

**MEMORANDUM OF AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE NEW JERSEY JUDICIARY
DOJ NUMBER 171-48-44
USAO NUMBERS 2018V0085, 2018V00269**

I. BACKGROUND

1. **Allegations.** The United States Department of Justice (the United States) received a complaint that alleged the Monmouth Vicinage Superior Court (MV), a Vicinage within the New Jersey Judiciary (the Judiciary), failed to take reasonable steps to provide meaningful access to court users with limited English proficiency (LEP), and that MV retaliated against the Complainant, an MV employee, for notifying the United States of Complainant's concerns, in violation of Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d to 2000d-7, and its implementing regulations, 28 C.F.R. Part 42, Subpart C (together, Title VI).
2. **Jurisdiction.** The United States has jurisdiction over this matter under Title VI, which prohibits race, color, and national origin discrimination in any program or activity receiving federal financial assistance. Title VI's prohibition against national origin discrimination includes the failure of a recipient of Federal financial assistance, such as a court system to take reasonable steps to ensure meaningful access for individuals with LEP. Title VI also prohibits retaliation against any person who engages in a Title VI protected activity, such as filing a complaint or participating in an investigation. The United States is authorized to investigate and resolve Title VI complaints.
3. **Investigation.** Between 2019 and 2023, the United States gathered information from and interviewed witnesses about the allegations and reviewed related Judiciary records, policies, practices, and procedures. The United States notified the Judiciary of its finding of retaliation and concerns related to language access in a letter dated June 27, 2023.
4. **Findings.** For purposes of this Agreement, a "finding" made by the United States does not constitute a judicial finding of wrongdoing. This Agreement and the considerations provided in this Agreement do not constitute and shall not be construed as an admission by the Judiciary of any wrongdoing, or of any violation of any provision or provisions of the Constitution, statutes or laws of the United States or of any state of the United States, any such alleged violation being expressly denied.
5. **Agreement.** DOJ acknowledges the work that the Judiciary has done and continues to do to advance language access in MV and within the Judiciary as a whole. The Judiciary has implemented updated language assistance policies and directives, including but not limited to, directives allowing judiciary staff to assist court users in

completing and submitting judiciary forms. MV's work to advance language assistance includes, but is not limited to, establishing a new entrance to the MV Courthouse, relocating the MV Self-Help Resource Center/Ombudsman Office to an easily accessible location near the new courthouse entrance, displaying LCD screens containing information in multiple languages throughout the courthouse, and displaying signage containing information useful to court users with LEP.

In order to avoid the burdens and expenses of further investigation and process, the New Jersey Judiciary and the United States agree as follows:

II. REQUIREMENTS

A. LANGUAGE ACCESS

6. **Language Access Policies and Procedures.** In consultation with the United States, within **30 days** of the Effective Date of the Agreement, the Judiciary will provide the United States with any proposed revisions to all current policies, plans, procedures, directives, and practices applicable to the Judiciary's language assistance services (including both oral interpretation and written translation of written and electronic information), to ensure that all such items comply with the terms of this agreement. Within **120 days** of the review and approval by the United States, the Judiciary will issue and implement the revised policies, plans, procedures, directives, and practices referenced in this paragraph. These revised documents will serve to further the Judiciary's ongoing commitment to the provision of high quality and timely language access services free of charge to all court users with LEP, during court proceedings, services, or programs.
7. **Language Access Training.** The Judiciary will continue to conduct mandatory language access training for all employees who work with court users with LEP. Within **21 days** of hiring, Judiciary employees who may have contact with court users with LEP will receive a mandatory language access training, which will include training on the New Jersey Judiciary's Language Access Plan, and other Judiciary language access policies and procedures, and Title VI. There will be an annual live-instructor language access training provided to employees who may have contact with court users with LEP. This training may be attended in-person or remotely. The annual training will be recorded for employees who cannot attend the training scheduled with a live-instructor. The Judiciary will identify and publicize the contact information of a Judiciary employee who will be available to answer questions on the annual training for employees who watch the recorded training. In addition, there will be an annual acknowledgment of the language access training, policies and procedures for all Judiciary employees who may have contact with court users with LEP. Within **120 days** of the Effective Date of this Agreement, the New Jersey Judiciary will submit proposed training materials to the United States for feedback, review, and approval. The Judiciary will begin using approved training materials no later than **60 days** after approval by the United States. The training must cover, at a minimum:

- a. The Judiciary's requirement that courts provide high quality and timely language access services free of charge to all court users with LEP, during court proceedings, and when those users with LEP seek access to court services, or programs.
 - b. The requirement to provide meaningful access to individuals with LEP, including, but not limited to the prohibition on sending court users with LEP to outside service providers for language assistance.
 - c. The policies and procedures referenced in Section II (A) of this Agreement.
 - d. Demographics, including language spoken by court users on a statewide level.
 - e. How to identify a person with LEP and their preferred spoken language.
 - f. Available language assistance services and how to access or use them.
 - g. Communicating with a person with LEP using a telephone, video, or in-person interpreter.
 - h. The provision of meaningful access in court operations, including the provision of translated forms at the courthouse and on the judiciary website.
 - i. Any applicable state policies and directives aimed at providing assistance to court users with LEP.
 - j. How to ensure court users with LEP are receiving the same access to assistance with forms as English proficient court users pursuant to Title VI, which may require explaining court forms in the court user's primary language, providing available translated court forms, and sight translating court forms where necessary.
 - k. The requirement to use qualified bilingual staff, remote interpreting, on-site interpreters, and/or translated materials when providing language assistance with forms to court users with LEP.
8. **Translations of Vital Judiciary Forms and Materials.** As of the Effective Date of this Agreement, the New Jersey Judiciary has identified for the United States the five most frequently encountered non-English languages of court users with LEP as Spanish, Portuguese, Haitian-Creole, Korean, and Polish. Further, as of the Effective Date of this Agreement, the New Jersey Judiciary has already translated 167 forms/packets or publications into Spanish and 66 forms/packets or publications into Portuguese, Haitian-Creole, Korean, and Polish. The Judiciary will continue the process of timely identifying and translating vital court documents for the duration of the Agreement.
9. Within **180 days** of this Agreement, in consultation with the United States, the Judiciary will identify vital documents for translation into the five most frequently encountered languages of non-English court users. A qualified human translator will be used for all such translations. Vital documents include, but are not limited to, all pro se forms available for distribution to Judiciary court users in English as of the Effective Date of this Agreement. Once translated, the Judiciary will post these translations on the Judiciary website, and will post and distribute translated pro se forms at easily accessible locations in courthouses. Upon request, the New Jersey

Judiciary will also provide to the United States copies of all translated material created in response to this section. For purposes of this Agreement, “vital documents” includes Judiciary documents that:

- a. Contain or solicit information critical for obtaining access to court proceedings and court programs and services,
 - i. Including but not limited to *pro se* forms available to English Proficient court users either online or in the courthouse
- b. Advise of rights and responsibilities including the consequences of violating a court order,
- c. Provide instructions on how to ask for an interpreter, and
- d. Provide instructions on how to file a Title VI complaint.

During the course of this Agreement, within **45 days** of finalizing the English version of any vital document, the Judiciary will place that document in an active queue to be translated within 180 days of being placed in the queue. Within **270 days** of this Agreement, the Judiciary will complete translations described in item a of this paragraph. If, due to unforeseen circumstances beyond the Judiciary’s control, the Judiciary cannot meet this timeline, it will notify the United States immediately upon becoming aware of the problem so that the United States and the Judiciary can work to resolve any outstanding issues together.

10. Translation of Vital Judiciary Website Content. As of the Effective Date of this Agreement, the Judiciary has made its website content available in the five most frequently encountered non-English languages of court users with LEP in New Jersey, such that they can access the materials and information referenced in Section II(A)(9) of this Agreement. The Judiciary does not rely solely on automated or machine translation to translate vital Judiciary documents such as those identified in Section II(A)(9). Within **120 days** of the effective date of this Agreement, any machine translated vital website content that contains or solicits information critical to obtaining access to court and court services will be proofread by a qualified human translator. The Judiciary’s website home page includes multilingual indicators in the five non-English languages identified in Section II(A)(8). Once the language is selected, the website, the main navigation, and all menus are available in that language. The Judiciary’s home page includes links to (1) a Forms Catalog including translated vital documents, and (2) how to Request an Interpreter for a Court Event, with contact information for language access services in the courthouses, and the Judiciary’s Language Access Plan. The home page also links to *pro se* and self-help content in the five most frequently encountered non-English languages of court users with LEP. For the duration of the Agreement, the Judiciary will take reasonable steps to ensure that its website content is accessible to court users with LEP, as described in this section and in accordance with Title VI.

B. Non-Retaliation Policy and Procedures:

11. Consistent with Title VI requirements, the Judiciary will not take adverse action against anyone, including but not limited to employees or contractors of its court

systems, for alleging Title VI violations.

12. Within **45 days** of the Effective Date of this Agreement, the Judiciary will submit to the United States proposed Title VI non-retaliation policy language. The policy will be published within **45 days** of review and approval by the United States.
13. Within **60 days** of approval of the policy in Paragraph 12 by the United States, the Judiciary will notify all judges, employees, and the public of its Title VI non-retaliation policy. This policy will be available, at a minimum, in the five most frequently encountered non-English languages in New Jersey identified pursuant to Section II(A)(8) of this Agreement. A certified translator will complete the translation(s). The Judiciary will post the non-retaliation policy and the translations of the policy in locations in MV and formats that are easily accessible to court users with LEP in MV and on the Judiciary's website.
14. Within **60 days** after the issuance of the Judiciary's Title VI non-retaliation policy as added to the Policy Statement, the Judiciary will provide the United States copies of an annual Title VI non-retaliation training for all MV judges and staff, including new hires. Within **60 days** of review and approval of the training by the United States, the Judiciary will incorporate the non-retaliation training in its existing training program.
15. The Judiciary will provide the approved non-retaliation training annually to all Judiciary judges and staff employees. The training will be recorded and made available to any employee who cannot attend the live-instructor training. All judges and staff will annually acknowledge the *Policy Statement* that will now include the Title VI non-retaliation language agreed upon in Paragraph 12.

C. RELIEF FOR THE COMPLAINANT

16. The New Jersey Judiciary will pay the Complainant compensation of \$89,718. Within twelve weeks of receipt of an executed copy of the release form, the Judiciary shall deliver to the United States, via mail to the Office of the United States Attorney, Civil Rights Division, District of New Jersey, 970 Broad Street, Suite 700 Newark, New Jersey 07102 Attn: Kelly Horan Florio, a check made payable to Complainant for \$89,718. This payment does not constitute an admission by the Judiciary with regard to any specific allegation reviewed in this matter nor an admission that the Judiciary is not or was not in full compliance with Title VI or other federal laws.
17. Upon request, the Judiciary will provide verification of Complainant's employment with MV. This letter will include the following: dates of employment, the employee's title as of their last day of work, and that Complainant retired effective the date of Complainant's last day of work.
18. Within **30 days** of the Effective Date of this Agreement, the Judiciary will remove from Complainant's personnel file, discipline file, or employment file any records any references to Complainant's Title VI complaints or advocacy for increased

language access services and provide the revised files to the United States for inspection and review. If any documents are removed pursuant to this paragraph, the New Jersey Judiciary will relocate any records removed to a different file to ensure that these records are not included in any public records request for the former employee's personnel file, discipline file, or employment file. The Judiciary will not refer to this investigation, this Agreement, or the complaint referred to in the United States' June 27, 2023, finding in any employment or contractor databases it uses to store information about workers' qualifications or eligibility for employment opportunities, except as required to comply with this Agreement or applicable law.

19. The Judiciary will not refuse to offer employment, business, and/or contracting to the Complainant.

D. STATUS REPORTING

20. The New Jersey Judiciary will provide the United States with status reports, the format of which will be agreed upon within **21 days** of the Effective Date of this Agreement, that address each item in Sections II(A)-(C) every **180 days** for the duration of this Agreement. The reports will also include a summary of any complaints about language assistance at MV that the Judiciary received during the reporting period, and an explanation of how those complaints were addressed. The first of these reports will be due **180 days** from the Effective Date of this Agreement, with subsequent reports due every **180 days** thereafter for the duration of this Agreement.

21. The United States will review each status report and will provide timely feedback.

22. For the duration of this Agreement, upon request by the United States, the New Jersey Judiciary will provide additional supportive information regarding its requirements under Sections II(A)-(C). Upon the request of either Party, the Parties will meet, either in person or by video conference, to discuss any concerns, questions, challenges encountered, or recommendations for further improvement.

E. GENERAL TERMS

23. Each party representative executing this Agreement certifies that they are authorized to enter into and consent to the terms of this Agreement and to legally bind their party to it. This Agreement may be executed in counterparts. This Agreement is applicable to, and binding upon, the Parties, their principals, officers, agents, representatives, assignees, successors, and all legal representatives thereof.

24. This Agreement may only be amended or modified in writing. The Judiciary may seek to modify this Agreement because of changed conditions that make performance impossible by notifying the United States in writing and setting forth the proposed

modification and the facts to support it. Until the United States agrees to the modification in writing, no modification will take effect. The United States' agreement will not be unreasonably withheld.


25. This Agreement resolves this Title VI investigation, and is limited to the facts and issues presented during this investigation. This Agreement neither affects the Judiciary's continuing obligation to comply with Title VI nor precludes the United States' from taking appropriate action to evaluate the Judiciary's compliance with any laws or regulations enforced by the United States.
26. This Agreement does not constitute an admission of liability by the Judiciary with regard to any specific allegations reviewed in this matter.
27. The Judiciary acknowledges its obligation, independent of this Agreement, to ensure that all Judiciary programs and activities, and the programs and activities of all entities that receive federal financial assistance directly or indirectly from the New Jersey Judiciary, comply with Title VI.
28. The Judiciary acknowledges that recipients of Federal financial assistance may not threaten, coerce, discriminate, or take other adverse actions against any individual for the purpose of interfering with any right or privilege secured by Title VI or because that individual has made a complaint, testified, assisted, or participated in any manner any investigation.
29. This Agreement does not bar any individual from pursuing a Title VI complaint, or any other action allowed by law, against the Judiciary.
30. The United States may review compliance with this Agreement at any time during the term of the Agreement. If the United States believes that the Judiciary has failed to comply in a timely manner with any obligation under Title VI or this Agreement, the United States will issue the New Jersey Judiciary a notice of alleged non-compliance and will provide Judiciary a reasonable opportunity of no less than **45 days** to respond. The Parties will attempt to resolve any issue in good faith, including but not limited to, a cure or corrective period of no less than **90 days**. If the Parties are unable to resolve any issue, the United States may pursue any action allowed by law. The venue for any dispute or enforcement of this Agreement will be the United States District Court for the District of New Jersey.
31. Failure by the United States to enforce this entire Agreement, or any provision thereof with regard to any deadline or any other provision herein, will not be construed as a waiver of the United States' right to enforce the deadlines and provisions of this Agreement nor a waiver by the Judiciary to assert any and all defenses.
32. The provisions herein constitute the entire Agreement and no other statement or promise, either written or oral, made by either Party or agents of either Party regarding the matters raised herein, that is not contained or referred to in this

Agreement, will be enforceable.

33. The parties enter into this Settlement Agreement in good faith and shall endeavor to resolve informally any differences regarding interpretation of and compliance with this Settlement Agreement prior to bringing such matters to the Court for resolution. Should any provision of this Agreement be declared or determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions will not be affected. The Parties will not, individually or in combination with another, seek to declare or determine that any provision of this Agreement is invalid or unconstitutional.
34. This Agreement is a public document that will be posted in a conspicuous location on the public website or the equivalent of each Party for the duration of the Agreement and provided to any individual who requests a copy.
35. The Effective Date of this Agreement is the date of the last signature below. The term of this Agreement is two years.

Date: 8/13/2024

For the United States of America
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For the New Jersey Administrative Office of
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Date: 8/13/24

By: 
Honorable Glenn A. Grant J.A.D.
Administrative Director of the Courts
On Behalf of the New Jersey Judiciary