

WINTER 2004 VOLUME XIII, NO. 1 SEATTLE, WA

TROTEUS

THE NEWSLETTER OF THE NATIONAL ASSOCIATION OF JUDICIARY INTERPRETERS AND TRANSLATORS

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Mirta Vidal · 1948-2004

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The Board of Directors of the National Association of Judiciary Interpreters and Translators mourns the untimely death of Mirta Vidal Orrantia, past president and life member of NAJIT, who was also founding president and president emerita of the Society for the Study of Translation and Interpretation. She died in New York on January 3, 2004. Mirta was an extraordinary leader and example to us all, not only because of her excellence as a professional linguist, but also because of her tireless dedication to improving conditions and advancing professional recognition and respect for interpreters everywhere. She worked in the New York federal courts for some twenty years, both as a staff and freelance interpreter. She was the first head of the interpreters office in the

Eastern District of New York and later joined the staff of the Southern District for a brief period. When not on staff, she continued to be active as a freelance court and conference interpreter. In addition, voluntary work for NAJIT and SSTI occupied much of her time over the past ten years.

Mirta Vidal Orrantia first joined the NAJIT board of directors in 1991. She became president in 1992 and served in that capacity for three years. During her tenure the membership of the organization doubled. Mirta organized the highly successful Miami conference in 1996, and continued on the board until 1999, serving as treasurer during that last year. In recognition of Mirta's many contributions, the NAJIT board of directors, upon

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California's Senate Bill 371

Alexander Raïnof

enate Bill 371, a momentous and controversial bill relating to court interpretation, was first introduced to the California state legislature by Senator Martha M. Escutia (D-Norwalk) on February 21, 2001. After numerous amendments and much debate (for a history of the bill see http://www.leginfo.ca.gov/), the bill was registered on September 28, 2002 in Chapter 1047 by the California secretary of state just a few hours after Governor Davis' approval. The bill took less than two years to become law. Its intent was clearly stated in a hearing of the California senate judiciary committee (chaired, incidentally, by Senator Escutia) on May 8, 2000:

"This bill would make legislative findings and declarations about court interpreters in the judicial branch and express a legislative intent to convert the current system where court interpreters are independent contractors to the courts to a system where they become employees of the judicial branch and

may be represented in employment matters by a bargaining unit to their employer."

The new law, known as the Trial Court Interpreter Employment and Labor Relations Act, "sets forth provisions and procedures governing the employment and compensation of certified and registered trial court interpreters, and court interpreters pro tempore, employed by the trial

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NAJIT SILVER ANNIVERSARY



Denver earlybird rate until April 20 — don't miss it!

(See page 19)

25th Annual Meeting and Educational Conference

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THE NAJIT BOARD OF DIRECTORS

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Proteus

Proteus, published quarterly, is the official newsletter of the National Association of Judiciary Interpreters and Translators, Inc., 2150 N. 107th St. Suite 205, Seattle, Washington 98133-9009.

Editor: Nancy Festinger. Address submissions to proteus@najit.org with attached file. Submissions preferred in Microsoft Word. All submissions subject to editorial review. Reprinted material is not accepted. Deadlines for copy: winter issue Jan 1; spring issue April 1; summer issue July 1; fall issue Oct 1.

Annual subscription rate: \$16.00, included in membership dues. Online articles and archive available at:

http://www.najit.org/proteus
The opinions expressed in articles herein are those of the authors and not necessarily those of the Association or the editor. Postmaster: Send address changes to 2150 N. 107th St. Suite 205, Seattle, Washington, 98133-9009.

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NAJIT MOURNS LEADERSHIP LOSS > continued from page 1

petition of the membership, appointed Mirta a life member in May of 2003. According to the NAJIT bylaws, life membership may be bestowed upon distinguished individuals based upon their outstanding contributions to the Association.

Throughout those years, Mirta was active as a fierce and devoted champion of professional interpreting standards. Her passion for carrying out the NAJIT membership's desire to establish a professional measure of competence by peer review culminated in the formation of SSTI in 1997, and eventually led to the creation and completion of the National Judiciary Interpreters and Translators Certification Examination: Spanish, to which Mirta dedicated countless hours, weeks, and months during the last years of her life, being its stauchest supporter and promoter.

In addition to these important accomplishments, we are privileged to have in *Proteus'* archives several articles written by Mirta, including an analysis of telephone interpreting and her excellent report on interpreter fatigue, with its ardent defense of team interpreting. There is no doubt that we will be using this article for many years to come to fortify our bench/bar education efforts. Mirta's influence extends far beyond our borders—even now a colleague is translating this article into German for the next meeting of a professional association in Europe.

As we look back over Mirta's contributions, her knowledge and evident passion for our profession, we have a constant reminder of all that we are striving for in terms of high standards and professional dedication. We shall always owe Mirta a huge debt of gratitude for her outstanding work on behalf of the entire interpreting community. We pledge to honor her memory by working to the best of our ability to advance the professional image of interpreters and secure the conditions we know are necessary for maintaining high standards of ethics and performance, which Mirta both celebrated and embodied. Mirta Vidal Orrantia's legacy will remain with NAJIT forever.

NAJIT BOARD NEWS

The NAJIT Board has accepted the resignation of Steven Mines as Membership Committee Chair and has appointed Inés Swaney to the position. The Board has approved Washington, D.C. as the site for the 26th Annual Meeting and Educational Conference; the venue will be the Hotel Washington, right across from the White House, with dates of May 11-13, 2005. NAJIT board meetings minutes and policies will now be available to members on the Member Portal of the website; they can also be requested in hard copy from headquarters.

HAVE YOU RENEWED YOUR MEMBERSHIP?

If not, this is the last issue of Proteus you will receive. Go to www.najit.org now to renew easily and quickly—don't miss a single issue of our newsletter!

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.

Society for the Study of Translation and Interpretation President's Message

Janis Palma

ur founder and President Emerita, Mirta Vidal Orrantia, was a vital force for every initiative SSTI undertook, and her rapid health deterioration had a severe impact on all of us. It was as if by holding still we could somehow help her get through those difficult times. But we couldn't.

We have all lost a great leader, an excellent role model, and—above all—a wonderful friend. Mirta's spirit, however, remains very much alive within SSTI.

We owe a profound debt of gratitude to Donna Merritt, from Measurement Incorporated, who kept the National Judiciary Interpreter and Translator Certification Examination (NJITCE) project going while the rest of us stood paralyzed by fear of the inevitable. Measurement Incorporated staff continued administering the exam and publicizing it across the nation. Donna made a number of trips to make presentations to different organizations and state agencies to lobby for their official acceptance and recognition of the NAJIT/SSTI Certification: Spanish.

Her efforts have been rewarded with the official recognition by two states of the NAJIT/SSTI Certification: Spanish as one of the credentials the court will accept when determining if an interpreter is "certified." The two states officially recognizing the NAJIT/SSTI Certification are **Texas** and **Massachusetts**. In **Rhode Island**, the Rhode Island Supreme Court Implementation Committee for Court Interpretation sent their final report to the Rhode Island Supreme Court recommending that one of the certifying examinations for the state of Rhode Island be the NAJIT Certification. While the decision is not final as we go to print, the committee anticipates a favorable response from the Supreme Court.

In addition to recognition by individual states, the NAJIT Certification: Spanish is also recognized by an office of the federal government. The Executive Office of Immigration Review recognizes the NAJIT Certification: Spanish as a *bona fide* credential for interpreters working in immigration courts.

The National Judiciary Interpreter and Translator Certification Examination (NJITCE) is a banner of professional commitment, performance excellence, and—most of all—of the pride that we feel in the high standards we have set for ourselves as professional interpreters and translators. During 2003, the written component of the exam was administered in four locations: two NAJIT regional conferences (New York City and Austin, TX), the NAJIT Annual Conference in Nashville, TN, and also prior to the 2003 ATA Annual Conference in Phoenix, AZ. The oral exam was administered in Nashville, TN.

Future candidates should not underestimate the knowledge and skill level of this exam and be conscientious of the time and effort put into preparing for both the written and the oral portions. The NAJIT exam statistics reflect that, while a number of candidates are adequately prepared, others need to realize how comprehensive in scope and content the exam actually is, and to prepare accordingly. From an analysis of 117 candidates taking the written portion of the examination (this number does not reflect the most recent administration), fifty-five candidates, or forty-three percent, passed. Of the twenty candidates taking the oral portion of the examination, four candidates, or twenty percent, have passed. The passing rates reflect percentages that are not uncommon with the implementation of a new certification examination. In fact, comments from many candidates underscore the fact that the examination format and content are challenging, yet appropriate for an individual seeking certification as a competent interpreter and translator in the field of judiciary interpretation and translation. This feedback from candidates is not surprising since the examination standards were designed and developed by interpreters and translators within the profession itself.

Another distinction of the NAJIT/SSTI exam that sets it apart from other certifications is that, unlike a number of certification exams, candidates are not "screened" for knowledge and skill level prior to taking the examination. After reviewing the test format, and the knowledge and skills assessed in the examination, it is up to each candidate to make the decision as to whether they are at a level of competence to take the written and oral components of the exam.

Finally, as part of our mission statement, SSTI is committed to providing the kind of training that will help judiciary interpreters and translators develop their skills and knowledge to the utmost potential. During the 25th Annual Meeting and Educational Conference in Denver, SSTI will be offering its first *Training of Trainers* workshop for the courses that will later be available to exam candidates. See page 17 for details.

SSTI anticipates having its own website up and running very soon. The SSTI website will provide information on testing dates, locations, test registration, training, and other areas of interest. NAJIT members will receive an email as soon as our site is "open for business."

May Mirta watch over me as I try to fill the big shoes she left for me. \blacktriangle

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California Legislation to Prohibit Child Interpreters

Nancy Zarenda

alifornia State Assemblyman Dr. Leland Yee (Democrat-San Francisco) introduced important legislation in April, 2003, to stop the use of children as interpreters.

Comments by author of legislation: Leland Yee, Ph.D., an immigrant from China who earned his doctorate in child psychology, was reminded of his own experiences as a child when he began looking into the issue of children being inappropriately used as interpreters for their parents. "Our children are being abused, frequently and as a matter of convenience, as interpreters for non-English-speaking adults when the grown-up seeks to use government or community services. They are being abused when the non-English-speaking adults they accompany go to state agencies or community-based organizations or to hospitals or clinics for services. They are being abused in situations ranging from health care to legal proceedings to domestic crises. Children should not be the language brokers in these situations. It is damaging to the children, and it is dangerous for the adults," Dr. Yee declared in "Using Kids as Interpreters—Poor Policy, Poor Practice."

The problem: In situations where parents are non-English speakers, it has become common for service providers to use children as interpreters. Non-governmental agencies, state agencies, hospitals and clinics, and law-enforcement agencies have all used children as interpreters, often because this provided an immediate and convenient solution for communication with non-English-speaking parents. However, children should not be used as intermediaries for information that is beyond their comprehension, inappropriate, or unseemly for them to hear. This includes, for example, discussions of legal proceedings, domestic violence, health issues, or family concerns. Children may need to miss school to interpret for kin,1 may be expected to translate concepts, terms and issues which they do not understand, and are forced to be key actors in sensitive family situations. Children's involvement is difficult both for the child and for the adults; may lead to an agency's being misinformed through the child's ignorance or shame; may be traumatizing to the child; and, in medical situations, may lead to serious or even life-threatening error.

Effect of bill: This bill prohibits the use of children as interpreters by any agency, organization, or entity supported by state funding. State-supported organizations and entities must have an established interpretation procedure that does not use children. Violation of the prohibition would result in the loss of state funding and cancellation of state contracts to the offending institution. Reinstatement would require changes in

practice. The bill would not affect casual brief interpretation by a child, such as transmission of office hours, but rather focuses on interpretation of substantive topics that brought a given agency and family together.

Data and studies: Existing California law (Government Code 7290 et seq.) requires that state agencies ensure provision of information and services in relevant languages for categories of non-English speakers. The Health & Safety Code, Section 1259, also requires that interpretation facilities or procedures be in place for general and acute care hospitals for categories of patients with limited English proficiency. While persons with limited English may waive this right, often family members, and frequently children, are used in these and other situations because they are available, not because they are the interpreter of choice. Adults have expressed discomfort with having to use their children as interpreters, and a number of reports specifically speak against the use of children as interpreters.² Additionally, a recent study notes that the use of an untrained interpreter can lead to misdiagnosis, incorrect medication and drug use, and potentially life-threatening situations.³ In this study, an 84% error rate was registered by the youngest interpreter, an 11-year old. Children should be removed from these possibly traumatizing, dangerous, and inappropriate situations.

California Assembly Bill 292 (AB 292) is currently being held under submission in the Senate Appropriations Committee pending modification due to costs associated with it. The bill must proceed successfully through a number of committees before it is sent to the Governor for his signature, which would be the final step in the creation of a new and necessary law.

The full text and history of AB292 can be accessed at the following website: http://www.leginfo.ca.gov/pub/bill/asm/ab_0251-0300/ab_292_bill_20030715_amended_sen.html

[Nancy Zarenda is a member of the NAJIT Advocacy Committee. She is a California court-certified interpreter (Spanish); a consultant to the California Department of Education; director of the Spanish Language Academy in Sacramento; and co-founder and executive director of the International Education Council.

FOOTNOTES

1 "Interview with a Teen Interpreter," *Voices*, Vol. 4, No. 1, Spring, 1999.
2 See, e.g., "Final Report to the Legislature," Draft Version, Task Force on Culturally and Linguistically Competent Physicians and Dentists, January, 2003; "Assuring Cultural Competence in Health Care," Office of Minority Health, www.omhrc.gov/clas/, 2000.

3 "Errors in Medical Interpretation...," Pediatrics, Vol. 111, No. 1, Jan. 2003.

CALIFORNIA SENATE BILL 371 > continued from page 1

courts" (Senate Rules Committee, 8/28/02). Senator Escutia, who invested considerable time and energy in the bill and used her undeniable power and influence in the legislature to see it become law, declared after the bill was chaptered that "California needs a more functional and reliable system to provide interpreter services" and that "by providing basic employment protections, trial courts will attract and retain qualified interpreters" (AP article, Juliana Barbossa, 9/29/03).

In the California interpreting community, many initially approved or acclaimed the idea of a law to provide protection and security for court interpreters. Many thought such a law long overdue. All too often, after years of loyal service to the courts, interpreters had been summarily dismissed from a courtroom, or told that their services were no longer needed. Such action by the court administration sometimes appeared warranted but in other instances seemed high-handed, and the interpreter had neither a formal appeal process nor a chance to reply. In some instances interpreters reluctantly resorted to litigation against the courts, and some were subsequently reinstated. Others, faced with an immediate loss of income and legal expenses, were daunted by the prospect of costly and uncertain litigation.

The following case is fairly representative. In a criminal case, a juror complained during trial that the interpreter (California state certified) misinterpreted some witness testimony. The interpreter was promptly removed from the court and reassigned. When several days later she was granted an interview with a court administrator, she was given three choices: 1) retake the California state court certification examination; 2) have her skills evaluated by an outside entity; 3) not take the test or be evaluated, but stay in an assignment where she would not work on any criminal cases.

The complaining juror had no expertise in court interpretation. He was a friend of the court (as evidenced from an in camera hearing, later made part of the trial record) who had worked in the prosecutor's office in that court facility before going on to other activities. The interpreter, in addition to being certified by the state of California, also held a Ph.D. in romance languages from the University of California at Los Angeles, and had fifteen years of service at her facility without any complaint as to competency.

When the California Court Interpreters Association (CCIA) and the California Federation of Interpreters (CFI) intervened on her behalf by contacting the court administration and the commission on judicial performance, the interpreter was reinstated in her court facility. Had she had stronger protection, the judge who had removed her arbitrarily might have thought twice before embarking on such a course of action.

Contract interpreters had no medical benefits and often worked with defendants who had tuberculosis, AIDS, or other diseases. Interpreters were uninformed of these conditions. Interpreters claimed that they had contacted diseases (hepatitis) from public facilities, were sometimes attacked or hurt by defendants in the courtroom, had lost work, and had incurred medical bills with no compensation by the courts.

Thus, when CFI, BACI (the Bay Area Court Interpreters Association) and a union, the CWA (Communications Workers of America), contacted Senator Escutia, who subsequently sponsored SB 371, many felt that a law was necessary to protect interpreters, and that allowing them to become employees with union representation was a step in the right direction.

While many interpreters agreed that the original intent was highly laudable, other concerns came to light as the bill evolved. First and most controversial among these was the status of independent contractors. The bill stated that "On and after March 1, 2003, trial courts shall appoint trial court employees rather than independent contractors" (71802 (a) – July 3, 2002 version). The union (CWA), with BACI and CFI in agreement, sought to limit the work provided by independent contractors, but CCIA voiced a strong concern for the status and future employment of independent contractors. Originally the bill would have limited independents to work 60 days a year. After testimony in a hearing before the labor committee of the Senate and intense lobbying by CCIA, the 60 days were changed to 100 and some interpreters were permitted to "opt out." If the interpreter were 60 years of age on January 1, 2003, or if the number of years the interpreter had provided service to the trial courts as an independent contractor prior to January 1, 2003, combined with the interpreter's age, were greater than or equal to 70, the interpreter could request in writing to be classified as an independent contractor, and then work as such without restriction.

The limitations the bill sought to place on independent contractors were viewed by many as problematic, unfair, and possibly unconstitutional. It was suggested that the bill discriminated against younger interpreters of high caliber, many of whom had formal training in translation and interpretation. These interpreters were not eligible to choose to remain independent rather than become pro tempore employees.

In California under Rule of Court 984.2 the courts cannot use non-certified interpreters whenever certified interpreters are available. However, under SB 371, if an independent certified interpreter were available but precluded from working, the court would have to use the services of an uncertified interpreter, in direct conflict with Rule of Court 984.2. Many felt such an outcome would be absurd and counterproductive.

Another criticism of SB 371 was that before becoming full employees in 2005, court interpreters were to be classified as pro tempore employees, a classification that constrains the employee while granting few benefits. Furthermore, the courts would be under no obligation to hire as full employees in 2005 the pro tempore interpreters who had worked during 2003 and 2004.

Other concerns were raised regarding the cost of implementation at a time when California faces an unprecedented financial crisis. It was also feared the bill might aggravate the existent acute shortage of interpreters, which would in turn adversely affect the rights of limited English-proficient defendants and the proper administration of justice.

But the bill became law. When all is said and done, a law protecting professional interpreters from a variety of abuses

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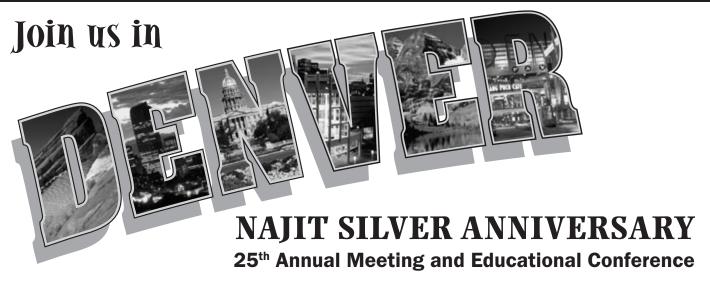
CALIFORNIA SENATE BILL 371 > continued from page 5

and uncertainties was badly needed in California, as it is probably needed in many other states. Advocates claim that the law provides this protection and will benefit interpreters, those who need interpreters, and the courts for years to come. They feel that any problems from now on can be resolved through union representation and negotiation. Opponents feel that the law is an example of how the road to hell is paved with good intentions, and that its problems far outweigh its advantages.

After heated controversy on both sides, the law is now in effect. Tragedy, as Hegel says, occurs not so much when a right

confronts a wrong, but when a right confronts a right without the possibility of agreement or coexistence. Let's hope that this kind of tragedy will not be visited on court interpreting in California.

[The author is on NAJIT's Board of Directors, Chair of the NAJIT Advocacy Committee, and Vice-President of SSTI. He is a professor in the Romance, German and Russian languages and literatures department at California State University, Long Beach, and teaches in the Translation and Interpretation Certificate Program at the University of California at Los Angeles Extension.]



Friday · Sunday, May 21-23, 2004 Denver Marriott City Center - Denver, Colorado

Don't miss these great preconference workshops on Friday, May 21, 2004 (All languages unless noted)

All day

A. SSTI Training the Trainers (Spanish/English)

Dr. Dagoberto Orrantia and Janis Palma – see p. 17

Morning

- B. Practical Leadership: running great meetings and growing your organization *Ann G. Macfarlane* free to NAJIT members! see p. 13
- C. Translation of General and Corporate Contract Clauses (Spanish/English) Daniel Giglio
- D. Note-Taking for Consecutive Interpretation Dr. Nancy Schweda Nicholson
- E. Voice-Over Talent: A fun and profitable new career for interpreters Maya Leon-Meis

Afternoon

- F. Do We Have a Deal? Law and Language of Contracts *Philip Katowitz*
- G. Bilingual Forensic Transcript: process, production and presentation *Sandro Tomasi*
- H. National Council on Interpreting in Health Care: Medical Terminology in Judicial Interpreting *Dr. Lois Feuerle* and *Maria Michaelczyk*

Notes:

- Visit www.najit.org for the full program of great educational sessions Saturday and Sunday.
- Continuing education credits being applied for. Program subject to change.
- Register on website www.najit.org or use form on p. 19. Earlybird deadline Tuesday, April 20, 2004.

Venue: Denver Marriott City Center 1701 California Street • Denver, Colorado 80202 Hotel telephone: 303-297-1300

NYC Passes Language Assistance Act

Language Professionals not Consulted

Daniel Sherr

Tith little fanfare, scant media attention, and apparently no consultation with language professionals, New York City has passed legislation with far-reaching implications for thousands of limited-English speakers using its services. The Equal Access to Human Services Act of 2003 (Intro. 38A) mandates that translation and interpreting services be provided in Arabic, Chinese, Haitian Creole, Korean, Russian or Spanish to limited English proficient individuals using the services of the Human Resources Administration and the Department of Social Services or any of its contractors or subcontractors. Other agencies covered by the legislation include the Department of Homeless Services, the Administration for Children's Services, and the Department of Mental Hygiene.

[www.council.nyc.ny.us/textfiles/Int%200038-2002A.htm]

The law aims to "ensure that persons eligible for social services receive them and to avoid the possibility that a person who attempts to access services will face discrimination based upon the language s/he speaks." The law, to be phased in over five years, makes it mandatory for affected agencies to have all their documents translated into the six languages. It also requires each agency to inform individuals using its services of their right to free language assistance.

New York's Mayor Michael Bloomberg declared, "People pay taxes, they fight and die for us, and they should have services accessible to them. If they don't speak English, I happen to think they should learn to speak English, because you will forever not be able to share in the American dream, but in the meantime, it's incumbent on government to make services available."

Daily News columnist Albor Ruiz summarized the law's reason for being: "The Justice Department and the Department of Health and Human Services have said that failure to give language help in federally funded, city-administered programs violates the Civil Rights Act. With a stroke of Bloomberg's pen, the city will be in violation no more." (12/28/03)

The law has been praised by immigrants' rights groups such as the New York Immigration Coalition. But implementation is another matter: how the language services will be provided, how the quality of service will be evaluated, and what, if any, certification will be required of language assistance providers.

The law states, "The agency shall make all reasonable efforts to provide language assistance services in person by bilingual personnel." The definition of bilingual personnel is "[any] agency, or agency contractor, or other contractor employees, not including work experience program participants, who provide language assistance services in addition to other duties." This unusual definition does not view proficiency in two languages as a prerequisite for being bilingual, and theoretically, a monolingual English-speaking operator who

referred callers to call center interpreters could be considered "bilingual personnel."

The law also provides that "the agency and each agency contractor shall screen bilingual personnel and interpreter personnel for their ability to provide language assistance services. The agency and each agency contractor shall provide annual training for bilingual personnel and interpreter personnel to ensure that they are providing appropriate language assistance services." Will city agencies' training and screening be uniform? What standards will be used?

The Act includes a set of "miscellaneous" provisions at the end, such as the following: "Nothing in this chapter precludes a limited English proficient individual from having an adult volunteer, relative, spouse or domestic partner accompany him/her to provide language assistance services with the agency office or agency contractor, provided that the agency office or agency contractor remains responsible for informing a limited English proficient individual of the availability of free language assistance services and the agency remains responsible for ensuring effective communication." If a Russian speaker brings a relative to interpret, how is the agency going to ensure that effective communication—an undefined term—has actually taken place?

Mayor Bloomberg was initially opposed to the legislation because of its high estimated cost. But, according to a staff member in the office of Queens Councilman John C. Liu, one of the bill's sponsors, Bloomberg became persuaded that implementation would actually not be that expensive, since the city could outsource to a telephone interpreting agency similar to the one it employs in its 311¹ service, use machine translation, and call upon "bilingual personnel."

In the months of negotiation leading to the bill's passage in December, no one, according to this same staff member, bothered to ask translator or interpreter associations for their opinion. Nor did these organizations contribute to any debates on the issues.

In the meantime, agencies covered by the new legislation have eight months to come up with an implementation plan. Councilman Liu's office says the city is most probably planning to outsource the translation and interpreting services to agencies, not individuals. Courts throughout the country know the pros and cons of working with individual service providers in lieu of agencies. With an extensive list of approved interpreters, courts can ensure a minimum standard of interpretation *and* save money in the process. Sometimes, however, especially with lesser-used languages, no qualified interpreter can be located and the court turns to the more expensive agency option as a last resort. Theoretically, the recently passed legislation could

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LEGISLATIVE WATCH

NATIONAL

S. 1733 State Court Interpreter Grant Program Act. Introduced on October 15, 2003 to authorize the Attorney General to award grants to states to develop and implement state court interpreter programs. Referred to Senate Committee on the Judiciary. See p. 10 for text of NAJIT letter in support of this bill.

STATES

Vermont. H-079 [An Act relating to evidentiary privilege to prohibit disclosure of communications made to interpreters by hearing-impaired persons.] It is hereby enacted by the General Assembly of the State of Vermont:

Sec. 1. 12 V.S.A. § 1615 is added to read:

§ 1615. PRIVILEGE FOR COMMUNICATIONS MADE TO INTERPRETERS BY HEARING IMPAIRED PERSONS

- (a) As used in this section, "Hearing impaired person" means any person who has such difficulty hearing, even with amplification, that he or she cannot rely on hearing for communication.
- (b) A hearing impaired person has the privilege to refuse to disclose and to prevent another person from disclosing:
 - a communication made by the hearing impaired person to an interpreter acting in his or her capacity as an interpreter for the person; and
 - (2) any information obtained by the interpreter as a result of serving as an interpreter for the hearing impaired person.
- (c) If more than one hearing impaired person is using the same interpreter, each hearing impaired person may assert the privilege for his or her own communications.
- (d) A hearing impaired person may waive a privilege held under this section if the waiver is made knowingly, voluntarily, and intelligently, and is not subject to alternative interpretations resulting from the person's habits and patterns of communications.

CALENDAR

April 16-17, 2004. Providence, RI. ATA Portuguese Language Division Spring Meeting. Information: www.ata-divisions.org/PLD.

April 23-25, 2004. Jersey City, NJ. ATA Spanish Language Division Mid-Year Conference. Information: www.ata-spd.org.

May 10-13, 2004. São Paulo, Brazil. CIATI III. Information: ciati@unibero.edu.br.

May 21-23, 2004. Denver, CO. NAJIT 25th Annual Meeting and Educational Conference.

May 20-23, 2004. Stockholm, Sweden. Critical Link IV. Information: www.criticallink.org.

June 3-5, 2004. New York City. NYU Conference on Global Security: Implications for Translation and Interpretation.

Information: www.spcps.nyu.edu/translationconf.

August 12-14, 2004. Grand Island, NE. NATI Conference. Information: www.natihq.org.

October 13-16, 2004. Toronto, Canada. ATA 45th Annual Conference. Information:www.atanet.org.

November 18-21, 2004. Chicago, IL. ACTFL Annual Conference. Information: www.actfl.org.

November 25-28, 2004. Magdeburg, Germany. FIT International Forum on Interpreting and Translating – Contributing Factors to a Fair Trial.

Information: liese-katschinka@eunet.at.

May 11-13, 2005. Washington, D.C. NAJIT 26th Annual Meeting and Educational Conference.

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be a plentiful source of work for freelance translators and interpreters. For the moment, however, it would seem that the city prefers the convenience of working with outside agencies to the cheaper alternative of calling directly upon individual translators or interpreters.

The Equal Access to Human Services Act has just been enacted and the mechanics are not yet in place. Maybe, just maybe, there will be enough time for the independent, free-spirited and sometimes disunited members of the translation and interpretation communities to make their concerns heard in the labyrinthine corridors of New York City government.

[The author is a federally certified Spanish interpreter who also interprets conferences in Spanish, French and Catalan. He once considered bidding for a New York City translation contract but desisted upon learning that seven copies of the application were required.]

FOOTNOTES

1. New York City recently implemented a central information service. Callers dialing 311 from anywhere in the city are given information or put in touch with the corresponding city agency. 311 is linked to a telephone service that supposedly provides interpreters in over 200 languages. Interpreters living in the New York area, especially those working in languages other than Spanish, are encouraged to test the service by dialing 311. The caller will hear the interpretation of his query and can judge the accuracy of the interpretation. One could, for instance, ask for details about the implementation of this law, Intro 38A. (The author called the number, posing as a French-speaking Togo national. The interpretation was acceptable, but the 311 operator replied that he had never heard of the law and had no idea what it was about.)

Collective Bargaining

Lionel Bajaña

There still are conflicting

views on the value of joining

labor unions.

't is evident that the labor movement is making strides in the interpreting community. The Interpreters' Chapter of ▲ Local 1070/District Council 37/AFSCME, the collective bargaining body of New York State court interpreters, had the opportunity to offer a presentation at the 2003 NAJIT conference in Nashville. Court interpreters in California, Illinois (Cook County) and Hawaii are just the latest in a growing trend toward joining unions. New York state has a long-standing working relationship with labor unions and the New York court interpreters have been part of this concept since the

Needless to say, there still are conflicting views on joining labor unions. California interpreters recently went through a painful and divisive process as interpreters in the Bay Area voted to join a collective bargaining unit despite disapproval of the California Court Interpreters Association (CCIA). I withhold an opinion on the issues that divide the California

interpreters. Nonetheless, I would like to impart my opinion as to the advantages of collective bargaining.

The most evident advantage of joining a labor union is the immediate availability of resources such as legal representation, professional bargain-

ing, political influence, and the provision of fringe benefits. The complex structure of government agencies makes it desirable to draw up contracts that stipulate terms of employment and also delineate the manner in which disciplinary actions are to be handled. Professional contract negotiators can ensure interpreters a competitive salary, just compensation for overtime work, non-preferential employment, health benefits and job security. Affiliations with large labor unions may also offer benefits in addition to the ones obtained through the employer, such as dental, optical or legal representation for individual members and their families.

Since the 1970's, New York City court interpreters have been affiliated with District Council 37(DC 37), the city's largest public employees labor union. DC 37 oversees smaller units called locals; these locals are further divided into units called chapters. Local 1070/Court Interpreters' Chapter is a group of about 300 full time staff interpreters as well as per diem interpreters in a variety of languages. Since unionizing, court interpreters have secured contracts that periodically increase their income. The New York court system utilizes an employee grading scheme to classify its employees. In the 1980's interpreters had a paygrade of JG-16 with an annual salary of \$12,000 plus benefits. Today court interpreters have a starting annual salary of \$39,642 plus location pay to offset the high cost of city living as well as an overtime pay schedule. The contract also ensures a \$1,500 yearly increment for the first seven years of employment. Other benefits include annual leave (20 days per year), sick leave, and a sick leave bank that enables employees to endure financially any protracted medical problems. Fringe benefits also include legal representation when facing disciplinary action as well as counsel for divorce proceedings, real estate purchase, will preparation and other non-criminal proceedings. A dental and optical plan is available for members and their families. All members are entitled to a cash refund upon successful completion of college or continuing education courses. Discounts and promotions from car rental companies, hotels, banks and other industries are available for interpreters who are members of our local.

Court interpreting is a relatively new profession in the American courts and understandably, administrators have lim-

> ited insight regarding this discipline. But court interpreters are becoming more commonplace in the American legal landscape. Deemed by some the stepchild of the justice system, court interpreters can be likened to the celebrated Cinderella. A labor union

is capable of providing assistance to court administrators to successfully staff their courts with highly skilled interpreters. Interpreters grouped in organizations such as labor unions can impart valuable experience and knowledge that can be implemented for optimal service. In New York, the Interpreters Chapter has periodically offered workshops in grammar, phonetics, vocabulary and procedure in criminal, family, civil and housing court. The relationship between administration and a labor union need not be adversarial; rather, this liaison can work together to ensure safe and just working conditions and also strive for the courts to get the best linguistic service that money can buy.

[The author is a staff Spanish court interpreter with New York State Supreme Court in the Bronx, and Vice-Chair of the Court Interpreters' Chapter/Local 1070.]

> Visit us online at NAJIT http://www.najit.org

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COMMITTEE REPORTS

Advocacy Committee

NAJIT Writes to U.S. Senators

The letter below was prepared by NAJIT's Advocacy Committee and faxed to all the members of the U.S. Senate. NAJIT encourages members and colleagues to write similar letters in support of this legislation.

February 13, 2004

TO: Honorable Members of the United States Senate RE: S 1733, Grants For Court Interpreter Programs

The National Association of Judiciary Interpreters and Translators (NAJIT), a professional association of language specialists in the legal field, fully supports **S 1733**, currently under consideration by the Senate Judiciary Committee, to authorize the Attorney General to award grants to states to develop and implement state court interpreter programs.

Our association was founded in 1979 and currently has over 1,000 members who work daily to bridge the language gap in state and federal courthouses and legal proceedings across the country. Our members are in a unique position to see how often access to accurate translation is compromised for limited English speakers, despite Title VI of the Civil Rights Act of 1964, which prohibits discrimination on the basis of language or national origin.

Grants to establish and fortify reliable state court interpreter programs are sorely needed.

If S 1733 is passed, each state would stand to receive \$100,000 per year toward their interpreter programs, a modest sum given the scale of most state programs, but a positive sign of the federal government's determination to improve access to justice throughout the United States.

These funds will assist state courts in need of frequent language services to undertake the following tasks, all of which are essential:

- create a unit within the courthouse to administer interpretation service;
- 2. establish a qualification procedure for interpreters;
- 3. identify current and future needs;
- 4. identify and recruit potential interpreters in languages of frequent use;
- 5. schedule effectively so that resources are not wasted (when a court proceeding is delayed, postponed or canceled);
- train court personnel in language access issues, so that they respect the qualification, scheduling and payment policy;
- 7. train interpreters/translators in standard operating procedure, legal terminology and ethical behavior;
- 8. budget for offices, equipment and personnel;

9. inform the public of the service available; and 10. follow up on complaints.

In NAJIT's experience, some states have established solid interpreter programs but have been hampered by diminishing or non-existent funds to recruit, train and test interpreters while continuing to attend to their daily caseload. Other states are still struggling to organize and provide reliable language services to the limited English proficient in their populations. Some states continue to rely on a scattershot approach to providing language service: their interpreters lack linguistic competence, are unaware of their role, or have no orientation to the tasks they are asked to perform. Different states have different needs, depending on their populations, but any reliable program requires committed personnel and funding so as not to keep the courthouse doors closed to a significant percentage of the community.

Over the past decades we have seen that within the criminal justice system, especially in overburdened state courts, the tendency is toward crisis management and cutbacks. Language services are not high on anyone's agenda: they are not adequately planned for, funded, or respected; administration is not efficient, and interpreters are often viewed as a costly accommodation to "people who can't be bothered to learn English" (in itself a discriminatory attitude). It bears noting that many limited English proficient people are working citizens in the process of acquiring better English, although their English is not sophisticated enough for them to comprehend or meaningfully participate in a legal proceeding.

Without clear support from the federal government to improve access to the state courts, we believe that many state courts will continue to operate haphazardly in providing language services. For the limited English proficient to have improved access to state courts, institutional improvement needs to be promoted by the executive branch so that language services are more valued, recognized and efficiently administered, with no stigma attached to those whom they are intended to serve.

Untrained and untested interpreters may interfere with the judicial process and reduce the effectiveness of the courts. Unqualified interpreters jeopardize the basic legal rights of non-English speakers and increase the risk of expensive appeals due to interpreter error.

For all the above reasons, NAJIT commends S 1733 for its recognition that court interpreter programs need support, and supports its passage.

If you require further information, please contact us via email at *legislation@najit.org*, or call Isabel Framer of the NAJIT Advocacy Committee at 330-665-5752. Thank you for your consideration.

Sincerely yours, Cristina Helmerichs D. Chair, NAJIT Board of Directors

Florida Press Comments on Tomás Case

he Florida press printed two articles and an editorial in February regarding the Petrona Tomás/Eulalia Miguel case (see *Proteus* Fall 2003 issue, p. 14-15, for text of a letter sent by NAJIT to the presiding judge in this case). Visit the websites of the *Palm Beach Post* (www.palmbeachpost.com) and Fort Lauderdale *Sun Sentinel* (www.sun-sentinel.com) for details, or search on the keywords "Petrona Tomás."

Publications Committee

NAJIT Tape Transcription and Translation Project Update

n ad hoc committee within NAJIT's Publications Committee was appointed in January 2004 to begin working on NAJIT's Tape Transcription and Translation Project. The committee includes 9 subcommittee members, now members of the Publications Committee, and 7 consultants (NAJIT membership was not a requirement for consultants):

Subcommittee Members/Consultants

Rafael Carrillo (TX) Gladys Segal (MD) Liliana González (CA) Flavia Caciagli (Italy) Cathy McCabe (GA) Jenny Chan (NY) Nadia Najarro-Smith (MN) Haydee Claus (CA) Bethany Dumas (TN) Dagoberto Orrantia (NY) Margaret Redd (KT) Joyce García (TX) Teresa Salazar (VA) Sara García-Rangel (NJ) Silvia San Martín (CA) Samuel Mattix (WA)

The subcommittee members constitute the core group; they will be primarily responsible for drafting the forensic-linguistic guidelines and conducting the background research. They will be assisted in their work by the consultants. The chair of NAJIT's Publications Committee, Sylvia Zetterstrand, will coordinate and oversee the work of all the project participants.

As you may recall, two announcements were posted in the *Proteus* Fall 2003 issue describing the Tape Transcription and Translation Project inviting qualified individuals to submit their credentials to be considered for participation. In the second announcement, the project deadline was extended until November 24, 2003.

Before that deadline, some 50 people contacted the Publications Committee chair to inquire about the project, express their support, and/or to request to be a project participant. NAJIT even received advance orders for our publication! This response exceeded NAJIT's expectations by far, and made the selection process more difficult and time-consuming than anticipated.

NAJIT, and the Publications Committee Chair in particular, wish to thank everyone who expressed interest in this

project. The Tape Transcription and Translation Project is the first large-scale project NAJIT has undertaken that has been open to members and non-members alike. The level of interest and support that our project has elicited has been extremely encouraging.

As to the composition of the project team, most of the interpreters participating are Spanish interpreters; however, the following languages are represented as well: Italian, Chinese, Laotian, and Thai. All the interpreters are either federally certified (in the case of Spanish) or state certified. Collectively, the team members have a wealth of experience and knowledge.

In addition to those with extensive experience doing audio source transcription and translation, our group includes people with expertise in translation, applied linguistics, theoretical linguistics, forensic linguistics, the law (in the US and abroad), literature, writing and editing, and languages. Our interdisciplinary team will be sure to yield a high quality final product.

Participation in NAJIT's Tape Transcription and Translation Project will not be limited to the people listed above. As the team's work advances, other professionals in the field will be sought out. For instance, we will be inviting one or more ASL interpreters to write a section about the work they do when deaf individuals provide videotaped statements. Interpreters in spoken languages such as Russian, Arabic, Hebrew, Hindi, and Portuguese have also expressed interest in participating.

The project participants are currently engaged in two main activities: (1) preparing a working bibliography for the project; (2) reading and making general comments on two unpublished works, namely, Janis Palma's *Style Manual for the Transcript and Translation of Tape Recordings*, and the Joint Language Training Center's *Standardization Guide*. After this preliminary stage, the next step will be to outline the topics to be covered in the publication, and to assign them.

Two of the goals of this project are to standardize the practices of tape transcription and translation, and to make recommendations about a wide variety of issues in the field. We expect that the final NAJIT publication will have wide distribution. For that reason, it is essential that the project's findings are as solid and well-researched as possible.

With that in mind, NAJIT would like to ask the membership to assist us in preparing our working bibliography. If you are aware of any works regarding audio-visual source transcription and translation that we should consider in our research, please let us know by contacting the Chair of the Publications Committee, Sylvia Zetterstrand, at: zetterst@yahoo.com. In particular, we are interested in receiving information about unpublished style manuals/reference materials. All authors will be duly credited in our bibliography.

Syndicated newspaper columnist Joyce Lain Kennedy highlighted court interpreting, and NAJIT, in a February column. Visit www.najit.org to read all about it!

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Membership Committee

DID YOU KNOW ...?

- NAJIT offers a *freebie* that anyone interested can take advantage of: the Open Listserve is a free discussion listserve open to everyone interested in court interpreting and translating. Just visit www.najit.org and follow the instructions to join the list. Any ethical dilemmas either in the courtroom or elsewhere? Share them on the Open Listserve and you'll find many a sympathetic ear, as well as valuable feedback. Tell your friends!
- NAJIT can help you become better known professionally. If your language skills are needed outside your home turf, membership in NAJIT can provide you with nationwide exposure.
- NAJIT brings you a wider perspective on issues affecting judiciary interpreters and translators nationwide and beyond. If you've ever wondered how the system works elsewhere—or doesn't—you can turn to NAJIT and find
- Frustrated by cancellation policies—or lack thereof? In a recent exchange on the NAJIT Open Listserve, colleagues shared information and posted standing regulations showing how various jurisdictions and different states are dealing with cancelling the interpreter when the judicial proceeding has been rescheduled. Compensation, or not? If so, how much and under what circumstances?
- Being active in NAJIT can help you gain valuable knowledge that may assist in negotiating better compensation for your services as interpreter and/or translator. Other professions that serve the public have been known to use the comparison factor when negotiating for better terms.
- Colleagues working in languages different from yours can broaden their base of operations. Interpreters working with languages that offer no exam or certification in their home state can network with fellow NAJIT members in other states and learn about certification possibilities. Thus, they may gain a tactical advantage by earning a "seal of approval" from a state offering recognition to that particular language.
- Judges, prosecutors, defense attorneys and court administrators all have professional organizations. They also need interesting luncheon and conference speakers and presenters. When you offer to make a presentation at their meeting, you become more respected as a spokesperson in your profession. As part of your presentation you can share real-life stories and situations taken from your work in the judicial field. At the same time, you can make their lives a little easier by telling them about NAJIT as a resource to turn to the next time they need multiple interpreters for a particular case, or a unique situation arises in a "new" language.

Feel free to share the above with colleagues and others in the judiciary as may be appropriate. Your comments and further ideas are welcome!

Ines Swaney Chair, NAJIT Membership Committee California state and federal certified Spanish Interpreter

Nominations Committee

The Nominations Committee, consisting of Joyce Y. García, Chair, Albert G. Bork, Susana Stettri Sawrey, and Teresa Salazar, has presented the following slate of candidates to the membership for the 2004 election to the Board of Directors:

Ianet Bonet Alexander Rainof Lois Feuerle D. Hal Sillers

Three candidates will be elected from this slate. Ballots will be mailed to eligible voters in March. Members of NAJIT as of the record date of April 2, 2004, will be eligible to vote by mail ballot or in person in this election. The election will be held during the Annual Meeting on Saturday, May 22, 2004, at the Denver Marriott City Center Hotel, Denver, Colorado.

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Volume XIII, No. 1

EXECUTIVE DIRECTOR'S CORNER

Committee Work—Building Consensus

ne of the benefits of being a member of NAJIT is the opportunity to serve on committees. For many of us, this prospect does not bring joy. We've had too many hours wasted on poorly organized committees that seemed to go round and round, without achieving much. There is a famous joke: "A camel is a horse that was designed by a committee."

For some human endeavors, a committee will not provide a good result. Baking a cake or painting a picture requires individual impulse, vision, and skill to succeed. But for other kinds of work, committees actually can provide better results than anything one person could achieve by individual endeavor. There is interesting research showing that when the process is right, groups can come to effective conclusions very quickly.

I'm a big fan of group work and have been privileged to serve on some excellent committees during my service in the American Translators Association. The Denver Conference Committee has graciously offered me the opportunity to share what I've learned, over the years, on the Friday before the Annual Conference in Denver, Colorado. If you would like to learn the principles that make for effective committee work, and how to release the positive energy in organizations you are involved in, come to Denver early and take part in this workshop. We will also cover what Jane Goodall's chimpanzees teach us about human beings; the role of fear, shame, and guilt in volunteer work; and how love and imagination help effective leaders get things done. Participants will receive a handout covering key principles.

The training will be offered on Friday morning, May 21, 2004, from 9:30 to 11:30 AM. The workshop will be free to NAJIT members, but you do have to preregister. There will be a modest fee for nonmembers. This course summarizes my experience over the last thirty years in voluntary organizations, in a way that—so I'm told—keeps audience interest and is also sometimes rather funny. I'd love to see you there! ▲

Ann G. Macfarlane Executive Director

CALL FOR PAPERS

Fédération Internationale des Traducteurs

Seventh International Forum on Interpreting and Translating at Court and for Public Authorities "Interpreting and Translating—Contributing Factors to a Fair Trial"

Magdeburg, Germany • November 25 -28, 2004

The FIT Committee for Court Interpreting and Legal Translation invites translators, interpreters, lawyers, teachers and students to submit their contributions from research, teaching and practice.

TOPICS

- Translating and interpreting for the courts and the public authorities, including the social and health system;
- Statutory basis, professional and legal status;
- Intercultural communication;
- Sign languages and the languages of the new EU Member States, as well as their different legal proceedings;
- Terminology;
- Applying new technologies;
- Basic and further training;
- Ethics of the profession.

The abstracts should have about 250 words and should be sent in before July 15, 2004.

Professor Dr. Christiane J. Driesen Kanalstrasse 16, D-22085 Hamburg, Germany Phone: +(49)40 2298473 – Fax +49 (40) 2299183, E-mail: <u>cjdriesen@msn.com</u> Dipl. Dolm. Liese Katschinka, Dr. H. Maierstrasse 9, A-1180 Vienna, Austria

Phone: +(43) 1 - 470 98 19, Fax: +(43) 1 - 440 36 07, E-mail: liese-katschinka@eunet.at

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IN MEMORIAM: Mirta Vidal Orrantia

A Personal Reminiscence

Nancy Festinger

Interpreting brings you into contact with all kinds of people and some of your colleagues become lifelong friends. Mirta was that kind of friend to me. The courts have lost a seasoned practitioner, the interpreting community a tenacious advocate, our association a committed activist, our exam its principal champion, but so many of us here in New York and elsewhere have lost a friend whom we will always miss.

They say that new people create an impression within 60 seconds. Fittingly for an interpreter, Mirta's voice created an immediate impression. From my first contact with her on the telephone in 1982, her voice was soft and reassuring, her lilt in English both beguiling and indefinable, like the lapping of tiny waves on a riverbank. That she worked in an official capacity in a federal courthouse was completely incongruous. Soon after that initial conversation in which I confessed to being newly certified but unfamiliar with federal court or electronic equipment, we met in person when I went to Brooklyn (terra incognita, though I was a New Yorker) for my first freelance assignment in the Eastern District, where she ran the interpreters office singlehandedly from a windowless room the size of a storage closet. She was about thirty years old, with deep brown eyes, a gentle manner and already, a certain world weariness. It was a newly created department and she was all alone, answering phones, calling interpreters, processing both interpreter and attorneys' CJA (Criminal Justice Act) vouchers—the latter, a task reassigned some years later—writing memos, setting policy, establishing credibility, and interacting with other court units. (The office later grew to its current size, with four staff interpreters and an administrative assistant.)

At the time lengthy, multi-defendant drug trials were common, with a daily complement of a dozen or more shorter proceedings in the district courthouse. A new presence in federal court, certified interpreters were in demand; New York had a dozen or so freelancers of all ages, from many countries and backgrounds. Warily we eyed one another, as if afraid to be tested (again). Mirta was the first colleague to whom I conveyed my personal insecurities, and in this as in everything else, she was understanding and generous, assuring me that everyone had terminology gaps and assuring me that improvement would come with practice, study and exchange.

Over time I got to know her better as out of court we would have lunch or meet for social occasions, during which she shared some of her history: born in Argentina, having emigrated with her family to the States at age ten, she always had a strong feeling of displacement here; she had been a political activist practically from adolescence, with deep political convictions and a passionate commitment to working against economic and racial

oppression; she had done important work in helping torture victims and political prisoners in Latin America; had jumped into the raging theoretical debates of the left, led mostly by men; had risen to positions of importance; had traveled widely to political national and international meetings; worked as a Spanish-language journalist; edited a Spanish-language journal; devoted much time to writing and translating; then moved to San Diego, began working for the Legal Aid Society there, became federally certified and moved back to New York, settling into another career as a court interpreter.

Serious and determined in everything she did, Mirta was also exquisitely sensitive to others—sometimes to a fault, overly solicitous of others' sensibilities. She would have made a fine diplomat. (Once when in New Orleans, we went on a lark to a palm reader, who told her she had the sign of the judge in her hand. We had a good laugh at that one.) I discovered that while she had little time for mirth in her official capacity, outside of work, her loose-limbed guffaws would burst out at the slightest provocation.

She stayed some years on staff in the Eastern District and then found the time commitment too hard to maintain with frequent absences for exhaustion, colds and flus. For some years she believed she suffered from chronic fatigue and followed as many remedial therapies as she could find. Many years later she was diagnosed with pulmonary hypertension resulting from scleroderma, which ultimately caused her death.

In the mid-1980's she turned to freelance interpreting and for years we were freelancers together, occasionally playing hooky at the same time to do something enjoyable in the city instead of working. We shared a love of languages, travel, good food, good jazz, Latin dancing, good books, movies and conversation on any subject close to our hearts. In 1990 we both joined the staff interpreters office in the Southern District. She stayed for eighteen months until she resigned on account of persistent health problems. For the next ten years she continued working actively as a court interpreter and spread her wings as a conference interpreter. She was well respected in the U.S.Attorney's Office for excellent work with witnesses and her expertise in tape transcription. (She even convinced some prosecutors that team interpreting was essential with lengthy witness testimony, a practice they had previously resisted.) Having started with her being my supervisor, having been freelancers together, then staff interpreters together, the tables turned and one day I became her supervisor. In all of these roles, working with her was a treat; as a team member she was sought after and got along with everyone. She could be depended on to step up to the plate no matter what the assignment.

My favorite memory of working together is of a time we interpreted a three- or four-week trial. We would pass frequent notes to each other, sometimes about terminology but

just as often to keep each other awake, and when we rotated on the witness stand, we consulted and corrected each other, sometimes simply calling out a word from the other side of the courtroom. No one gave it a second thought. Finally, it came time for the charge to the jury, which took several hours. At one of her turns on the mike I passed her a note with a play on words, thinking it would amuse her momentarily through a monotonous passage. (I knew she could read notes and interpret at the same time without getting flustered.) But as she glanced at the note, an irrepressibly loud giggle escaped, and there we were during the solemn jury charge, struggling to compose ourselves because the hilarity was catching. Fortunately, the judge didn't notice. The sheer number of things happening at the same time made us giddy beyond remedy.

One day in 1992 a bunch of us were sitting around after work, too tired to leave the office, discussing our cases, the state of the world and so forth, when the conversation veered off into more intimate terrain, the dynamics of male-female relationships. All of those present were single, with differing degrees of cynicism and hope. Who knows exactly what happened, but strong opinions got expressed, Mirta's feelings got hurt, and the next day a dozen roses appeared on her desk. Some kind of spark must have been lit, because in short order we learned that she and Dagoberto Orrantia, a longtime colleague, had fallen in love while no one was looking. In a matter of months they were married, and everyone who knew her saw a Mirta who was happier and more alive than ever before.

Around that same time *Proteus* was born. Mirta, Dago and I duked it out over every detail: content, look, layout, headline, down to the commas. Mirta had moved to Brooklyn to Dagoberto's apartment, and since I lived around the corner, I was always stopping by with some piece of *Proteus* we were working on. Short consultations inevitably turned into long exchanges on every possible subject, luckily for me, including dinner. I called us NAJIT's kitchen cabinet. If at times it seemed that we never stopped talking NAJIT business, it was because of our proximity, the constant flow of information, our enjoyment in seeing each other and the desire to give the association a publication of record we could be proud of.

In lighter moments, Mirta used to say she wanted to be a lounge singer in her next life. I'm happy to report that in this life she performed a few times in the Courthouse Follies, the musical comedy that the SDNY interpreters office puts on for the courthouse every year at holiday time. Undoubtedly her best performance was in 1994, playing a defendant who appeals her case for ineffective assistance of counsel, although her attorney is smitten by her. Mirta as the outraged defendant appeared in a tight jean skirt and a made-up kewpie doll face, and sang "I'll Be Suing You" to the tune of "I'll Be Seeing You." Her fluid body language and melodious ease on stage were a revelation to all. She brought the house down.

Among American standards her favorite was "Skylark," a soaring ballad that ends wistfully:

Skylark, I don't know if I can find these things But my heart is riding on your wings, and if you see them anywhere, won't you lead me there?

During our long years as NAJIT members, Mirta and I traveled together to meetings and conferences, including to Puerto Rico and Cuba, spending much time on planes discussing the evolution of the organization and her vision of raising its profile, strengthening its goals. Beginning in 1991 when she became a board member of NAJIT, and later through her presidency and as midwife to the NAJIT/SSTI examination, she gave selflessly of her time in persistent pursuit of organizational excellence. At times her messianic zeal was not shared by all, conflicting opinions raged, but her dogged determination to do what she believed was right resulted in a legacy that will forever be a high-water mark for the association. In addition to her growing NAJIT responsibilities, her last ten years were filled with exciting work opportunities as well as travel to Colombia, Mexico, Argentina, and elsewhere.

When respiratory problems became more acute, Mirta gently disengaged herself but kept a keen interest in all professional business. This last year was particularly difficult, with multiple hospital stays, new medical techniques, limited mobility, increased exhaustion and hope of an eventual lung transplant. Throughout, Mirta kept her spirits up ("Being depressed is a luxury I can't afford" she said), kept in touch with friends as much as possible, kept cooking and caring for others, and was surrounded by family: her bulwark, Dagoberto, her sister Graciela, mother Olga, and step-children Lisa and Antonio.

Her zest for action and enjoyment will always be undiminished in my mind. She lived consciously and conscientiously, gave the best of herself to others, and would have liked to hang around longer. Right now she must be singing boleros in heaven. Thank you, Mirta, for enriching my life.



The family appreciates contribution made to the Scleroderma Foundation. ▲

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IN MEMORIAM: Donald F. Barnes 1930 - 2003

Stephanie van Reigersberg

on Barnes, who had a long and illustrious diplomatic interpreting career, died unexpectedly in Florida this past December after a brief illness. He was the mentor and guide of many senior diplomatic interpreters of this generation, but I doubt that any drew their inspiration from him at an earlier age than I. As a sophomore at Swarthmore College, I was just beginning to study Spanish when Don arrived on campus with a group of Chilean university students in tow. They were to spend a week on campus, and the Spanish Club was to be in charge of their "care and feeding." We had a first meeting in which each of the visiting students explained his (they were all men) political beliefs and opinions about U.S.-Chilean relations. None spoke a word of English; they all spoke with great passion and at dizzying Chilean speed, so most of the audience depended on Don, doing the most magnificent consecutive interpretation imaginable. I remember being slumped down in my chair and as he spoke, coming gradually to full attention, thinking, "What a miracle!" I wondered how any normal mortal could accomplish such a feat. As the week progressed, I became more and more incredulous—not only did he not omit one comma, but sometimes the speakers went on for what seemed like hours without taking a breath, and he maintained total composure. Out it all came, with every nuance and every bit of the fire and conviction of the speaker.

I never imagined our paths would cross again, but following my graduation, I became an interpreter trainee at the United Nations, went to work there, and then moved to Washington, D.C. in 1968 to get married—to Don's deputy in the office of Language Services! After my husband left the State Department, Don asked me if I would like to work for him, a moment I will always remember. Reminding him that a few short years before, I had needed an interpreter myself (at least to understand Chilean Spanish spoken at a clip!), I asked if he really thought I was up to the task. That was when Don as mentor asserted himself. He replied "I know you can do it" and he meant it, so I could not disappoint him. With hard work and perseverance as my allies, from then (1972) until the day he retired in 1985 and beyond, there was never a moment when I felt alone or without the support that all interpreters dream of having. My consecutive interpretation needed a lot of work, and Don was always there, letting me know he had no doubts about my ability (though I often did). He pushed me to all manner of wonderful interpreting adventures, from the Panama Canal negotiations to the Iranian hostage crisis, to many trips to Cuba for various administrations, each one a rare privilege. When he departed State (as chief, not as contract interpreter, the latter a role he fulfilled until the week before his death), his faith in recommending me to be his successor was the climax of this long road down which he led me with such a gentle yet sure hand.

Don told endless stories about politics, "the greatest spectator sport in the world." His relationship with JFK was unique ("Don? This is Jack Kennedy"). He told wonderful stories about his assignments in the Dominican Republic during the Marine landing in the early sixties. The acute intelligence and political knowledge he brought to bear in his interpreting work made his "debriefings" an absolute delight. He always shared any information to help us be better in our own assignment, and he always enjoyed our reports back to him. The post-assignment interaction, an example we all followed, made our interpreting service much better, not just in Spanish, but in all the other languages as well.

As much as Don will be remembered for the excellence of his interpreting and high professional standards, he would want to be remembered above all for devotion to his family. It was an article of faith with him that family came first, and he was blessed with three children who reciprocated his devotion. His first wife, Joane, their mother, passed away after a very long and painful illness during which he was always at her side. Sadly, his second wife, Iris (mother of our colleague Celeste Bergold here at Language Services) also died after a lengthy illness. But Don never dwelled on the "cup half empty" theory; he was one of the most optimistic and cheerful friends imaginable, always ready with a joke or a recommendation for a good book or an anecdote from the old days. I can only surmise that it was his quiet yet abiding religious faith and the example of his wonderful parents, missionaries in Azul Argentina when Don was born and for years thereafter, that made him the truly happy and uplifting presence he was.

His contribution to the federal court certification exam came after he left the State Department and can be commented on more eloquently by others; but I know for a fact that the examination was known throughout the interpreting community as one of the best and most reliable testing instruments ever devised. Don played a large part in its creation.

The interpreting community has lost a key member, a generation-marking personality, a dear friend. Following his own penchant for anecdotes to illustrate and edify, imagine this scene in 1989 in Santiago, Chile, in the Cathedral, where I accompanied Vice President Dan Quayle to the Patricio Aylwin inauguration. By this time, one of the Chilean students of yesteryear had become the Finance Minister, and miraculously recognized me as the college student from way back when. "What are you doing here?" he asked. "Interpreting for Vice President Quayle, "I replied. He looked upset. "Oh my God! Where is Don Barnes?" I relayed that Don, who had been my boss at the State Department, had retired. The Finance Minister asked me to convey his greetings, and declared Don "the best of the best." Surely we would all agree.

[The author is chief of the Interpreting Division, Office of Language Services, U.S. Department of State.] ▲

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SSTI Announcement Training of Trainers Opportunity

The Training Committee of the Society for the Study of Translation and Interpretation (SSTI) has completed the first course to prepare for the written portion of a certification examination in English and Spanish. The course covers reading comprehension, grammar and usage, synonyms and antonyms, idioms and proverbs, professional ethics, and written translation.

All courses developed by SSTI will have standardized course contents and teaching methodologies, so all students will benefit equally regardless of where they take the course, or who teaches it. The Training Committee Co-Chairs, Janis Palma and Dr. Dagoberto Orrantia, will be in charge of training all instructors who participate in SSTI educational programs.

As part of the NAJIT Annual Meeting activities, SSTI will offer its first Training of Trainers workshop on May 21, 2004 in Denver, Colorado, for interpreters who wish to become part of SSTI's roster of trainers. This one-day workshop will cover specifically the course materials and teaching strategies to prepare certification candidates taking the written portion of any Spanish/English certification exam. Early registration for this workshop is \$175 for NAJIT members, \$195 for non-members. The deadline to take advantage of this early registration fee is Tuesday, April 20, 2004. Registration fees after this date or on-site are \$215 for NAJIT members, \$235 for non-members. Visit the NAJIT website, www.najit.org, or use the form on page 19 to register.

CERTIFICATION EXAM ANNOUNCEMENT

An examination leading to the credential of

NATIONALLY CERTIFIED JUDICIARY INTERPRETER AND TRANSLATOR: SPANISH

The National Association of Judiciary Interpreters and Translators, together with the Society for the Study of Translation and Interpretation, are pleased to offer members and nonmembers the opportunity to register for the written component of the National Judiciary Interpreter and Translator Certification Examination.

The examination is being administered in Denver before the 25th Annual NAJIT Conference.

DATES

Written Examination: May 20, 2004

Oral Examination: May 20-21, 2004

PLACE

Denver Marriott City Center 1701 California Street Denver, Colorado 80202

For complete details and to register contact:

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MAY 20-21, 2004

Denver Marriott City Center 1701 California Street Denver, Colorado 80202

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THE NEWSLETTER OF THE NATIONAL ASSOCIATION OF JUDICIARY INTERPRETERS AND TRANSLATORS



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