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# **CONSORTIUM FOR STATE COURT INTERPRETER CERTIFICATION**

## **Agreements for Consortium Organization and Operation**

**Adopted August 2, 1997  
Amended August 1, 1998  
Amended November 5, 1999  
Amended November 4, 2000  
Amended November 5, 2001  
Amended May 29, 2002  
Amended February 2005  
Amended May 2008**

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**Amended February 12, 2005**

**INTRODUCTION: BACKGROUND AND PURPOSES**

Audits of interpreted court proceedings in several states have revealed that untested and untrained interpreters often deliver inaccurate, incomplete information to both the person with limited English proficiency and the trier of fact. Poor interpreting constrains equal access to justice for persons with limited English proficiency involved in legal proceedings. Every state that has examined interpreted court proceedings has concluded that interpreter certification is the best method to protect the constitutional rights of court participants with limited English proficiency.

It was deemed beneficial to the court systems and persons with limited English proficiency residing in various states to pool resources for developing and administrating court interpreter test and training programs by creating the State Court Interpreter Certification Consortium ("Consortium"). Founding states were Minnesota, New Jersey, Oregon, and Washington. A Steering Committee was established for the purpose of planning and drafting Guidelines for Consortium Organization and Operation. Members of the Steering Committee were: Sue Dosal (Chair, representing Minnesota), Kingsley Click (representing Oregon), Robert Joe Lee (representing New Jersey), and Joanne Moore (representing Washington). The National Center for State Courts ("NCSC") was charged with inviting other states and, subject to the approval of the Consortium, other entities to become members of the Consortium.

To establish the Consortium, founding states made available, in addition to financial contributions, the following tests: New Jersey, one Haitian Creole, one Portuguese and two Spanish versions of its then-existing tests and one version each of Arabic, French, Italian, Mandarin Chinese, Polish and Russian tests as they are developed; Washington, one Korean, one Spanish, and one Vietnamese version of its then-existing tests; Minnesota, payment of 50% of the expenses of modifying the New Jersey Spanish tests and the Washington Korean and Vietnamese tests and contribution of a Hmong test by January 1, 1996; and Oregon, payment of 50% of the expenses of modifying the New Jersey Spanish tests and the Washington Korean and Vietnamese tests and contribution of a Russian test by January 1, 1996. As of December 1998, four Spanish test versions, two Russian test versions and one test in Haitian Creole, Hmong, Korean, and Vietnamese were in use by Consortium members. A continuing goal of the Consortium is the development of examinations in as many different languages as possible. A complete list of available test instruments can be accessed at the Consortium's Web site at: [http://www.ncsconline.org/d\\_research/CourtInterp/CICourtConsort.html](http://www.ncsconline.org/d_research/CourtInterp/CICourtConsort.html) .

Members of the Consortium recognize New Jersey and Washington's important seminal role in establishing the Consortium and providing models for the standards guiding the test development and administration procedures embraced by these agreements and the several Consortium manuals. Testing procedures and instruments now in use by New Jersey and Washington, which may vary in detail from the standardized procedures of the Consortium, are acknowledged by the members to be functionally equivalent to them and present no conflict with the purposes of the Consortium.

## **1.0 CONSORTIUM ROLE**

The functions of the Consortium shall be to facilitate court interpretation test development and administration standards, to provide testing materials, to develop educational programs and standards, and to facilitate communication among the member states and entities, in order that individual member states and entities may have the necessary tools and guidance to implement certification programs.

## **2.0 CONSORTIUM ORGANIZATION**

2.1. Consortium Members. Plenary sessions of the Consortium shall be convened from time to time to determine policies. Every member shall be provided notice at least 60 days in advance of the scheduled meeting date, and a proposed agenda prior to the meeting. Members will also receive notice of all committee meetings scheduled to be held before, during, or after the plenary sessions.

2.2. Oversight of Consortium Activities. Recommendations as to policies of the Consortium and oversight of Consortium activities in accordance with policy shall be accomplished through an Executive Committee, an Annual Meeting Committee, a Professional Issues Committee and a Technical Committee, subject to approval of the Consortium according to the table of responsibilities shown in Section 2.7. Consortium approval in matters of policy requires concurrence by two-thirds of the current members.

2.3. Executive Committee.

2.3.1. There is an Executive Committee, which shall consist of seven members, four of whom will be elected by the membership annually or whenever required to fill a vacancy, at Consortium meetings or by regular or electronic mail. The other three Executive Committee members will be the Chair of the Technical Committee, the Chair of the Annual Meeting Committee, and the Chair of the Professional Issues Committee.

2.3.2. The terms of the four elected members of the Executive Committee shall initially be for one, two or three years from the date of election, as determined by lot drawn at the first Consortium meeting convened after election. Thereafter, the term of the elected member is three years and until a successor is elected. A member who is elected after a term has begun serves only for the rest of the term and until a successor is elected. Executive Committee members may

be re-elected. The term of the chairs of the Technical, Professional Issues, and Annual Meeting Committees shall be for the period that they remain as chairs of their respective committees and until a successor is elected.

2.3.3. From among its members, the Executive Committee shall elect a Chairperson to preside over committee and general meetings, serve as official spokesperson for the Consortium, and perform other duties as required by these Agreements. The Executive Committee shall elect a Vice Chairperson, to serve when the Chairperson is unavailable. The term of the chairperson and vice chair shall be one year, renewable for a maximum of three years.

2.3.4. Support staff shall promptly distribute minutes to all Consortium members after having been approved by the Executive Committee.

2.3.5. The Chairperson of the Executive Committee shall set the date of the annual plenary session after polling members regarding their availability. The date shall be one on which at least a simple majority of the membership is able to attend. This number shall include at least two members of the Executive Committee, one member of the Professional Issues Committee, one member of the Annual Meeting Committee, and one member of the Technical Committee. There is a presumption that each member state will pay all costs for its representative to attend the annual meeting, except that new member states will be entitled to send one representative to attend the first annual meeting after becoming a member as part of its membership fee.

2.4. Professional Issues Committee.

2.4.1. There is a Professional Issues Committee, which shall consist of up to five members appointed by the Executive Committee. Appointments shall continue for staggered three-year terms. Initial terms of members shall be one for one year, two for two years and two for three years, determined by lot upon appointment of the committee. If there are fewer than five members, the numbers of lots for three-year terms shall be reduced first and the number for two-year terms shall be reduced second. The Executive Committee will solicit and accept nominations for membership and shall determine appointments, based on experience, expertise, diversity of perspectives, and availability to contribute to committee work between annual meetings. The Professional Issues Committee shall concern itself with matters related to education and training, recruitment, interstate coordination, ethics and discipline, and other related matters as determined by the membership. The chair shall be selected by the Executive Committee for a period covering two annual meetings and may be reappointed for subsequent terms.

2.4.2. Support staff shall promptly distribute minutes to all Consortium members after having been approved by the Professional Issues Committee.

2.5. Technical Committee.

2.5.1 There is a Technical Committee, which shall consist of up to five members appointed by the Executive Committee. At least three of the members should have substantial expertise in as many of the following as possible: interpreter test construction, rating, or professional interpreting. A fourth member should be an individual who is a practicing court interpreter who has passed the Consortium test or equivalent or who is certified by the AOUSC and has expertise in test development and test rating. Initially, this member will be hired as a consultant and chosen by the Technical Committee, with the advice and consent of the Executive Committee. This individual's appointment will be annual until such time as an individual with equivalent experience and competence is available from a member state. The fifth member shall be an individual who will work toward developing the kind of expertise required of the first three members.

Appointments shall continue for staggered three-year terms. Initial terms of members shall be one for one year, two for two years and two for three years, determined by lot upon appointment of the committee. If there are fewer than five members, the number of lots for three-year terms shall be reduced first and the number for two-year terms shall be reduced second. The Executive Committee will solicit and accept nominations for membership and shall determine appointments, based on experience, expertise, diversity of perspectives, and availability to contribute to committee work between annual meetings. The Technical Committee shall consider, draft and recommend modifications to Sections 5 and 7 of the Agreements and to the Consortium manuals as necessary. The Technical Committee shall concern itself with matters related to test development, test administration, test rating, and test overviews, statistics, and psychometric analyses. The chair shall be selected by the Executive Committee for a period covering two annual meetings and may be reappointed for subsequent terms.

2.5.2. Support staff shall promptly distribute minutes to all Consortium members after having been approved by the Technical Committee.

2.6 Annual Meeting Committee.

2.6.1 There is an Annual Meeting Committee, which shall consist of up to three members appointed by the Executive Committee. Appointments shall continue for staggered three-year terms. Initial terms of the appointed members shall be one for one year, one for two years, and one for three years, determined by lot upon appointment of the committee. The Executive Committee will solicit and accept nominations for membership and shall determine appointments based on experience, expertise, diversity of perspectives, and availability to contribute to committee work between annual meetings. When the locations of the next two annual meetings are known, one representative from each of those states should serve as a Host State Representative on the committee until the annual meeting is held in that state. The Host State Representatives shall assist the committee with logistical and on-site arrangements and shall have full voting privileges with respect to all decisions and recommendations determined by this committee. The Annual Meeting Committee shall concern itself with matters related to the selection of the annual meeting site, establishment of the annual meeting agenda for approval by the Executive Committee, and arrangements for speakers, panel members, and other

participants at the annual meeting. In addition, this committee may make arrangements, with approval from the Executive Committee, for keynote speakers and assist NCSC staff with preparation of reports and documentation for the meeting. The chair shall be selected by the Executive Committee for a period covering two annual meetings and may be reappointed for subsequent terms.

2.6.2 Support staff shall promptly distribute minutes to all Consortium members after having been approved by the Annual Meeting Committee.

2.7 Other committees may be formed to carry out the duties of the Consortium as deemed necessary by the Executive Committee and/or the membership.

2.8 Responsibilities. When in the judgment of the Executive Committee any questions arise that should be put to a vote of the membership, it may submit the matter to the membership for vote and decision, after discussion by the appropriate means of communication as determined by the Executive Committee. Eligible votes are those cast within three weeks following submission to the membership; affirmative votes from a majority of the membership is required to constitute approval.<sup>1</sup>

Responsibilities.

<b>ITEM</b>	<b>ACTION</b>	<b>APPROVAL</b>
Revise Agreements	Recommended by any member, committee, or staff; reviewed and recommended for approval by Executive Committee	Membership (2/3 majority)
Executive Committee (4 at large members)	Nominations and elections by members	Membership (majority approval)
Standing committee membership	Volunteers appointed	Executive Committee
Standing committee chairs	Appointed	Executive Committee
Annual budget	Compiled by support staff; reviewed and recommended for approval by Executive Committee	Membership (majority approval)
Supplemental assessments	Executive Committee recommends	Membership (2/3 majority)
Standard new members	Processed by support staff	
Variance in entry fee	Terms documented by support staff	Executive Committee
Membership by entity other than state	Terms documented by support staff; Notice to membership	Executive Committee
Use of tests by entity other than state	Terms documented by support staff; Notice to membership	Executive Committee
Create, revise manuals		Technical

<sup>1</sup> Except if the question involves official Consortium policy, a vote of approval by two-thirds of the then current members is required – see Section 2.2.

		Committee
Variance from test administration/rating standards	Reviewed, recommended by Technical Committee	Executive Committee
Revise Sections 5 & 7 of Agreements	Recommended by Technical Committee	Membership (2/3 majority)
Annual meetings	Annual Meeting Committee and support staff coordinate and recommend agenda, dates, registration fee, etc.	Executive Committee

**3.0**

**CONDITIONS FOR MEMBERSHIP AND COSTS**

3.1. Entry Fees. Each new state joining the Consortium will pay an entry fee based upon its estimated population of non-English speakers according to the most recent publication of the U.S. Bureau of the Census as follows:

3.1.1. A state whose population of non-English speakers is estimated as greater than one million will pay an entry fee of \$50,000.

3.1.2. A state whose population of non-English speakers is estimated as less than one million and greater than 100 thousand will pay an entry fee of \$25,000.

3.1.3. A state whose population of non-English speakers is estimated as fewer than 100 thousand will pay an entry fee of \$15,000.

3.1.4. The Executive Committee may consider, on a case-by-case basis, installment payments of the membership fee or contributions other than an entry fee for membership in the Consortium.

3.2. Non-State Memberships. The Executive Committee may approve, on a case-by-case basis, applications and entry fees for membership by entities other than states (e.g., individual county or district trial courts, or executive branch tribunals) after reasonable notice to members.

3.3. Non-Member Test Usage. The Executive Committee may approve, on a case-by-case basis, requests by states or other government entities which are not Consortium members to use Consortium tests and determine the appropriate fee.

3.4. Revenue Sources. Revenues to support Consortium operations consist of funds provided through entry fees, payments by non-members to use tests, grants where available, and annual supplemental assessments paid by Consortium members. In the event that additional funding is needed to meet the Consortium's objectives and maintain its program standards in subsequent years, on the recommendation of the Executive Committee and following approval of two-thirds of the members, supplemental fee assessments may be requested from members. If a supplemental assessment is approved, a member that is unable or unwilling to pay shall have the

right to use only those Consortium testing instruments available prior to approval of the supplemental assessment.<sup>2</sup>

#### **4.0 NCSC ROLE**

4.1. Support staff. NCSC will serve as support staff to the Consortium under the direction and supervision of the Executive Committee as set forth in this Section.

4.2. Meetings. NCSC shall make arrangements for meetings of the Consortium, the Executive Committee, the Professional Issues Committee, the Annual Meeting Committee, and the Technical Committee as requested. One official of the NCSC designated by its president shall serve *ex officio* as a representative of the NCSC at all plenary sessions and Executive Committee meetings.

4.3. Needs Assessment. Upon becoming a member of the Consortium, a needs assessment should be conducted by the state in consultation with the NCSC. The needs assessment shall include a general determination of the number of the state's current interpreter needs and services, estimates of the number of interpreters working in the state, training (if any available), languages needed and prioritization of those needs. It will be the member's responsibility to provide the information required for the needs assessment and to pay expenses associated with conducting the assessment.

4.4. Membership Initiatives. NCSC shall process applications for new memberships under Section 3.1 and coordinate applications for new memberships and for use of tests by non-members, for consideration by the Executive Committee under Sections 3.2 and 3.3.

4.5. Budgets and Accounting. NCSC shall receive and account for state fees and other Consortium revenues, and shall process and account for all Consortium expenditures in the same manner as similar services are provided to other NCSC constituent groups for secretariat services. Consortium revenues obtained through membership fees shall be expended in accordance with a budget submitted by NCSC to the Executive Committee and approved by the membership. Following approval of a budget, the Consortium project manager shall have NCSC responsibilities carried out in accordance with standard project management policies of the NCSC.

4.6. Test Repository. NCSC shall be the test repository, storing all scripts, test scores, test tapes, and CDs.

4.7. Test Development. Under the direction of the Technical Committee, NCSC shall supervise the writing of new tests in accordance with Section 5. Activities related to new test development include contracting with test writing experts and interpreter experts; providing or

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<sup>2</sup> In 2004 the Executive Committee recommended and over two-thirds of the members approved the implementation of annual supplemental fee assessments commencing in calendar year 2005.

arranging for facilities for test writing; providing for test review and pilot tests; and contracting for psychometric consultations as needed.

4.8. Test Administration. Test administration standards are a key component of the overall reliability and validity of test materials and test results. It is in the interest of the Consortium to ensure that all members are trained to administer Consortium examinations in accordance with documented standards (see oral test administration manuals). Each new member, non-member authorized to use a Consortium test, and member that has not yet administered Consortium oral examinations shall enter into such training with appropriate staff of the National Center for State Courts. Any contract for training entered into by the member or non-member authorized to use a Consortium examination shall be separate from this official Agreement and should be written to provide such services as are determined necessary by the member or non-member authorized to use a Consortium test, but shall *at a minimum* provide for proctor (test administrator) training prior to the occasion of the first oral test administration and rating of the first oral tests administered. The contract may, at the member's or non-member's option, include other services including evaluation of pretest training of test candidates, evaluation and assistance with the development of a comprehensive interpreter program, supervision of arrangements for test facilities and supplies, or other services as determined appropriate. The Consortium shall pay the travel expenses associated with the required training and rating for the NCSC project manager or designee, up to a maximum of \$800. The balance of any expenses, fees, and costs shall be borne by the new member or non-member authorized to use a Consortium test as agreed upon with Consortium staff. The NCSC project manager or designee shall, at a minimum, travel to the site of the test administration, conduct proctor (test administrator) training, oversee the first test administration, collect test tapes, arrange for test rating in accordance with established Consortium standards, collect and record test results from test raters, assist in the resolution of any grade disputes, audit all test results, record test result data in a computerized database, and report test results back to members in a uniform manner. At the member's or non-member's option, NCSC shall arrange for any additional services under the same contract.

4.9. Grant Applications. NCSC shall prepare grant applications at the direction of the Executive Committee.

## 5.0

### ORAL TEST INSTRUMENTS

5.1. Modification of Licensed Tests. Tests licensed to the Consortium by members may be modified to meet Consortium testing standards.

5.2. New Test Development. Subject to available resources, tests in new languages will be developed at the discretion of the Consortium. The languages will be selected from those requested by member states. Tests in new languages that are approved by the membership will follow either the standard model or the abbreviated model, as defined below, and the determination of which model will be used shall be made on the basis of the following criteria:

- A. The standard model – this includes two sight components (English-to-foreign language and foreign language-to-English), consecutive, and simultaneous.

- B. The abbreviated model—this includes, at a minimum, a simultaneous component, plus a measure of conversational proficiency in English to be chosen by a member state from a list of available standardized tests provided and updated periodically as needed by the Technical Committee.

Tests that are approved by the membership will be developed in new languages following the standard model when both of the following conditions are met:

- A. The language is requested by 25% or more of the member states.
- B. The Consortium has sufficient resources to develop a glossary and two versions of the test, per language, under the standard model.

In all other circumstances, the abbreviated model shall be used.

Determinations regarding which tests to develop and which model to use shall be made at the annual meeting, following consideration of recommendations presented by the Technical Committee or from the floor. States may submit requests for new languages to be added to the Consortium’s test bank to the Technical Committee up to four months before the annual meeting, or at such other time as determined by the Technical Committee. New member states may submit such requests at any time during their first year of membership.

When the Consortium approves the development of a test in a language and determines that the criteria for using the standard model have not been met, a member state, alone or jointly with other members, may pay the difference between the estimated cost of developing the abbreviated exam and the actual cost of developing a standard model exam. The Consortium may then develop a standard model test.

5.3. Standards. All Consortium tests, whether new or modified, will reflect standardized testing objectives related to the general professional responsibilities of interpreters and the common needs of state courts, as defined by the Oral Examination Construction Manual.

5.4. Revision. Under direction of the Technical Committee, each test version may, from time to time, be reviewed and revised if necessary. Test revision will cover, among other items, substitution of memorable lines, phrases or words (*e.g.*, idioms).

5.5. Versions. Subsequent versions of tests in any language will be developed at the discretion of the Technical Committee when repeated administrations of a test create a likelihood that the reliability of a testing instrument has been compromised by overexposure.

5.6. Property Rights. Every test developed or adapted by the Consortium, and all versions and revisions of those tests, shall be the property of the Consortium. A test made available to the Consortium by a member for adaptation remains the property of the member. Members may make reasonable use of tests licensed to or developed by the Consortium in compliance with this Agreement.

## **PRETEST TRAINING AND CONTINUING EDUCATION**

The Consortium members believe that adequate training programs go hand in hand with testing and certification. Experience in states and local jurisdictions where testing programs have been initiated amply demonstrates that very few "interpreters" will pass certification tests without access to skills training. It is recommended that both Consortium members and non-members observe the following minimum training standards when utilizing Consortium tests.

6.1. Basic Orientation Training. Every member should develop an orientation element of its interpreter program that includes as many of the following components as possible: interpreter ethics, legal court procedures and practice, and introduction to interpreter skills.

6.2. Skills Training. Members are encouraged to develop language specific skills training programs for court interpreters.

6.3. Continuing Education. Members are encouraged to develop continuing education requirements for certified court interpreters.

## **7.0**

### **STANDARDS FOR TEST ADMINISTRATION**

7.1. Manuals. The Technical Committee will develop and maintain manuals that outline protocol and standards for test administration, test rating, test security standards, and professional raters' standards. Copies shall be provided to each Consortium member and each Consortium member shall undergo initial training as described in 4.8 above.

7.2. Pre-test record check for prior test history. Members agree that when using a Consortium exam the member shall submit the names and, if possible, social security numbers, to the NCSC at least twenty-one (21) working days in advance of testing so that the candidate's test history can be checked for compliance with Consortium rules governing retesting of candidates under section 7.4.

7.3. Administration by Members. The administration of any Consortium test by a member state or by the NCSC shall conform to standards set forth in the test administration and raters manuals, unless the member state has adopted alternative test administration procedures that have been reviewed and approved by the Technical Committee. A representative or designee of the Consortium member's or non-member's administrative office shall be present at the testing location when tests are administered. The NCSC shall administer Consortium tests for non-members authorized to use those tests, unless following the training required by section 4.8. and with the approval of the Executive Committee (upon recommendation by the Technical Committee), it is determined that the presence of a NCSC representative is not necessary.

7.4. Repeat Candidates. The Consortium's oral examinations are valuable assets as they are expensive to develop and maintain. It is essential to ensure that examinations are administered in such a manner that is fair to all examinees and that no class of examinees benefits, in actuality or perception, in any way over others. Exposing an examinee or a group of examinees to the same

test form multiple times may lead to overexposure of the examination and may lend an unfair advantage to those examinees. This is especially problematic when only one test form exists for a given language; although it sometimes is also difficult in languages for which more than one form may be available. The needs of member states to test candidates to increase the pool of qualified interpreters sometimes clashes with the need to keep repeated testing to a minimum.

To balance these competing interests, member states should manage their testing programs in a manner consistent with the following guidelines for candidates that fail an oral examination:

- a) Candidates should be retested with different test forms;
- b) Only after all available test forms have been administered to a candidate may the candidate then be given forms previously taken; and
- c) Candidates ideally should wait 12 months, but never less than 6 months, before retaking the same form of an examination.

## **8.0**

### **SECURITY STANDARDS FOR COURT INTERPRETER TESTING PROGRAMS**

#### **8.1. Confidentiality.**

8.1.1. The contents of each test, including the dictionaries, shall be strictly confidential.

8.1.2. Every consultant retained to assist in the development of a new test or administer an existing test must agree contractually to protect the confidentiality of the test. Contracts must include assurances that the contents of the test shall not be revealed to any unauthorized person through any means whatsoever, including but not limited to: 1) allowing an unauthorized person to review a Consortium test verbally or by other means, 2) disclosing the contents of a test to an unauthorized person, or 3) recording any portion of the test. Further, a consultant must abide by whatever other security and confidentiality standards are established in the contract.

8.1.3 Oral examination scores shall be considered confidential to the extent that test-part and whole-test scores shall be accessible only by Consortium member official representatives (as described in Section 9.3 of these Agreements) or by the examinee upon written request. A database shall be maintained at the NCSC that compiles all test score data from all Consortium oral examinations. This confidentiality provision is subject to any specific member state statute, rule, regulation, or policy.

#### **8.2. Access to Tests.**

8.2.1. Test development consultants shall have access to the test only while actively engaged in test writing or revision. At the conclusion of test development work, test development consultants shall forward all work notes and completed work products related to the test to the NCSC for storage or other disposition as appropriate. Consultants shall not maintain duplicate copies of tests or test drafts without the prior written consent of the NCSC.

8.2.2. Proctors shall have access to the test only during proctor training and while administering tests. They shall not be permitted to have access to the test at any other time without prior, written authorization of the NCSC.

8.2.3. Persons will not be permitted to observe testing procedures without prior written consent of the Consortium member or NCSC, based upon a legitimate purpose for observation. Persons who are granted permission to observe a testing session will be required to complete and sign an affidavit that they will not disclose any information about the test or any examinee's performance. Approved observers will be asked to leave the room if the test candidate does not agree to the observation.

8.2.4. Examinees will not be provided with copies of scripts, tapes, CD-ROMs or any other item that includes test content. A copy of the official scoring report summary prepared by the raters will be provided on request to the NCSC. The information provided on the scoring report summary will include both objective test scores and subjective observations of the raters.

8.2.5. Raters shall have access to the test only during training and while administering or rating tests. They shall not be permitted to have access to the test at any other time without prior, written authorization of the NCSC.

### 8.3. Storage of Test.

The provisions of this subsection apply to the NCSC and Consortium members acting as custodian for Consortium tests, including tests licensed to or developed by the Consortium.

8.3.1. The original master and all copies of a test shall be stored in a secure location. A list of all persons who have access to the secure location shall be maintained and no other persons shall be authorized to have access to the tests.

8.3.2. When a test is stored on the hard drive of a PC or a diskette or CD-ROM, access to the PC must be secured through the use of a password that prevents unauthorized persons from having access, and all diskettes and CD-ROMs containing test files must be securely stored in the same manner as hard copies of tests.

8.3.3. The medium used to administer the simultaneous portion of a test shall be secured as are hard copies per subsection 8.3.1.

### 8.4. Test Administration.

8.4.1. The test administrator at a test site is responsible for preserving the security of the test. All components of the test must either be in the test administrator's personal possession or under lock and key in a secure location (*e.g.*, a safe or locked cabinet in the office of a court administrator). "Personal possession" does not include being left in a locked briefcase, a car or in an unlocked room. The Consortium will monitor security of tests during test sessions.

8.4.2. The test administrator shall take steps to secure the testing room and protect the testing process from the possibility of surreptitious recording of the test by anyone. Options for accomplishing this include restricting the belongings examinees may bring into the test room or placing those belonging as far away from the testing area as possible; covering such belongings with a heavy coat or putting them in a cabinet; allowing examinees to bring into the test room only see-through items (*e.g.*, personal items in a plastic bag, but no purses); searching examinees for electronic recording devices; and searching the room for such devices before starting the testing day.

8.4.3. Before being admitted to the test facility, an examinee must provide positive identification as proof of identity. Photo identification is preferred. Furthermore, an examinee shall agree, in writing, not to discuss the test with or disclose any of the contents of the test to anyone, including other examinees.

8.5. Record Retention. All recordings of examinees' tests shall be secured in a manner consistent with 8.3.1 until they are erased or destroyed. Candidate test materials, including scripts and tapes, shall be retained for one (1) year from the date of testing. Test materials may be retained longer than one (1) year at the discretion of NCSC and may be used by the NCSC for research purposes.

## **9.0 BECOMING A MEMBER**

9.1. Subscription. These Agreements represent the terms and conditions of membership in the Consortium, which all members agree to observe. They shall become effective upon approval by a two-thirds majority vote of all Consortium members.

9.2. Date of Membership. Members of the Consortium on the effective date of the original Agreements were Delaware, Florida, Hawaii, Maryland, Minnesota, New Jersey, New Mexico, Oregon, Utah, Washington and Virginia. Membership for applicants joining the Consortium after that date begins when the NCSC receives a signed copy of the following agreement and, unless the Executive Committee approves an alternative to the entry fee, either payment of the Consortium entry fee or a letter of commitment to pay the fee within 90 days. Signatories must be the chief administrative official of the member or an authorized designee of that official and, for the NCSC, the president of the NCSC or the president's authorized designee. Signed agreements, letters of commitment and fee payments shall be addressed to:

*Consortium for State Court Interpreter Certification  
c/o National Center for State Courts  
300 Newport Avenue,  
Williamsburg, Virginia, 23185*

### 9.3 Official and Unofficial Representatives; Participation in Consortium Activities

9.3.1. Upon becoming a member, the state court administrator or other authorized official of the member shall designate one individual to officially represent the member for voting purposes. This individual shall be called the “official” representative for purposes of

reference in these agreements and other policy documents. Each member is entitled to authorize additional employees to attend and participate in Consortium meetings and committee activities at the pleasure of the official representative, except that only the official representative may serve on the Executive Committee. These additional individuals shall be called “unofficial representatives.” Unofficial representatives may serve on any Consortium committees in any capacity that official representatives could serve, except that no member may have more than one vote on any matter to establish or modify Consortium policy. It is the responsibility of the official representative to ensure that any individual who attends or participates in Consortium activities, and who votes on behalf of the member, is authorized to act as agent for the member. Official representatives may vote by proxy at the annual meeting by submitting a proxy form to the NCSC prior to the date of the annual meeting.

9.3.2. Actions by a member to approve or opt out of supplemental assessments shall only be effective if voted upon by an official representative. If an unofficial representative votes as agent for the member at the member’s convenience, the vote will not be counted as official until confirmed in writing by the official representative.

## **10.0 WITHDRAWAL FROM CONSORTIUM**

10.1. Good Cause. For good cause, a member that has licensed original tests to the Consortium may withdraw any or all of its tests from the Consortium test bank at any time within the first two years of that state's membership in the Consortium. "Good cause" includes discovery that tests licensed to the Consortium are not being administered in accordance with these Agreements or that Agreements adopted by the Consortium do not conform to a state's requirements for test security or for maintaining appropriate professional standards.

10.2. Effect. If a member withdraws from the Consortium test bank a test that has been used wholly or partly as the basis for a Consortium-modified test version, the Consortium shall retain the right to continued use of the Consortium-modified version. A “Consortium-modified” test version means a test that has at Consortium expense undergone modifications of its text and scoring units through substitution, additions or deletions, followed by Technical Committee-approved professional review or pilot-testing. Consortium-paid work on modification of a test, not considered Consortium-modified, remains the sole property of the Consortium.

## **11.0. MODIFICATION OR REVISION OF AGREEMENTS**

11.1. Any member may propose an amendment to this Agreement. A vote on a proposed amendment may occur at regular meetings or by a special vote of the membership called by the Chairperson of the Executive Committee. Amendments shall become effective if approved by two-thirds of the members.

**CERTIFICATE OF AGREEMENT**  
**CONSORTIUM FOR STATE COURT INTERPRETER CERTIFICATION**  
**Agreements of Consortium**

I have read the *Agreements of the Consortium* and agree on behalf of \_\_\_\_\_ to be bound by their provisions.

\_\_\_\_\_ Enclosed is the Consortium entry fee in the amount of \$\_\_\_\_\_.

\_\_\_\_\_ Attached is a Letter of Commitment to pay the Consortium entry fee of \$\_\_\_\_\_ within 90 days after the date of this Certificate of Agreement.

\_\_\_\_\_ I hereby acknowledge receipt of the Consortium Membership fee in the amount of \$\_\_\_\_\_.

\_\_\_\_\_ I hereby acknowledge receipt of a Letter of Commitment to pay the Consortium Membership fee of \$\_\_\_\_\_ within 90 days of the date of this Certificate of Agreement.

*For the member:*

*For the Consortium:*

\_\_\_\_\_  
Jurisdiction or entity name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of authorized signatory

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name of authorized signatory  
National Center for State Courts

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date