



## **National Association of Judiciary Interpreters & Translators**

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November 23, 2015

US Department of Justice  
ATTN: Karen Manna, Chief, Language Services Unit  
Executive Office of Immigration Review  
5107 Leesburg Pike, Suite 1902  
Falls Church, VA 22041

Dear Ms. Manna,

The National Association of Judiciary Interpreters and Translators (NAJIT) would like to express our serious reservations about the proposed contract between your office and SOS International LLC (SOSi). NAJIT is the largest professional association for interpreters in legal settings. With over 1200 members and thirty-seven years of leadership in the area of language access, NAJIT has been a proactive force in shaping, framing and addressing national policies around this issue. We have enjoyed a long, strong and fruitful partnership with the Federal Coordination and Compliance section of the Civil Rights Division of the Department of Justice and our record of advocating for fundamental fairness rather than any particular ethnic group is beyond reproach.

As such, we view ourselves in an ideal position to shed light on some of the more troubling aspects of the proposed new contract. While we lent our complete support to the joint letter sent to EOIR by the American Translators Association (ATA) on behalf of a large group of concerned organizations, our expertise allows us to go further in evaluating some of the items that we have identified as serious shortcomings.

Professional and competent interpretation and translation requires not only the obvious advanced language skills but it also requires other specialized skills that can only be acquired through rigorous training and an objective and quantifiable testing protocol. We find it very disturbing that unlike the prerequisites for American Sign Language (ASL) interpreters, the proposed contract does not require any previous work experience for spoken language interpreters and translators nor does it require that the spoken language interpreters and translators hold certification. Instead, the requirement is a satisfactory score on the Interagency Language Roundtable (ILR) and the Test of English as a Foreign Language (TOFL). Although that protocol is accepted in many settings, it should not be a substitute for specialized credentialing in the area of legal interpreting in languages where credentialing at either the state or federal level is possible. The same can be said of translation as the ATA provides translation-specific testing and credentialing.

Entering into a contract with such glaring loopholes would open the door for less competent and established interpreters and translators to qualify for these positions. Coupled with other shortcomings in the contract as it pertains to working conditions and rates of pay, we feel this will lead to qualified interpreters and translators refusing to provide their services. The result will be a considerable and dangerous drop-off in the quality of language services provided to a very vulnerable population.

Professional interpreters and translators invest substantial time, energy and money to gain and maintain the skills required to competently provide an invaluable service. When a contract circumvents or overlooks vital aspects of established norms for interpreting and translating, competent professionals are squeezed out of the marketplace and the entire system suffers. Reducing the standard rate of pay, not offering a late cancellation fee and failing to provide reimbursement for travel time or mileage, particularly in light of the remote location of many of the detainee centers, will place an undue and untenable hardship on these language professionals. This fact is compounded by the lack of policies to address interpreter fatigue such as prescribed breaks and team interpreting.<sup>1</sup> We reiterate that the end result will be a drastic draining of the pool of qualified individuals willing to render their services. This fact is already evident in the numerous media reports on the subject. We believe this will result in a further backlog to a system that is already taxed, as well as an inevitable drop-off in the quality of language services and thus language access.

In the interest of all involved and the system itself, we urge you to reconsider some of these contract provisions that are so troubling and counterproductive. NAJIT always stands ready as a trusted partner to provide input and expertise where it may be relevant and beneficial. Please do not hesitate to contact us if we can be of assistance.

Sincerely,

*Esther M. Navarro-Hall*

Esther M. Navarro-Hall  
Chair

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<sup>1</sup> [http://www.najit.org/documents/Team%20Interpreting\\_052007.pdf](http://www.najit.org/documents/Team%20Interpreting_052007.pdf)