

NOTICE TO THE BAR

OBLIGATION TO PROVIDE ADVANCE NOTICE IF PREVIOUSLY REQUESTED INTERPRETING SERVICES ARE NOT NEEDED

This is an annual reminder to attorneys and litigants that when interpreting services have been requested for a court matter, it is the obligation of the attorney and/or litigant to provide the court with advance notice if they will not need those interpreting service. Failure to provide reasonable advance notice may result in the judiciary seeking reimbursement for all or part the actual expenses incurred for the unused or cancelled interpreting services. This reminder is provided annually by notice to the bar pursuant to Administrative Directive #10-22, “New Jersey Judiciary Language Access Plan”.

Standards 1.4 and 1.4.1 of the Language Access Plan, as promulgated by Directive #10-22, provide with regard to this as follows:

Standard 1.4. Responsibility for Costs Incurred for Interpreting Services.

The Judiciary bears all costs incurred for interpreting services for state court proceedings, programs, and services, except in very limited instances. Costs for municipal court interpretation are the responsibility of the municipality. The Judiciary shall seek reimbursement for all or part of the actual expenses incurred for unused or cancelled interpreting services where the attorney or litigant neglected to provide the court with reasonable advance notice.

NOTE: These provisions do not necessarily apply to the provision of interpreters for the deaf and hard of hearing. Contact the Title II ADA Coordinator with any questions. See Standard 2.4. Responsibility for the Costs of ASL interpreting.

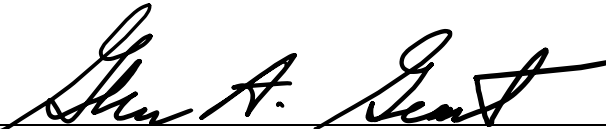
Standard 1.4.1. When the Court Will Seek Reimbursement:

The Judiciary must provide notice to attorneys and litigants of the possibility of reimbursement of interpreting costs being sought and shall seek reimbursement of incurred interpreting costs from a party or attorney when:

- The matter is settled before the interpreter's services are needed and the party who requested the interpreter could have notified the court in advance and such notice would have allowed for cancellation of the interpreting assignment at no cost or a reduced cost to the court.
- The attorney or the self-represented party who requested the interpreter failed to appear for the event for which the interpreter was requested and was negligent in failing to provide such advance notice or had no reasonable grounds for failure to appear.
- The attorney or self-represented party who requested the interpreter was negligent in not requesting an adjournment until the date the matter was scheduled and could have notified the court in advance of such request.
- The attorney who requested the hiring of interpreters but then chose not to use the interpreters on the day of the hearing, resulting in a last-minute cancellation that caused cancellations costs incurred by the Judiciary.

Notice to attorneys and litigants should include an annual notice to the bar about Standard 1.4. Additionally, when appropriate, a cancellation policy letter from a judge should be sent to attorneys and litigants to remind of their obligation to inform the office if and when court interpreting services are no longer required, including information on the scheduled interpreter(s), the costs, and a specific cancellation date to avoid unnecessary costs.

Matters involving self-represented parties will be reviewed on a case-by-case basis taking into account whether they were clearly made aware in advance of the obligation to notify the court of cancellation and considering their ability to pay.



Glenn A. Grant
Administrative Director of the Courts

Dated: July 12, 2023