

**VOLUNTARY RESOLUTION AGREEMENT
BETWEEN**

**THE UNITED STATES OF AMERICA
AND
THE RHODE ISLAND JUDICIARY**

DEPARTMENT OF JUSTICE NUMBER 171-66-2

A. BACKGROUND

1. The United States Department of Justice (DOJ) initiated an investigation on August 15, 2005, under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d *et seq.*, (Title VI) and the Omnibus Crime Control and Safe Streets Act, as amended, 42 U.S.C. § 3789d(c) (Safe Streets Act) and their implementing regulations, codified at 28 C.F.R. §42.101, *et seq.*, and §42.201, *et seq.*, which together prohibit discrimination on the basis of race, color, national origin, sex, and religion in DOJ-funded programs or activities. DOJ acted in response to an administrative complaint filed in 2004 against the Rhode Island Judiciary (RIJ) by the Rhode Island affiliate of the American Civil Liberties Union. The complaint alleged that RIJ failed to provide interpreters and other language assistance services to limited English proficient (LEP) individuals.

2. RIJ is a unified judicial system comprised of the Supreme Court, Superior Court, Family Court, District Court, Workers' Compensation Court, and Traffic Tribunal, together with the Administrative Office of State Courts. The Chief Justice of the Supreme Court is the executive head of RIJ.

3. As part of its investigation, DOJ reviewed the policies and practices utilized by RIJ in providing language assistance services to LEP parties and witnesses in court proceedings and operations, observed proceedings and operations in several courthouses, interviewed witnesses, and gathered information from lawyers and advocates. RIJ cooperated in the investigation. During the investigation RIJ has been willing to discuss and implement significant improvements to its court interpreter program.

4. RIJ and DOJ worked to resolve the complaint by informal means intended by DOJ to secure voluntary compliance. RIJ has been working towards implementing enhancements recommended by DOJ to attain voluntary compliance. DOJ has provided to RIJ technical assistance as needed throughout the process.

5. Following extensive negotiations between representatives of RIJ and DOJ, the Chief Justice issued Executive Order No. 2012-05 on Language Services in the Courts (EO) on June 13, 2012 (incorporated into this Agreement as Attachment A). The Executive Order required RIJ to provide appropriate, comprehensive, and free language assistance to limited English proficient persons in all court proceedings and operations effective July 1, 2012, and set forth a series of actions to enhance the courts' ability to provide and manage language services.

DOJ determined that the EO set forth sufficient core policy and performance requirements to comply with Title VI and the Safe Streets Act when implemented.

6. In September 2012, the Chief Justice appointed a Language Access Committee (LAC), consisting of RIJ staff and external members, to assist with the implementation of the Executive Order and provide feedback on the Language Access Plan (LAP). Since November 2012, DOJ has actively participated in most meetings of the LAC.

7. DOJ and RIJ have had extensive discussions regarding the form and content of the Language Access Plan, which sets forth the management actions needed to implement the Executive Order. RIJ released the draft LAP for public comment and discussed it with LAC. The LAP was further modified, and will be effective on April 1, 2014 with the approval of DOJ. (Attachment B).

8. RIJ has taken a number of other steps to implement the Executive Order, including, for example: conducted trainings for judges, staff, and interpreters; created a language access complaint process and form; posted interpreter signs in all court houses; released a six month monitoring report in January 2013; created an authorized interpreter roster; devised a notice of right to an interpreter; developed a language access bench card; translated additional court forms; inspected the audio recording system in another state; joined the Council of Language Access Coordinators; contracted with a vendor for a new case management system with language related modifications; distributed and incorporated the results of a language access survey to community groups, stakeholders and court users; promulgated certification and continuing education standards for authorized interpreters in court operations and proceedings; and sent staff to regional and national conferences on court language access.

9. The purpose of this Voluntary Resolution Agreement (Agreement) is to resolve and close the DOJ investigation of the RIJ by: (a) memorializing RIJ's progress in devising and implementing the policies, plans, and procedures needed to ensure compliance with the non-discrimination provisions of Title VI and the Safe Streets Act as they relate to persons with limited English proficiency; (b) affirming RIJ's commitment to continue to enhance its delivery of language services; and (c) documenting further steps to be taken.

B. GENERAL TERMS

1. RIJ agrees to ensure compliance with Title VI, the Safe Streets Act, and their implementing regulations by ensuring that appropriate language services are provided at no cost to LEP parties and witnesses in all proceedings and court operations as set forth in Executive Order No. 2012-05 on Language Services in the Courts.

2. RIJ will take such further actions as are reasonably necessary to implement the Executive Order in consultation with DOJ.

3. RIJ will take such actions as are necessary to implement the LAP.

4. RIJ will continue to convene the LAC periodically to evaluate the implementation of the Executive Order and the LAP, consider the need for conforming changes to court rules, suggest ongoing improvements to language access, assist in outreach and training efforts, and assist in other activities to improve language access in the courts. RIJ will provide advance notice to DOJ of all meetings, allow DOJ representatives to participate in meetings in person or remotely, and provide copies of all documents distributed to the LAC.

5. RIJ will notify DOJ of policies, forms, and procedures appropriate to implement the EO and LAP as they are amended or implemented and discuss them upon request of DOJ. RIJ maintains the sole discretion to amend the Executive Order and the LAP, or draft court rules relevant to either, but will seek prior agreement with DOJ.

6. RIJ will provide to DOJ copies of all language services complaints it receives together with a report on the disposition of each complaint, in addition to periodically reporting complaint data as required by EO part H.d.ii.

7. The parties will periodically discuss the extent to which RIJ has succeeded in complying with the requirements of this part B, the efficacy of the Executive Order, LAP, and language access policies and procedures, and whether any modifications are needed. The State Court Administrator and DOJ will discuss implementation of the Agreement, LAP, and EO at least every two months in 2013 and at least quarterly thereafter for the period of the Agreement. RIJ leadership and counsel will make reasonable efforts to be available for discussions with DOJ and vice versa, as needed. RIJ will make RIJ staff reasonably available for discussions regarding the provision of language assistance services.

9. DOJ will monitor RIJ's performance of the provisions of this agreement, including the requirements of the EO and the LAP. RIJ will continue to cooperate with DOJ and provide DOJ with access to its staff and facilities, and to provide specific data, records, or documents upon request.

C. REMEDIES

1. **Good Faith Resolution of Disputes.** DOJ may review compliance with this Agreement at any time. If DOJ believes that RIJ has failed to comply in a timely manner with any requirement of this Agreement without obtaining advance written approval from DOJ for a modification of the relevant terms, DOJ will so notify RIJ in writing and will attempt to resolve the issue or issues in good faith. Nothing in this agreement shall prevent DOJ from pursuing any action as allowed by law.

2. **Mutual Communication.** The parties agree to continue to communicate and cooperate, to ensure full and continued compliance with this Agreement. To this end, the parties agree to promptly respond, and give substantial consideration to the concerns and recommendations made by each party as to any matters within the scope of this Agreement.

3. Opportunity to Resolve. Should DOJ determine that RIJ's acts or omissions, individually or cumulatively, may constitute a violation of Title VI or the Safe Streets Act, DOJ will provide written notice to RIJ of the potential violations, and give RIJ a reasonable time to respond. Should the parties not reach a satisfactory resolution of the issue or issues raised within 60 days of the date DOJ provided notice to RIJ, DOJ may elect to open an - investigation of RIJ or take any other action as allowed by law.

D. ADDITIONAL TERMS

1. Failure by DOJ to enforce this entire Agreement or any provision thereof with regard to any deadline or any other provision herein shall not be construed as a waiver of DOJ's right to enforce the deadlines and provisions of this Agreement.

2. This Agreement is a public document. RIJ and DOJ shall make it available to any person upon request.

3. This Agreement constitutes the entire agreement between the parties on the matters raised herein, 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 shall be enforceable. The Agreement may be amended only in writing. This Agreement does not purport to remedy any other potential violations of Title VI and/or the Safe Streets Act or any other federal law. This Agreement does not affect RIJ's continuing responsibility to comply with Title VI, the Safe Streets Act, or any other federal law, nor does it preclude DOJ from carrying out its duties under Title VI and the Safe Streets Act should a new complaint be filed with DOJ.

4. The Agreement does not constitute an admission with regard to any specific allegations investigated in this matter, nor does it constitute a waiver of any rights the RIJ has or could have asserted.

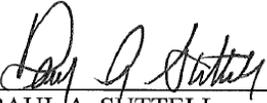
5. This Agreement shall be applicable to, and binding upon, the parties, their officers, agents, employees, assigns, and their successors in office.

E. EFFECTIVE DATE AND TERMINATION

1. The effective date of this Agreement is the date of the last signature below.

2. This Agreement will remain in effect for two years following RIJ's publication of the LAP; provided, however, that RIJ is in substantial compliance with the terms of this Agreement at that time and has been in substantial compliance continuously during the preceding year.

For the Rhode Island Judiciary:



PAUL A. SUTTELL
Chief Justice
Rhode Island Supreme Court



J. JOSEPH BAXTER, JR.
State Court Administrator
Rhode Island Supreme Court

250 Benefit Street
Providence, RI 02903

Dated: 4-9-14

For the United States:

JOCELYN SAMUELS
Acting Assistant Attorney General

By: 

DEEANA JANG, Chief
CHRISTINE STONEMAN, Special Legal
Counsel
PAUL M. UYEHARA, Attorney
NDIDI N. MOSES, Assistant U.S. Attorney

U.S. Department of Justice
Federal Coordination and Compliance
Section
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Washington, DC 20530

Dated: March 28, 2014