membership reaches 1,100 members. Isabel Framer becomes chair of NAJIT board. Andy Ozols becomes Executive Director. NAJIT offers professional liability insurance coverage. NAJIT publishes position paper, *Team Interpreting in the Courtroom*.

**2008** | 29th annual conference in Pittsburgh, PA. Membership reaches 1300. Robin Lanier becomes Executive Director. NAJIT headquarters move to Washington, D.C. Federal certified rate rises to \$376 per day. Dr. Erik Camayd-Freixas, a federally certified Spanish interpreter, writes an essay critical of the legal process he witnessed while interpreting during an immigration raid at a meatpacking plant. *The New York Times* publishes the story. Dr. Camayd-Freixas goes before the House Subcommittee on Immigration, Citizenship, Refugees, Border Security and International Law. The essay and subsequent media attention create a spirited debate about interpreter ethics within the profession.

**2009** | NAJIT and the American Red Cross sign MOU to improve language access to LEP populations during disaster events. Federal certified rate rises to \$384 per day. 30th anniversary conference in Scottsdale, AZ. NAJIT publishes position papers, *Telephone Interpreting in Legal Settings; and General Guidelines and Minimum Requirements for Transcript Translation in Any Legal Setting*.





# How CITA BECAME NAJIT

Janis Palma

When CITA was chartered, the association was intended to be a national association for all court interpreters and translators. But in the early 80s, after federal certification began to be implemented, the field was wide open for one professional association to become the national voice for all court interpreters, and most importantly, for federally certified interpreters. California, having implemented certification exams for state interpreters before the federal courts developed their own exams, had a very strong state-wide association: the California Court Interpreters Association (CCIA). They offered training all over the state, which made membership very attractive for those who wanted to become certified or had recently become certified. There was very little training or education available at the time for judiciary interpreters. Many interpreters from states other than California joined CCIA, and the association was aggressively pursuing a national profile. In Washington, D.C., the American Society of Interpreters (ASI), a small organization of conference interpreters, also saw an opportunity to attract more members by incorporating judiciary interpreters into their ranks. These two organizations were CITA's competitors in the race to be the national association that brought together *all* court interpreters and became their unified voice, from coast to coast.

The name of the organization thus became very important. CCIA had the disadvantage of having *California* in its name, so either they had to give up their state identity, or overcome tremendous hurdles to convince potential members that they could assume a national identity. ASI did have *American* in its name, yet its membership requirements were very restrictive, thus limiting their own potential for growth. ASI required, among other things, that any new member be sponsored by one of the current members. Interpreters working in isolated parts of the country who did not know a current ASI member had little or no chance of joining.

CITA, on the other hand, was well positioned to expand beyond its base of operations in New York, where it was created and where many of its members lived. However, we had to overcome a common — and widespread — misperception that the association was a regional group, exclusively for federally certified interpreters. Court interpreters around the country were hesitant to join on account of these misconceptions. Yet, the CITA officers by the mid- and late 80s were convinced that CITA was the only viable professional association to unite court interpreters nationwide, and to serve their needs. New members kept repeating: "I didn't join before because I thought it was a New York group," or "I'm so happy I joined. I didn't do it before because I thought it was just for federally certified interpreters." We saw that CITA had a serious image problem. But we didn't have the means to set up a public relations campaign. How then to take the organization to the next

level? How could we disseminate the message that CITA was for every court interpreter and legal translator, not just those in New York, or those certified by the federal courts?

CITA officers discussed this problem extensively. During those years, the officers changed but the people looking for a solution to this dilemma were essentially the same: those who were always ready and willing to help out. The idea to change the association's name came up as a possible solution. Brainstorming led to several possibilities that were then presented to the membership for a vote. The criteria for the new name, however, were clear. It had to reflect the **national** scope of the association. It had to reflect that it was an association for both **interpreters** and **translators**. And it also had to cover the full scope of what interpreters did in the legal arena. "Court interpreter" did not seem appropriate anymore, because interpreters in legal settings worked in and out of court in a wide range of proceedings. Thus, the decision was made to use "judiciary" instead of "court" as part of the new name.

One of the names proposed was National Judiciary Interpreters and Legal Translators Association. And then we thought, "that's going to be hard to say: NJILTA." We played around with the elements in the name with an eye to the acronym we would end up having to use. We concluded that **judiciary** could be used for both interpreters and translators. And we found that having "association" after "national" would make the acronym easier to pronounce. We came up with three different combinations, put those in a ballot, and sent it to the members for a vote.

*National Association of Judiciary Interpreters and Translators* won. The results were disclosed during the annual meeting in Puerto Rico in the early 90s. And so, CITA formally became NAJIT. Of course, to this date no one knows whether to pronounce it Nay-jit or Naa-jit, but that's a small price to pay for all the benefits our new identity brought. Members who had previously stayed away because they thought they wouldn't be welcome poured in from every state. And competition or rivalry with sister organizations ended, with collaboration becoming NAJIT's hallmark.

Over the course of the last twenty-some-odd years, since the name change, NAJIT has grown exponentially, first under Mirta Vidal's leadership — who followed me as president — and then under the wise leadership of all the Boards of Directors that followed. After the name change, NAJIT also changed its governing structure. It had been that four officers were elected every certain number of years (a system that risked having a completely new set of officers all at once, who would be unfamiliar with many administrative aspects of the organization); the new structure was based on a Board of Directors with one Chair (and a rotating system designed to maintain continuity when new directors are elected).

> *continues on next page*

# WHERE HAVE ALL THE FEDERAL INTERPRETERS GONE?

Daniel Sherr

As NAJIT enters its fourth decade, one must wonder: why aren't more practicing interpreters dues-paying members? It would be hazardous to guess the total number of judiciary translators and interpreters currently working in the United States, but we do know that approximately 1,000 interpreters are federally certified in Spanish. Of these, only about 30% are NAJIT members.

If you are a thoracic surgeon, would you not want to be a member of the American Association for Thoracic Surgery? If you are an interpreter who works in the legal arena, would you not want to be affiliated with the premier judiciary interpreting association in the country? In my discussions with dozens of federal interpreters, this argument has not proved very convincing.

Some interpreters have specific gripes with NAJIT: they question the allocation of resources that went into the development of NAJIT's Spanish interpretation exam, saying the federal exam already existed as a competent arbiter of quality. Some criticize NAJIT's failure to take a position on certain issues, or they question the positions it has adopted. Others say NAJIT has failed to obtain better working conditions (read: more money) for

interpreters. Most of the unaffiliated federal Spanish interpreters I've spoken with say: "What do I get out of being a member? What can NAJIT do for me?"

Federal interpreters who work in major cities with established interpretation programs and staff interpreters usually have good working conditions. Most jurisdictions hire certified interpreters and employ teams for longer proceedings. However, for novice interpreters, or those who live in areas that traditionally have not hosted large concentrations of LEP persons, NAJIT is a professional life-line. With its position papers, workshops on interpreter protocol, and continuing education programs (note that federally certified interpreters do not have a continuing education requirement), NAJIT can truly be beneficial to interpreters in such situations.

I believe NAJIT has already been of service to federally certified interpreters. In recent years the Administrative Office of the U.S. Courts has always sent a representative to NAJIT's annual conference, providing a unique opportunity for interpreters to interact directly with interpreter supervisory personnel from Washington. The Administrative Office has said on more than one occasion that it views NAJIT as a special interlocutor. NAJIT played a crucial role in conveying interpreter concerns regarding the (in)famous contract to Washington, and when the Administrative Office convened a meeting to discuss the contract, it specifically requested the presence of a federally certified NAJIT member.

I think NAJIT can be an effective voice for federally certified interpreters by acting as a clearinghouse for their concerns. A necessary first step is for us to obtain the list of all federally certified interpreters. In the past, the Administrative Office sent such a list to all interpreters. Now, despite repeated oral requests, it refuses to do so. Nothing can prevent us, however, from compiling the list ourselves. We could end up with a list that is actually more complete than that of the government.

The other day I had a request for a Spanish interpretation assignment in Las Vegas. I checked NAJIT's on-line directory, where no Spanish interpreters were listed. Maybe there are federally certified interpreters in Nevada. Why aren't they NAJIT members?

With an online list of all federally certified interpreters, NAJIT would be able to rapidly communicate with the federal Spanish interpreting community. NAJIT members would be in a better position to recommend federal interpreters for jobs in other states. Surely this is one of several ways we could attract more federally certified interpreters to increase NAJIT's ranks. ▲

## HOW CITA BECAME NAJIT *continued*

Every one of these directors has worked hard to offer members what they need and want from their professional association. Each one deserves special recognition for their dedication to the profession's growth through the many activities NAJIT has sponsored, the training and education programs offered through the Society for the Study of Translation and Interpretation (SSTI) — another dream that came true under Mirta Vidal's leadership — and finally, the creation of our very own professional credential.

Some members have wanted NAJIT to function as a labor union. Fortunately, those who have volunteered their time and efforts to steer this organization into the future had a very clear vision. NAJIT is not a labor union, and has never attempted to move in that direction, one of the factors to which its success can be attributed. CITA, and now NAJIT, was created to fill a vacuum in an incipient profession. It was incipient back in 1979 and is now a well-established and respected integral part of the justice system in the United States. While there is still a lot of work that needs to be done, NAJIT has accomplished a lot more than any of us could have envisioned when it all started.

Happy anniversary, NAJIT! ▲

## NAJIT ADVOCACY IN ACTION

### RED CROSS AND NAJIT COLLABORATE

**N**AJIT Director Rosemary Dann and member Thelma Ferry represented NAJIT at the inaugural meeting of American Red Cross Partners in the field of disaster relief, convened at ARC Headquarters in Washington, DC, on April 14, 2009.

Eleven NGOs and FEMA Voluntary Agency Liaisons\* as well as ARC field workers shared information about their respective organizations, discussed successes and challenges encountered in national disaster relief operations, focusing on their participation in the 2008 hurricane season, and outlined recommendations on how to improve collaboration and coordination between organizations serving communities most vulnerable to the effects of disaster.

NAJIT and the American Red Cross have had an informal relationship since 2006, and recently signed a formal Memorandum of Understanding through which NAJIT will assist in locating interpreters and translators willing to volunteer their services to aid LEP populations in times of disaster. Ms. Ferry was a NAJIT volunteer interpreter in Texas during Hurricane Edouard last year. NAJIT and ARC are currently preparing FAQs which will be posted on our website explaining the procedures, time commitments and other pertinent information for potential volunteers. Most interpretation will be done telephonically, and the standard Red Cross training course will not be required of interpreters and translators.

Limited-English-proficient populations are among the most vulnerable, and they are at a particular disadvantage in obtaining information in preparation for, during, and in the aftermath of a disaster. NAJIT encourages all members to check both the NAJIT and ARC websites to learn more about opportunities to participate in humanitarian relief efforts. ▲



L to R: Thelma Ferry, NAJIT volunteer interpreter; Rosemary W. Dann NAJIT Director; Juliet K. Choi, Sr. Director, Disaster Partner Services, ARC

\* The participating organizations were: Boat People SOS; Community Emergency Preparedness Information Network (CEPIN)/Telecommunications for the Deaf and Hard of Hearing (TDI); Coordinated Assistance Network (CAN); FEMA Voluntary Agency Liaisons; HOPE Worldwide; Legal Services Corporation (LSC); National Association for the Advancement of Colored People (NAACP); NAJIT; National Council of La Raza (NCLR); National Disability Rights Network (NDRN); National Voluntary Organizations Active in Disaster (VOAD); Tzu Chi Foundation.

### Memorandum of Understanding between The American National Red Cross and the National Association of Judiciary Interpreters and Translators

#### I. Purpose

The purpose of the Memorandum of Understanding (MOU) is to document the relationship between the American National Red Cross (the "Red Cross") and the National Association of Judiciary Interpreters and Translators ("NAJIT"). This MOU provides a broad framework for cooperation between the organizations in providing language assistance to the non-English, deaf, hard of hearing and limited-English-proficient (LEP) populations with competent interpretation and translation services during disaster events in the United States.

It is important to understand the differences between the terms of interpretation and translation as it could impact the type of service being requested on a disaster operation. **Interpretation** refers to the process of *orally* rendering communication from one language into another language. Interpretation deals with *oral or signed speech*. **Translation** takes a written text from one language and renders it into an equivalent written text in another language, conserving style, tone and content. Translation deals with *written texts*.

#### II. Independence of Operations

Each party to this MOU will maintain its own identity in



American Red Cross



The National Association of Judiciary Interpreters and Translators

providing service. Each organization is separately responsible for establishing its own policies and financing its own activities.

#### III. Organization Descriptions

The American Red Cross is a humanitarian organization led by volunteers and guided by its Congressional Charter and the Fundamental Principles of the International Red Cross and Red Crescent Movement. The Red Cross provides relief to victims of disasters and helps people prevent, prepare for and respond to emergencies. The Red Cross provides services to those in need regardless of citizenship, race, religion, age, sex, national origin,



## THE NAJIT PROFESSIONAL LIABILITY INSURANCE PROGRAM

### PROFESSIONAL PROGRAM INSURANCE BROKERAGE

NAJIT is excited to now offer comprehensive professional liability coverage designed for the interpreter, translator and transcription community, with special discounts for our members who spend most of their time providing services in legal and quasi-legal settings.

#### ENDORSED BY:

The National Association  
of Judiciary Interpreters  
and Translators



#### ADMINISTERED BY:

Professional Program  
Insurance Brokerage



### PROGRAM HIGHLIGHTS INCLUDE THE FOLLOWING:

- ▶ Our program is underwritten by an **A-Rated Carrier** syndicate who specializes in Professional Liability coverage. Our **A-Rated Carrier** is recognized worldwide as one of the oldest and most stable of insurance markets.
- ▶ Three levels of liability coverage (\$250,000, \$500,000, or \$1,000,000) and two deductible levels (\$250 and \$500).
- ▶ The most competitively priced premiums for all interpreter/translator categories with special discounts for legal.
- ▶ The policy form is "claims made," meaning that you have coverage for claims made against you and reported to underwriters during the policy period. If you are currently covered under another professional liability policy, our policy will cover you back to your first date of coverage (the "retroactive date").
- ▶ You, your owned company, employees, and contractors can be covered under your policy.
- ▶ The NAJIT endorsed policy protects against claims including defense costs (which can be substantial) alleging errors, omissions or negligent acts arising out of your professional interpreting or translating services. ASL interpreters are specifically included in our program.
- ▶ A streamlined application and policy issuance process. Just go to [najit-ins.com](http://najit-ins.com) and click *Enroll Now*. There you will find our proprietary rating tool so you can determine your tentative premium. Fill out the online application, complete your credit card information for payment and submit. After approval, your policy will be provided. It can't get any easier!

So there you have it, NAJIT's own broad, flexible, low cost, and easy to purchase Professional Liability Insurance Program. Check your existing coverage NOW for your expiration date so you will be ready to make the switch when your coverage expires, or if you do not currently have coverage, go to [najit-ins.com](http://najit-ins.com) to see just how easy it is to obtain this important and necessary coverage for your professional interpreting and translating practice.

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**AMERICAN RED CROSS – NAJIT MOU** *continued from page 19*

disability, sexual orientation, veteran status, or political affiliation.

The National Association of Judiciary Interpreters and Translators is a professional association that was first chartered as a non-profit organization under New York state laws and incorporated as the Court Interpreters and Translators Association, Inc. (CITA) in 1978. NAJIT's mission is to be a leader in promoting quality interpretation and translation services in the legal system. Its members play a critical role in assuring due process, equal protection, and equal access between the judiciary, other justice partners, and limited-English-proficient individuals.

**IV. Methods of Cooperation**

The Red Cross and NAJIT desire to establish a partnership to provide language assistance to non-English speaking, deaf, hard-of-hearing, and limited-English-proficient (LEP) populations with competent interpretation and translation services during disaster events in the United States through the following methods of cooperation:

1. Open communication will be maintained between the national organizations. The partnership will be managed by the points of contact listed in *Attachment A – Organization Contact Information*. This MOU will be managed and executed through Red Cross National Headquarters.
2. NAJIT will facilitate the development of a national network of trained interpreters and translators to be mobilized in times of disaster.
  - a. The information about the volunteer interpreters and translators will be managed by NAJIT.
3. **NAJIT response during a disaster:**
  - a. When the Red Cross believes that NAJIT's services are necessary and/or helpful in response to a disaster event, NAJIT shall be notified by a Red Cross representative.
  - b. The Red Cross will submit a request for language assistance to NAJIT. The request could include the following:
    - i. volunteers who are located in a particular area or state
    - ii. specific language needs
  - c. NAJIT will send out an announcement to the volunteers that meet the requested criteria.
  - d. NAJIT volunteers will be asked to respond to Red Cross through a central Red Cross e-mail box.
  - e. NAJIT volunteers will be asked to sign an American Red Cross Confidentiality Agreement before their services are utilized. Signed agreements will be maintained by the Red Cross. *See Attachment C for the Confidentiality Agreement.* **Note:** NAJIT volunteers will be on call and available to render language assistance remotely, and therefore will not be required to travel to the disaster site unless special requests or circumstances arise.
  - f. The Red Cross will manage the volunteer responses and send the information to the Disaster Response Operation.
4. **Disaster preparedness education:**
  - a. The Red Cross encourages NAJIT members to take the Red Cross's free, online, disaster preparedness tutorial

[www.redcross.org/beredcrossready](http://www.redcross.org/beredcrossready) and/or work with their local chapter for preparedness education.

**5. Disaster response training:**

- a. To be a Disaster Services volunteer, the Red Cross encourages NAJIT members to inquire about disaster response training at their local chapter. Training is provided for free. An introductory disaster response course can be found on the Red Cross public website Introduction to Disaster Services: [http://www.redcross.org/flash/course01\\_v01/](http://www.redcross.org/flash/course01_v01/).

**6. Other cooperative actions:**

- a. The organizations will actively seek to determine other areas and services within their respective organizations where cooperation and support will be mutually beneficial.

**General**

- a. The Red Cross and NAJIT will use or display the name, emblem, or trademarks of the other organization only in the case of defined projects and only with the prior, express, written consent of the other organization.
- b. The Red Cross and NAJIT will keep the public informed of their cooperative efforts.
- c. The Red Cross and NAJIT will widely distribute this MOU within the respective departments and administrative offices of each organization and urge full cooperation.
- d. The Red Cross and NAJIT will allocate responsibility for any shared expenses in writing in advance of any commitment.
- e. NAJIT agrees to adhere to *Attachment B – the Code of Conduct for the International Red Cross and Red Crescent Movement and NGO's in Disaster Relief* as it applies to disaster-caused situations in the USA.

**V. Periodic Review and Analysis**

Representatives of the Red Cross and NAJIT will, on an annual basis on or around the anniversary date of this MOU, jointly evaluate their progress in implementing this MOU and revise and develop new plans or goals as appropriate.

**VI. Term and Termination**

This MOU is effective as of the date of the last signature below and expires on \_\_\_\_\_, five years from the signature date. The parties may extend this MOU for an additional period not exceeding five years, and if so shall confirm this in a signed writing. It may be terminated by written notice from either party to the other at any time.

**VII. Miscellaneous**

Neither party to this MOU has the authority to act on behalf of the other party or bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU shall be termination, with no damages or penalty.

**VIII. Signatures**

American Red Cross

National Association of Judiciary Interpreters and Translators

**U.S. Department of Justice**  
Civil Rights Division, Coordination and Review Section  
NWB 950 Pennsylvania Avenue, NW  
Washington, DC 20530

February 4, 2009

Lilia G. Judson, Esq.  
Executive Director, Indiana Supreme Court  
Division of State Court Administration  
115 West Washington Street, Suite 1080  
Indianapolis, IN 46204

Dear Ms. Judson:

We are writing this letter in reference to *Arrieta v. State*, No. 10S05-0704-CR-139 (Ind. 2008), in which the Court ruled that limited English proficient (LEP) defendants are not entitled to receive interpreter services at the court's expense unless they are indigent. While we recognize that the Indiana Supreme Court relied on Constitutional and state law in reaching its decision, we are contacting you now as a courtesy to ensure that you are aware of your obligation to provide meaningful access to LEP individuals under other federal law. We are providing this information without addressing the merits of the *Arrieta* case.

Under Title VI of the Civil Rights Act of 1964 (Title VI), 42 U.S.C. §§ 2000d to 2000d-7, and its implementing regulations, *see, e.g.*, 28 C.F.R. §§ 42.101-42.112, state courts, such as the Indiana Courts, that receive federal financial assistance from the Department of Justice and/or other federal agencies must comply with Title VI and its implementing regulations, which prohibit discrimination on the basis of race, color, and national origin in programs that receive federal financial assistance. As part of that obligation, a court system that receives federal financial assistance should not permit assessment of interpreter costs to a litigant if a party or the party's witness is LEP.

In order to comply with Title VI's prohibition against national origin discrimination, recipients of federal financial assistance must take reasonable steps to ensure meaningful access to their programs. On June 18, 2002, the Department of Justice issued final guidance to its recipients regarding the requirement under Title VI and the Title VI regulations, as well as under the Safe Streets Act, to take reasonable steps to provide meaningful access to LEP individuals. See 67 Fed. Reg. 41,455. With regard to courts, the DOJ Title VI LEP guidance states that "every effort should be taken to ensure competent interpretation for LEP individuals during *all* hearings, trials and motions." *Id.* at 41,471 (emphasis added). DOJ also generally considers charging LEP parties for the costs of interpreters to be inappropriate. The guidance emphasizes the need for courts to provide language services free of charge: "[w]hen oral language services are necessary, recipients should generally offer competent interpreter services free of cost to the LEP person." *Id.* at 41,462. These principles apply to civil as well as criminal proceedings, regardless of state laws to the contrary. However, they are particularly compelling in the context of a felony criminal case against an LEP defendant. Court systems that charge interpreter costs ] LEP persons impose an impermissible surcharge on litigants based on their English language proficiency.

We do understand that resources are a concern across every court system. However, the U.S. Supreme Court articulated the need for recipients of federal funds to provide meaningful access to LEP persons thirty-five years ago in *Lau v. Nichols*, 414 U.S. 563 (1974). In 2002, DOJ issued its LEP Guidance, reiterating the requirement that recipients of federal funds make their programs accessible to LEP individuals. With the passage of time, the need to show progress in providing all LEP persons with meaningful access is amplified.

Examples of Title VI compliance can be found in state courts that are providing interpretation free of cost to all LEP persons encountering the system (including parents of non-LEP minors), whether it be in a criminal or civil setting, and in important interactions with court personnel, as well as providing translations of vital documents and signage. Attached for your information is a recent Memorandum of Agreement between the Department and the Maine Judicial System, which issued an order ensuring that interpreters will be provided at court cost to all LEP witnesses and parties in all court proceedings.

The Department of Justice conducts administrative investigations and also provides technical assistance to court systems regarding the provision of meaningful access. We look forward to speaking with you about innovative approaches to providing quality language services for LEP individuals. Should you have any questions or need additional clarification, please feel free to call Attorney Linda Quash at (202) 514-4069, who is assigned to this matter.

Sincerely,  
Merrily A. Friedlander  
Chief Coordination and Review Section Civil Rights Division

## BRIDGING THE GAP

Disasters don't discriminate; they affect all demographics within our diverse society equally. During Hurricane Katrina in 2005, the Red Cross recognized a gap in the services we provided. Our messages regarding shelter locations or service centers, for example, were not understood by all communities affected by the storm.

The National Association of Judiciary Interpreters and Translators (NAJIT) offered their help, either through on-site deployment or by telephone. Interpreters can bridge the linguistic divide that sometimes separates people from the help they need. Today, the Red Cross has a team of competent linguists to assist with relief efforts for the non-English speaking, deaf and



hard of hearing and the limited-English-proficient population. Currently, more than 1,300 interpreters and translators representing 100 languages are on call for the Red Cross in the event of a local or national crisis.

This past year, NAJIT assisted the Red Cross in relief efforts for Hurricane Dolly and Tropical Storm Edouard. "NAJIT is proud to be a partner with the Red Cross," said Isabel Framer, Chair, National Association of Judiciary Interpreters and Translators. "We are grateful to the

American Red Cross staff for bringing this partnership together. Our membership of professional interpreters is a real asset for the Red Cross efforts on the ground during national disasters." ▲

photo credit: © Banol | Dreamstime.com

### Wireless Communications Equipment for Interpreters

The use of wireless equipment for simultaneous interpretation frees the interpreter from having to sit next to the listener. The interpreter can now move to a spot offering the best hearing and visibility, where the interpreter can concentrate on the message without interruptions or distractions.

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## A LEXICOGRAPHER'S LAIR

## AND THE VERDICT IS... MANY LEGAL DOUBLETS ARE SUPERFLUOUS AND UNNECESSARY

Dennis McKenna

One of the greatest challenges interpreters face is keeping up with the breakneck speed at which many judges and lawyers speak. To make matters worse, much of what we're called upon to interpret is spoken in code, according to rules handed down from the distant past. If it's any consolation, jurists don't intend to confuse us with their jargon; it comes naturally to them. And there are fascinating reasons behind the arcane usage.

One of the most intriguing aspects of legal English is its reliance on doublets, also known as coupled synonyms or synonym strings. These series of duplicate, triplicate, or quadruplicate words, all meaning essentially the same thing, have long been a part of legal discourse. English is unusually verbose in this respect, with by far the most words of any known tongue. This is partly due to the way in which it grew, readily adopting words from other languages. Some linguists have even suggested that we have too many words. English speakers can say the same thing in multiple ways, in high, medium, or low register, and have words left over to boot. No other language has such an abundance of riches, but that may be to their benefit, as we shall soon see.

No doubt nearly all of us have been tripped up at one time or another by the profusion of doublets or triplets in courtroom discourse. Suddenly, we stop wagging our jaw as we search for the appropriate synonym in our target language.

Some common doublets are: aid and abet; have and hold; annoy or molest; keep and maintain; any and all; null and void; betting or wagering; last will and testament; cease and desist; object and purpose; each and every; perform and discharge; force and effect; terms and conditions; furnish and supply; true and correct; fraud and deceit; to waive and give up. And then there are triplets: possession, custody, and control; and even "quadruplets": in lieu, in place, instead, and in substitution of.

## The Origin of Doublets

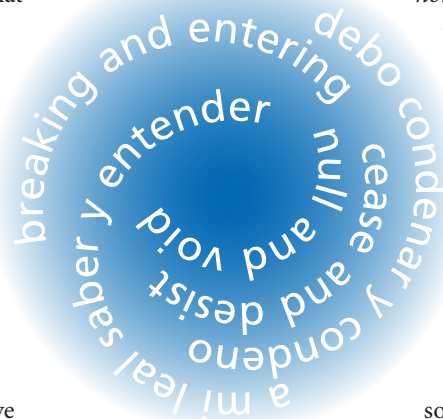
The reason most often cited for these pairings is the Norman Conquest, the 12th century invasion of England by the Norman French. For the next three centuries after their arrival, the kings who ruled England never even bothered to learn English. (They were evidently not partisans of the "melting pot" idea of cultural integration.) Naturally, this had an effect on the language. Bill Bryson in his book *The Mother Tongue* goes so far as to say, "In fact, nearly all the words relating to jurisprudence and government are of French origin..." (Bryson, 2001, p. 55). According to

this theory, post-conquest England was divided into two linguistic camps, Norman French and Middle English, a circumstance that resulted in the need to use two languages in legal expressions to ensure comprehension by both the native population and the descendants of the Normans. Thus, *breaking and entering* and *annul and set aside* are combinations of Old English and Old French. Norman Francis Blake in his book *The English Language in Medieval Literature* supports this view. He states that "native" words were paired with foreign ones, "so that less educated people could become familiar with the foreign terms which were being adopted wholesale into the language" (Blake, 1979, p. 99).

There is just one problem with this theory. If it were accurate, it would explain all the legal doublets listed above. A brief analysis of these pairs, however, reveals that *to have and to hold* and *each and every* are both of Old English origin, while others like *terms and conditions* are both Old French in origin. (*Have* is not related to the Latin *habere* even though they closely resemble each other in appearance and meaning.) There is also the minor detail that after the Norman Conquest, "Latin was predominant and gained ground steadily" (Maley, 1994, p. 12). This early reliance on Latin accounts for phrases like *corpus delicti* or *in forma pauperis*. Given that there is a strong tendency to pair synonyms, even when both words are derived from the same language, something else must be at work. There must be another explanation for why legal professionals choose to repeat themselves incessantly.

Further examination reveals that these repetitions appear to be attributable to something far more intrinsic to the language. The ninth century translation from Latin into Old English of a text known as *Boethius' Consolation of Philosophy* included many early examples of doublets. For the Latin equivalent of *said*, the translator offers *answered and said* and then goes on to spice up his translation with what linguistic historian Nicole Guenther Discenza calls "familiar word pairs." These include synonyms like *uneducated and untaught* and the frequent use of antithesis, such as *both inside and outside*. Where the original Latin did not utilize these devices, the translator, Anglo-Saxon ruler Alfred the Great, felt compelled to introduce them. According to Guenther Discenza, these doublets are also to be found elsewhere in Old English texts.

In the modern age of text messaging and e-mail, we often forget that before the advent of printed books, there was a lengthy oral tradition in which the sound of words was of paramount





importance. Each language naturally developed its own patterns, with all major European languages employing rhyming and alliteration to a greater or lesser extent. The English language, however, seems to have had a special predilection for synonyms and word pairs. Norman Francis Blake states that for writers of Old and Middle English, “doublets were a stylistic device used to create verbosity or various rhythmical effects, and their frequent use suggests that the meaning of a word was less important than its sound and ability to be paired” (Blake, 1979, p. 99). What Blake is really referring to is the musicality of the language, something that goes beyond logic or reason, and legal English embraced such sonorities wholeheartedly.

### The Translation of Doublets

Our challenge as translators and interpreters is to determine how these unique features of the English language can be conveyed in our target language. As stated earlier, English combines this predilection for doublets with what is by far the world’s largest vocabulary. In cases where the target language has no perfect fit for two or more synonyms of the same register, better to make do with one exact or near-exact equivalent, rather than to introduce inaccuracies or embellishments into the translation. This is especially important when the target language does not possess a multilingual background or similar predilection for repetition and rhythm.

In a 1996 conference session on English-Russian legal translation, where the terms *null and void*, *last will and testament*, *cease and desist*, *full force and effect*, *each and every*, *aid and abet* were analyzed, Thomas West categorically asserted: “English says it twice, Russian says it once” (West, 1996, p. 17). And there doesn’t seem to be anything particularly unique about the Russian language in this regard. Other authors have made the same observation about legal Spanish, such as in the study by Esther Vázquez y del Árbol (2006) on the translation of wills from English into Spanish:

<u>ENGLISH</u>	<u>SPANISH</u>
I give, devise and bequeath	Lego
It is my intent, hope and request ( <i>that my instructions be honored and carried out</i> )	Dispongo
Last will and testament	Testamento (not Testamento y última voluntad)
I hereby do make, publish and declare ( <i>the following/this to be my last will</i> )	Otorgo testamento
I nominate, constitute and appoint ( <i>somebody as...</i> )	Designo/Nombro...
I hereby revoke and cancel ( <i>all other or former wills</i> )	Revoco

Thus, as professional translators and interpreters, we should not be overly zealous in translating these redundancies: while acceptable in English, they will only be confusing or stylistically awkward in other languages.

This is not to say that other languages don’t have their own synonyms, or doublets in legal language. Spanish, for example, has *a mi leal saber y entender* (literally: to my faithful knowledge and understanding), and *debo condenar y condeno* (I must condemn and I condemn) (Gibbons, 2003, p. 44). For the first, we can retain the doublet by saying *to the best of my knowledge and belief*, which is equally idiomatic. But English has no natural equivalent for the Spanish courts’ *debo condenar y condeno*. This is where we are obliged to “normalize” the phrase with “I hereby sentence you to...” or, in the case of a fine, “I hereby order you to pay a fine of...” A court interpreter renders into idiomatically correct, legally equivalent language. No doubt, all of us have encountered situations in which someone objects because we did not use an obvious false cognate. This kind of dispute is easily resolved with a linguistic explanation, and the professional interpretation prevails over the faulty one proposed by the amateur. Using a single word to translate an English legal doublet is really no different from avoiding false cognates. In each case we are adapting the original text to the target language, as is our duty.

There is one exception to this blanket recommendation to produce “normalized” translations. This would occur when the meaning of each component of the doublet or triplet is being litigated, or when two or more terms have been legally determined to be different (either by case law or by legislation). Then we are obliged to reproduce two (or more) separate terms in the translation to capture the specific nuances of each term. Something else to keep in mind: never just assume that your target language has no equivalent legal doublets. It’s your job to know your subject and to reproduce the various terms in translation if necessary.

### The Plain English Movement

But, you say, shouldn’t something be done to control all the excess verbiage flourishing in our legal culture? In fact, professors of legal writing classes in the U.S. have been recommending against the use of doublets for quite some time, as has the influential editor of *Black’s Law Dictionary*, Bryan A. Garner. David Mellinkoff, perhaps the author most often cited on this subject, goes so far as to state that all doublets should be eliminated, for clarity’s sake (Mellinkoff, 1982, p. 189-190). “The great mass of these coupled synonyms are simply redundancies, furnishing opportunity for arguing that something beyond synonymy was intended” (Mellinkoff, 1992, p. 129).

Surprisingly, lawyers and judges are not overly concerned by unnecessary redundancy. They appear attached to old formulas, possibly for two reasons. First, because it sounds good — exactly how this tradition started. A second possible explanation is that until recent times, civil litigation could be dismissed for defect of form in pleading (e.g., a missing legal term). Naturally, this led to set phrases being repeated ad nauseam, resulting in frozen language and obscurantism. It has also been suggested that the adversarial nature of our system of justice, as compared to the inquisitorial system favored in civil law countries, leads to ritualized language, since no one wishes to give the other side an opening based on a technicality. Under this theory, lawyers choose to repeat boilerplate phrases on the off-chance that there may be

> continues on next page

A LEXICOGRAPHER'S LAIR *continued from page 25*

some difference between the various synonyms: it is perceived as safer strategy to include all possible meanings. And who can blame them? To date, there has been no clear incentive for legal practitioners to change to a more transparent speaking or writing style.

### Conclusion

Regrettably, then, for the time being, we will continue to face a barrage of synonym pairs in our work. Understanding the history and role of doublets in the development of legal language, and recognizing that these tropes are not necessarily a part of other legal traditions, will help us to deal with them. Some comfort can be found in knowing that both law school professors and legal reformers have decried the repetitive and formulaic prose that plagues our legal system. Armed with this knowledge, we should not go on autopilot when interpreting. Instead, we should seek opportunities to tailor renderings to the target language for accuracy and intelligibility. Thereby we can gain some much-needed time. So let's all take a breath, because with doublets, we can save some time: and we need all the help we can get to manage the breakneck speed. ▲

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## NAJIT IN THE WORLD: JUDICIAL NEWS

# SPANISH JUDGE PROHIBITS NOTE-TAKING

## Catalan Association Cites NAJIT in Appeal

Daniel Sherr

In a recent court case in Spain, an interpreter took notes during two court proceedings. In the second proceeding, the judge prohibited the interpreter from taking notes, observing that on the first occasion the notes had been removed from the courtroom and the judge did not know to whom the notes may have been divulged.



Josep Peñarroja Fa, President of the Catalan Association of Sworn Translators and Interpreters (Associació de Traductors i Intèrprets Jurats) filed a complaint with Spain's General Council of the Judiciary, citing *Fundamentals of Court Interpretation*, by NAJIT members Roseann D. González, Victoria F. Vázquez and Holly Mikkelsen. Stating that note-taking is taught in "every translation and interpretation department in Spain that offers courses on consecutive interpreting," Peñarroja stressed that

note-taking allows for more fluid interpretation and reduces the need to interrupt the witness. He ended his letter by saying, "We believe sworn interpreters should have complete freedom to take notes in the course of their professional activity within the courthouse, as this is one of the techniques employed in this profession, and it would be our hope that the Council would so rule."

The Council referred Peñarroja's letter to its personnel department to determine if a disciplinary infraction had been committed by the judge. The director of that department determined that no such infraction had been committed, because although the judge did prohibit the interpreter from taking notes during witness testimony, such a prohibition in no way indicated disrespect for the interpreter. The ruling specifically avoids taking a position as to whether the judge's decision prohibiting the interpreter from taking notes was proper.

Peñarroja had not sought disciplinary sanctions against the judge, but rather a vindication of the validity of note-taking in consecutive interpretation.

We will post in the members' section of the NAJIT website a copy of the General Council's decision in Spanish together with a suggested translation into English. ▲

## MEMBERSHIP BENEFITS



**N**AJIT's activities are supported by membership dues and member donations. While there are no formal requirements for joining other than an interest in legal interpretation and/or translation, most of our members hold professional credentials such as federal and/or state court interpreter certification, national judiciary interpreter and translator certification by NAJIT, interpreter certification by RID (Registry of Interpreters for the Deaf), translator certification by ATA (American Translators Association), approval by the U.S. Department of State (for escort, seminar, or conference interpreting), and/or other credentialing by government agencies or international organizations.

Anyone who shares NAJIT's interests and objectives is welcome to join. Our membership categories are: Active, Associate, Corporate, Corporate Sponsor, Organizational, and Student. Please refer to our website for a full description of the membership categories and fees, [www.najit.org](http://www.najit.org).

The benefits of membership are many. When you join, you will enjoy, among other things:

- Full listing in NAJIT's *Online Membership Directory*
- Subscription to *Proteus*, NAJIT's quarterly newsletter dedicated to court interpretation and legal translation
- Subscription to CyberNews, NAJIT's automatic e-mail updates on training opportunities, meetings, and other matters of professional interest
- NAJIT position papers on topics of critical interest to the profession
- Electronic access to NAJIT publications, including archived materials available at the Members' Portal
- Right to use the NAJIT logo on your business card
- Reduced-rates for language-specific interpreting and translation skills-building workshops, including preparation courses for certification tests
- Access to reduced-price professional liability insurance and disability insurance
- Access to required continuing education sessions at reduced rates
- Membership registration rates for NAJIT conferences and for regional and local workshops



- Right to vote and hold office (active members only)
- Opportunities for committee membership and participation in NAJIT special projects
- Opportunity to chair committees and to be actively involved in NAJIT decision-making and long-term planning
- Participation in NAJIT's lively and informative members'

listserve, where members share expertise, information, and resources. Through this e-mail discussion list, members exchange terminology, discuss transcription and translation standards, and confer on ethical and professional dilemmas and association matters.

- Active involvement in state and national legislative matters and issues affecting the community of interpreters and translators
- Opportunity to present at NAJIT conferences, workshops, and training events
- Networking and collegial relationships
- Participation in a national and international network of professionals
- Access to employment opportunities posted on the website and in special bulletins

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# PROTEUS

THE NEWSLETTER OF THE NATIONAL ASSOCIATION OF JUDICIARY INTERPRETERS AND TRANSLATORS

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I am an ☐ interpreter ☐ translator ☐ freelance instructor  
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(Corporate sponsors receive a longer descriptive listing on the website about their organization, one free quarter-page print ad in Proteus per year, and the grateful thanks of fellow members for their support of NAJIT and our profession.)

☐ Check here if you have ever been a NAJIT member. ☐ Check here if you do NOT wish to receive e-mails from NAJIT.  
☐ Check here if you do NOT wish to be listed in the NAJIT online directory. (Student and associate members are not listed in the NAJIT online directory.)  
☐ Check here if you do NOT wish to have your contact information made available to those offering information, products or services of potential interest to members.

I certify that the above information is correct and accurate to the best of my knowledge and belief. I agree to abide by the NAJIT Code of Ethics and Professional Responsibilities.

Applicant's signature \_\_\_\_\_ Date \_\_\_\_\_

## PAYMENT SCHEDULE

	Active	Associate	Student	Corporate Sponsor	Corporate	Organizational (nonprofit)
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Suggested voluntary contribution to SSTI	\$35	\$25	\$10	\$100	\$100	\$65
TOTAL	\$140	\$110	\$50	\$400	\$260	\$180

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Contributions or gifts to NAJIT are not deductible as charitable contributions for federal income tax purposes. However, dues payments may be deductible by members as ordinary and necessary business expenses to the extent permitted under IRS Code. Contributions to the Society for the Study of Translation and Interpretation (SSTI), a 501(c)3 educational organization, are fully tax-deductible to the extent allowed by law.

PLEASE RETURN COMPLETED  
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# NAJIT

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