

38 **II. REQUIREMENTS**

39 **A. General Policy.** The Parties agree that this Memorandum of Agreement
40 (Agreement) and the Language Access Policy are intended to aid the HPD in achieving
41 its mission, support public and officer safety, enable community policing strategies, and
42 enhance compliance with Title VI of the Civil Rights Act of 1964 and the Omnibus
43 Crime Control and Safe Streets Act of 1968. HPD agrees to comply with Title VI, that it
44 will not discriminate against individuals based on their limited-English proficiency, and
45 that it must take reasonable steps to ensure meaningful access to all individuals it
46 encounters who are LEP at no cost to them. The City will ensure that HPD complies with
47 this Agreement.

48
49 **B. Standard Operating Procedures/Language Access Policy.** The Parties have
50 negotiated and agreed to the Standard Operating Procedures regarding Language Access
51 Policy (SOP), attached as Appendix A. Within ten days, the Chief of Police shall sign,
52 issue, and make effective the SOP, which shall remain in effect during this Agreement
53 unless amended by agreement of the Parties. Thereafter, HPD shall implement all
54 requirements of the SOP.

55
56 **C. LEP Coordinator.** HPD has designated the Chief of Police as its LEP
57 Coordinator, who is responsible for implementing and coordinating all aspects of HPD
58 services to LEP individuals. The Chief may designate another Employee as the LEP
59 Coordinator with notice to DOJ and posting public notice as specified in paragraph II.E.4
60 below.

61
62 **D. Training.**

63 1. The City and HPD shall conduct mandatory, in-person or remote language
64 access training of at least 75-minute duration on the SOP requirements as well as
65 general law enforcement language access principles. HPD has accepted DOJ's
66 offer to provide trainers for this purpose at a suitable venue(s) to be provided by
67 HPD, provided that any venue will protect the health and safety of the trainers and
68 employees. DOJ understands that up to three training sessions may be required to
69 cover all Employees if conducted in-person. If conducted remotely, DOJ shall
70 devise additional specifications to ensure active engagement of attendees, restrict
71 recording, and otherwise. DOJ agrees to provide the trainers and lesson plan at no
72 cost to the City or HPD. HPD shall ensure that within 120 days all HPD
73 Employees¹ complete the training.

74 2. HPD shall provide training covering the same topics to all individuals who

¹ In accordance with the SOP, "Employees" includes Hazleton Police Department sworn officers, civilian employees, and other persons authorized by the Hazleton Police Department to provide services or assistance, including contractors and volunteers.

75 become Employees after the DOJ-assisted trainings conclude, as part of the initial
76 Field Training Officer (FTO) Program for all sworn officers and initial training
77 provided to all civilian employees.

78 3. HPD shall provide to all Employees annual refresher trainings on the SOP
79 and related topics designed to ensure compliance with the SOP, with the initial
80 refresher trainings to be completed during calendar year 2021.

81 4. HPD shall maintain records of attendance, subject matter, and duration for
82 all trainings conducted under this section II.D.

83
84 **E. Notice and Signage.**

85 1. SOP. HPD shall conspicuously post and thereafter maintain: a hard copy
86 of the SOP in the City Hall police reception area immediately upon its issuance,
87 an electronic version on its webpage within two days, and a Spanish translation in
88 both locations within ten days.

89 2. Language assistance notice. Within two days, HPD shall post and
90 maintain signage in the police reception area, in Spanish and English, stating that
91 interpreters or bilingual employees are available free of charge to LEP
92 individuals.

93 3. Complaints. Within two days, HPD shall post and maintain the procedure
94 to file a complaint against the Hazleton City Police in the police reception area in
95 English and Spanish.

96 4. LEP Coordinator. Within two days, HPD shall post and maintain in the
97 police reception area notice of the name and contact information for the LEP
98 Coordinator.

99
100 **F. Recruitment and Hiring.** HPD has taken steps to increase the recruitment and
101 hiring of individuals who may qualify for designation as Bilingual Officers. The Parties
102 agree that continued efforts to increase the number of Bilingual Officers and Employees
103 will help to improve public and officer safety, response time, and efficiency, and will
104 enhance community policing.

105 1. HPD shall continue to conduct outreach and post openings in locations
106 and with organizations that will provide notice to potential bilingual applicants.

107 2. Within two months, HPD shall report to DOJ the testing standards adopted
108 to qualify as Bilingual Employees or Officers, Authorized Interpreters, and
109 Translators pursuant to SOP part VIII.B.1, proceed with assessments, and provide
110 copies of the test results to DOJ for then-existing Employees. Thereafter, HPD
111 will provide to DOJ copies of test results for any other language tests taken by
112 Employees.

113
114 **G. Certification.** During this Agreement, the City and HPD shall provide to DOJ

115 written certifications which document that each of the requirements of this Agreement
116 and the SOP have been completed in a timely manner. Each certification shall specify
117 the date on which each item has been completed, an explanation for any item not
118 completed, and an update concerning any item that was previously reported as not
119 completed. The certifications shall include the items listed in the attached Appendix B.
120

121 **H. Reporting.**

122 1. Complaints. HPD shall provide to DOJ copies of any complaints it
123 receives that relate to the SOP or this Agreement.

124 2. HPD shall provide to DOJ copies of the data reviewed and any resulting
125 analysis performed in connection with the semi-annual and annual reviews
126 conducted pursuant to SOP parts VI.C and D and IX.A.1.

127 3. Staffing. At the time of each certification set forth in Paragraph G, HPD
128 shall report to DOJ the current number of: Employees; Bilingual Employees;
129 sworn officers; Bilingual Officers; translators; and HPD Authorized Interpreters
130 as defined by the SOP.
131

132 **I.** DOJ shall provide technical assistance to HPD and the City, when reasonably
133 requested and as resources allow, concerning implementation of the SOP, including any
134 problems encountered and recommendations for further improvements.
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137 **III. GENERAL PROVISIONS**

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139 **A.** The Effective Date of this Agreement is the date of the last signature below. All
140 deadlines in this Agreement will be calculated from the Effective Date.
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142 **B.** This Agreement will terminate thirteen months after the Effective Date, provided,
143 however, that the City and HPD have certified completion of all requirements referred to
144 in paragraphs II.G and H above at least thirty days prior to termination.
145

146 **C.** The Complainant and the City and HPD shall enter into a separate General
147 Release and Settlement Agreement.
148

149 **D.** DOJ hereby acknowledges and agrees that this Agreement is being executed as a
150 compromise of potential claims and legal actions and that it is not, and shall not be
151 construed as, an admission, concession or evidence of liability or wrongdoing of any
152 nature or description whatsoever on the part of the City or HPD all liability being
153 expressly denied.
154

155 **E.** This Agreement shall be applicable to, and binding upon, the parties, their

156 officers, agents, employees, assigns, and successors in office.

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158 **F.** This document is a public document. The Parties will provide a copy to any
159 person upon request.

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161 **G.** This Agreement constitutes the entire agreement between the parties on the
162 matters raised in the complaint, and no other statement or promise, either written or oral,
163 made by either party or agents of either party regarding the matters raised herein that is
164 not contained or referred to in this Agreement is enforceable. The Agreement may be
165 amended only in writing.

166 **H.** Nothing in this Agreement is intended to relieve HPD of its general obligation to
167 comply with Title VI and other applicable non-discrimination statutes and their
168 implementing regulations. It does not apply to any other issues, investigations, reviews,
169 or complaints of discrimination unrelated to the complaint that may be pending before
170 DOJ, any other federal agency, or court. DOJ may review other complaints it receives
171 against HPD that concern the laws, regulations, issues, and subject matter covered by this
172 Agreement. Nothing in this Agreement may be construed to limit or restrict DOJ's
173 statutory and regulatory authority to conduct complaint investigations or compliance
174 reviews.


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176 **I.** Failure by DOJ to enforce this entire Agreement or any provision thereof with
177 regard to any deadline or any other provision herein may not be construed as a waiver of
178 DOJ's right to enforce other deadlines and provisions of this Agreement.

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181 **For the Hazleton Police Department:**

For the United States:

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185 By: 
186 **BRIAN SCHOONMAKER**
187 Acting Chief of Police

By: 
188 **CHRISTINE STONEMAN**, Principal
189 Deputy Chief, performing the duties as
190 Chief

191 Hazleton Police Department
192 40 N. Church Street
193 Hazleton, PA 18201

194 ANNA MEDINA, Acting Deputy Chief

195 Dated: 5/21/2021

196 PAUL M. UYEHARA, Senior Attorney
197 U.S. Department of Justice
Civil Rights Division
Federal Coordination & Compliance Section
950 Pennsylvania Avenue, NW
Washington, DC 20530-0001

198 **For the City of Hazleton:**

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By: 

JEFFREY CUSATI

Mayor

40 N. Church Street

Hazleton, PA 18201

Dated: 5/21/2021

MICHAEL J. BUTLER

Assistant U.S. Attorney

United States Attorney's Office

Middle District of Pennsylvania


228 Walnut Street, Suite 220

Harrisburg, PA 17108

Dated: 5/27/2021

APPENDIX A

**STANDARD OPERATING PROCEDURES RE:
LANGUAGE ACCESS POLICY**

HAZLETON POLICE DEPARTMENT			
STANDARD OPERATING PROCEDURES			
VOLUME: 1	CHAPTER: 1	# OF PAGES: 10	
SUBJECT: Language Access Policy			
BY THE ORDER OF:		ACCREDITATION STANDARDS:	
CHIEF OF POLICE			
Effective Date:	, 2021	SUPERSEDES ORDER #: All orders	

212

213 **I. Purpose**

214 The purpose of this Standard Operating Procedure (SOP) is to establish
 215 effective guidelines for department personnel to follow when providing
 216 services to, or interacting with individuals who are Limited English
 217 Proficient (LEP). This SOP is intended to aid the department in achieving
 218 its mission, support public and officer safety, enable community policing
 219 strategies, and enhance compliance with Title VI of the Civil Rights Act of
 220 1964 and the Omnibus Crime Control and Safe Streets Act of 1968.

221

222 **II. Policy**

223 The Hazleton Police Department policy is to take reasonable steps to
 224 provide timely, meaningful access for LEP persons to all Hazleton Police
 225 Department programs and activities. All Hazleton Police Department
 226 personnel must inform members of the public that language assistance
 227 services are available free of charge to LEP persons and that Hazleton
 228 Police Department will provide these services to them. All personnel must
 229 provide free, appropriate language assistance to LEP individuals whom they
 230 encounter or whenever an individual requests such services.

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232 **III. Definitions**

233 A. Primary Language means the language in which an individual
 234 most effectively communicates, often the individual's native
 235 tongue.

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237 B. Limited English Proficiency designates individuals whose primary
238 language is not English and who have a limited ability to read, write,
239 speak, or understand English. LEP individuals may be competent in
240 certain types of communication (e.g., speaking or understanding), but
241 still LEP for other purposes (e.g., reading and writing). Similarly, LEP
242 designations are context specific: an individual may possess sufficient
243 English language skills to function in one setting, but these skills may
244 be insufficient in other situations.

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246 C. Exigent circumstances means circumstances requiring action before
247 language assistance can reasonably be obtained, in order to protect
248 life, prevent serious injury, or protect substantial property interests; to
249 apprehend or identify a fleeing suspect; or to prevent the hiding,
250 destruction, or alteration of sensitive evidence.

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252 D. Language Assistance includes authorized in-language service,
253 interpreting, and translation.

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255 E. In-language Service refers to monolingual communication in a language
256 other than English between a Bilingual Employee and an LEP person.

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258 F. Interpretation is the act of listening to a spoken communication in one
259 language (source language) and orally converting it to another language
260 (target language) while retaining the same meaning.

261

262 G. Translation is the replacement of written text from one language (source
263 language) into an equivalent written text in another language (target
264 language).

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266 H. Employee includes Hazleton Police Department sworn officers, civilian
267 employees, and other persons authorized by the Hazleton Police
268 Department to provide services or assistance, including contractors and
269 volunteers.

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271 I. Bilingual Employee refers to employees with the demonstrated ability to
272 use two languages proficiently according to standards adopted by the
273 Hazleton Police Department. Bilingual Employees are authorized to
274 provide In-language Services to LEP individuals but cannot interpret for
275 others unless separately designated as an Authorized Interpreter.

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J. Bilingual Officers are sworn Bilingual Employees.

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K. Hazleton Police Department Authorized Interpreter (Hazleton Police Department AI) is a Hazleton Police Department Bilingual Employee who has been authorized to interpret for others in certain situations after meeting interpreter training and qualification standards adopted by the Hazleton Police Department.

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L. Assisting Law Enforcement Official Assisting Interpreter (Assisting Law Enforcement AI) is a Bilingual Employee of an assisting state, county, or local law enforcement agency authorized to interpret for Hazleton Police Department employees in certain situations after meeting interpreter training and qualification standards equivalent to those adopted by the Hazleton Police Department.

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IV. Procedures for Accessing Interpretation Services

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A. Authorized Language Assistance.

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1. No employee may provide in-language assistance, interpretation, or translation without express authorization from the Hazleton Police Department;

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2. No employee may utilize any language assistance services provided by another employee or non-employee unless authorized by this policy.

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B. Civilian Visits and Telephone Calls to Hazleton Police Department

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1. Employees must direct Spanish speaking LEP visitors to a Bilingual Officer (Spanish) if one is readily available. If one is not readily available or if the LEP visitor speaks a language other than Spanish, employees must communicate with the individual by accessing a telephone interpreter. Hazleton Police Department personnel encountering LEP individuals communicating in an undetermined language must attempt to identify the language using a language identification guide.

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2. Employees receiving a non-emergency telephone call from LEP individuals must transfer the call to a readily available Bilingual Employee or Hazleton Police Department Authorized Interpreter in the needed language. Otherwise, the employee must transfer the call to the Luzerne County Department of Emergency Services (LCDES) for

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317 telephone interpreter assistance.

318 3. If an employee does not answer a non-emergency call, the auto
319 attendant advises LEP individuals to call 911 in English and
320 Spanish. (LCDES will answer the 911 calls and connect with a
321 telephone interpreter.)
322

323 C. Officers on Patrol or Responding to Calls for Service

324 1. The Patrol Supervisor or Officer in Charge must review all incoming
325 LCDES dispatches that indicate involvement of LEP persons.

326 a. If the identified primary language is Spanish and LCDES has not
327 dispatched a Bilingual (Spanish) officer, the Patrol Supervisor or
328 Officer in Charge must dispatch a Bilingual (Spanish) officer if one is
329 readily available, in addition to or in lieu of the originally dispatched
330 officer, based upon the urgency and nature of the call.

331 b. If a Bilingual Officer is not readily available or the primary language
332 is other than Spanish, the Patrol Supervisor or Officer in Charge must
333 respond to the scene.

334 2. Hazleton Police Department personnel encountering LEP individuals,
335 including complainants, witnesses, or victims, must notify the Patrol
336 Supervisor or Officer in Charge that LEP individuals are involved and
337 the relevant language, and seek language assistance, in the following
338 order of preference:

339 a. The Patrol Supervisor or Officer in Charge must dispatch a
340 Bilingual Officer or Authorized Interpreter if one is readily available in the
341 relevant language.
342

343 b. Otherwise, the Patrol Supervisor or Officer in Charge must respond
344 to the scene, assess the situation, and when appropriate request a
345 telephone interpreter via cell phone.
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347 c. If neither the Patrol Supervisor nor the OIC is able to respond, the
348 responding officer must access a telephone interpreter using any
349 available means of communication.
350

351 d. Exceptions and special restrictions.

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353 i. Exigent Circumstances. Hazleton Police Department personnel
354 are expected to follow the general procedures outlined in this
355 policy. However, exigent circumstances may require some

356 deviations. In such situations, a Patrol Supervisor or Officer in
357 Charge may authorize Hazleton Police Department employees
358 to use the most reliable, informal interpreter available, such as a
359 family member, friend, or bystander, to obtain immediate
360 pertinent information, after taking into account the risk of
361 inaccurate information, bias, and conflict of interest in relying on
362 an informal interpreter. Once the exigency ends or authorized
363 language assistance becomes available, all personnel are
364 expected to revert to the general procedures outlined in this
365 SOP.

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367 ii. Minor children. Employees may not utilize minor children as
368 informal interpreters, nor may supervisors authorize them to do
369 so, except in exigent circumstances. The child may be only be
370 used as an informal interpreter until (1) qualified language
371 assistance services are obtained in-person or via phone; (2) a
372 more reliable informal interpreter becomes available; or (3) the
373 exigency ends, whichever comes first. The officer must
374 exercise caution in relying upon the accuracy of the child's
375 communication in light of the circumstances, including the
376 maturity, lack of training, and uncertain dual language ability of
377 the child.

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379 iii. Domestic violence calls. Even in exigent circumstances,
380 officers are not permitted nor may supervisors allow the use of
381 family members, minor children, partners, or acquaintances as
382 informal interpreters in a domestic violence call unless there is
383 an immediate life threatening need. In the case of an immediate
384 life threatening need, a family member, partner, or acquaintance
385 may only be used as an interpreter until (1) qualified language
386 assistance services are obtained in-person or via phone; or (2)
387 the life-threatening emergency subsides, whichever comes first.

388
389 iv. In any situation in which an informal interpreter is utilized due to
390 exigent circumstances, the responding officer must secure the
391 assistance of a Bilingual Officer, Authorized Interpreter, or
392 telephone interpreter to confirm the accuracy of any information
393 received through an informal interpreter once the exigency
394 ends.

395
396 v. Issuance of written motor vehicle or police ordinance violations.
397 An officer who personally observes a motor vehicle moving
398 violation or a police ordinance violation may issue a citation or
399 violation notice to an LEP individual without providing language
400 assistance if the officer otherwise ensures: (1) the accuracy of
401 any oral communication necessary to issue the violation, and (2)
402 the absence of any circumstances that could call for the officer

403 to warn an individual of a potential danger or might allow the
404 officer to exercise discretion not to issue the violation. In any
405 doubtful situation, the officer must secure approval from a
406 supervisor or provide language assistance. This paragraph
407 does not apply to motor vehicle or pedestrian stops that are
408 investigatory in nature, DUI encounters, or accident
409 investigations.

410
411 vi. Social communications. Employees are not required to utilize
412 language assistance in social communications with limited
413 English proficient individuals. Social communications include
414 greetings and other limited communication while on patrol or in
415 community settings that do not involve responding to calls, the
416 exercise of law enforcement authority, potential criminal activity,
417 or any other substantive communication.

418 3. Hazleton Police Department personnel encountering LEP individuals,
419 communicating in an undetermined language, must attempt to identify
420 the language using a language identification guide.

421 4. Records. Personnel encountering an LEP person in an incident or
422 contact that is required to be reported in Visual Alert must enter "LEP"
423 in the summary section of the report, and record the relevant language
424 and the manner in which language assistance was provided or the
425 reason it was not provided, including the existence of exigent
426 circumstances and any use of informal interpreters. In traffic accident
427 cases, Officers must enter "LEP" in the "Notes" section of the Crash
428 Information Worksheet and include the same information recorded on
429 the Visual Alert system as noted above.

430 D. Court Cases

431 1. Officers requiring interpreters for defendants, witnesses, or victims in
432 any court case, must request interpreters through the Luzerne County
433 District Attorney's Office. These requests are made on the subpoena
434 list submitted with the criminal charges.

435 2. Officers requiring interpreters for summary court cases must request
436 interpreters from the Magisterial District Justice Office. These requests
437 are made on the subpoena list/remarks section of the citation.
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439

440 IV. Interrogations and Complaints

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442 A. Criminal Interrogations or other formal interviews that may negatively
443 affect an LEP individual's rights.

444 1. When interrogating LEP suspects, HPD investigators must provide
445 Miranda Warnings to them in their native language, use translated
446 Miranda warning forms in available languages, and if the suspect is
447 illiterate or translated forms are not available in the needed language, the
448 forms will be read to the suspect or witness in their primary language with
449 assistance from the interpreter.

450 2. Custodial interrogations and formal interviews of LEP individuals must
451 be conducted in-language by a Bilingual Officer, who may proceed in
452 conjunction with another sworn officer; or by another officer with the
453 assistance of an in-person, professional civilian interpreter authorized by
454 the Chief of Police.

455 3. HPD investigators must record custodial interrogations and formal
456 interviews of LEP individuals, including the administration of Miranda
457 warnings.

458 B. Complaint Procedures for LEP Persons

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460 1. Employees must provide any LEP individual who wishes to file a
461 complaint with the Hazleton Police Department regarding language
462 access, or the discharge of duties, with translated Department Internal
463 Affairs Complaint forms in English and the complainant's primary
464 language in accordance with the department's official Internal Affairs
465 complaint procedures.
466

467 2. The investigator assigned to the complaint must provide written notice
468 of the disposition of any LEP complaint in the complainant's primary
469 language.
470

471 3. The department must provide an interpreter for any subsequent hearings
472 and notify the hearing participants in advance that an interpreter will be
473 provided.
474

475 VI. Documents

476 A. Employees must provide the documents listed below in Spanish and
477 English upon request or for use by an LEP Spanish speaking Individual.
478 These forms include:

- 479 1. Miranda Warnings
480 2. Internal Affairs Complaint Forms
481 3. Crime Victim's Compensation Form
482 4. Domestic Violence Victim Information/Referral Form
483 5. Tow Release Forms
484 6. Waiver of Search Warrant
485
- 486 B. Employees must provide sight translations or an interpreter-assisted
487 explanation when providing other forms to an LEP individual, or when
488 providing forms listed above to individuals whose primary language is
489 neither English nor Spanish.
- 490 C. The LEP Coordinator must review the Hazleton Police Department's forms
491 and documents on an annual basis to determine whether additional
492 documents should be translated into Spanish or frequently-encountered
493 languages. The next review must be completed within one year.
- 494 D. The LEP Coordinator must assess demographic data, review contracted
495 language access services utilization and LEP incident report data on Visual
496 Alert or other searchable computer program, and consult with community-
497 based organizations in making decisions regarding whether it should
498 translate additional documents.
- 499 E. Hazleton Police Department personnel identifying the need for a
500 document or letter to be translated should contact the Chief of Police or
501 Division Commander via the chain of command for assistance in
502 procuring translation.

503

504 **VII. Public Notification of Hazleton City Police Language Services**

- 505 A. Signage
506
- 507 1. Signage must be posted and maintained at the police reception area,
508 in Spanish and English, stating that interpreters or bilingual
509 employees are available free of charge to LEP individuals.
510
- 511 2. This Language Access Policy must be posted conspicuously and
512 maintained, in English and Spanish, in the police reception area.
513
- 514 3. The procedure to file a complaint against the Hazleton City Police
515 must be posted at the police reception area in English and Spanish.
516

- 517 4. All other informational signs and notices must be posted and
518 maintained in English and Spanish.

519 **VIII. Training**

520 A. Language Access Policy

- 521 1. The Department must initially train all employees on this policy within
522 120 days.
- 523 2. Newly hired officers must be trained on this policy immediately upon
524 starting work.
- 525 3. Hazleton Police Department must conduct annual update training for
526 all employees on this policy.
- 527 4. Trainings must cover, in addition to the provisions of this Language
528 Access Policy: how the policy supports the Department's mission; how
529 to identify who is LEP and primary language; record keeping; the
530 difference between Bilingual Employees, Authorized Interpreters,
531 informal interpreters, and Translators; and how to work with an
532 interpreter.
- 533 5. The LEP Coordinator must maintain training records including
534 attendance and subjects covered.

535 B. Competency of Bilingual Employees, Interpreters, and Translators

- 536 1. The LEP Coordinator must adopt standards within one month to
537 determine which Hazleton Police Department employees, including
538 those already providing language assistance, may be designated as
539 Bilingual Employees, Authorized Interpreters, or Translators utilizing
540 externally administered, validated testing procedures in accordance
541 with acceptable industry standards for skills and training.
- 542 2. The LEP Coordinator must adopt standards within two months to
543 determine what individuals or vendors other than employees may
544 provide interpreting service in addition to LCDES-provided telephone
545 interpreters in those situations specified above.

546

547 **IX. Monitoring and Updating Language Assistance Efforts**

- 548 A. The Chief of Police or designee will serve as the LEP coordinator, and
549 therefore, be responsible to implement and coordinate all aspects of
550 Hazleton Police Department services to LEP individuals.

- 551 1. The LEP coordinator must review and update this policy semiannually.
552 The review will include, at a minimum, an analysis of the telephone
553 interpreter data, department LEP incident data, training records,
554 complaints, and annually, the latest demographics for the City of
555 Hazleton. After considering LEP encounters and demographic data,
556 the LEP coordinator will determine whether forms and signs should be
557 translated into additional languages.
- 558 2. Personnel encountering LEP individuals speaking languages other
559 than Spanish must notify the LEP coordinator of the language/nature of
560 the contact.
- 561 3. The LEP Coordinator must seek community feedback regarding
562 proposed amendments to this Policy.
- 563 4. The LEP Coordinator must maintain records of the number of Bilingual
564 Employees, and devise and implement a program to recruit, hire, and
565 retain additional Spanish speaking Bilingual Employees and
566 Authorized Interpreters.

APPENDIX B

MINIMUM CERTIFICATION REQUIREMENTS²

Cert Due	Action (Deadline)	Result/Status
6 Months	Language assistance notice Eng/Span posted (2 days)	
	Language complaint procedure Eng/Span posted (2 days)	
	LEP Coordinator name/contact posted (2 days)	
	DOJ discussions underway w Chief re training lesson plan & logistics w dates/venues set (2 weeks)	
	SOP signed & issued (10 days)	
	SOP posted upon issuance	
	SOP posted website (issuance + 2 days)	
	SOP (Spanish) posted on wall & website (issuance + 10 days)	
	Bilingual standards, test provider, and passing score adopted (30 days)	
	Bilingual tests administered and results to DOJ (60 days)	
	Interpreter standards, test provider, and passing score adopted (60 days)	
	Employees are recording LEP data in Visual Alert and Crash Information System (61 days)	
	All employees have completed new LEP/SOP training (120 days)	
	New employees receiving LEP/SOP training immediately upon hire (rolling after DOJ training completed)	
	LEP Coordinator reviews SOP and considers needed changes (6 mos)	
	Data reviewed and any analysis by LEP Coordinator given to DOJ (6 mos)	
	Staffing data reported to DOJ (6 mos)	
	Other language test results reported to DOJ (rolling)	
	Complaints provided to DOJ promptly as received (rolling)	
	Complaint dispositions sent to DOJ as done	

² This chart is intended to chronologically summarize the minimum certification requirements required for actions agreed to in the Memorandum of Agreement and the SOP and is not meant to exclude from certification any other actions agreed to in those documents.

Cert Due	Action (Deadline)	Result/Status
	(rolling)	
12 months	6 mos. items not certified as completed @ 6 mos	
	LEP Coordinator reviews SOP and considers needed changes (12 mos)	
	Data reviewed and any analysis by LEP Coordinator, including demographics, given to DOJ (12 mos)	
	Annual translation needs review conducted (12 mos)	
	Staffing data reported to DOJ	
	New employees receiving LEP/SOP training immediately upon hire (rolling)	
	Complaints provided to DOJ as received (rolling)	
	Complaint dispositions provided to DOJ as completed (rolling)	
	[+ add any periodic actions falling due after prior cert and update all rolling requirements]	
+ every 6 mos	(only if actions were not certified as completed @ prior deadline)	
	Prior items not certified as completed @ prior deadline	
	Annual update training completed for 2022	
	[+ add any periodic actions falling due after prior cert and update all rolling requirements]	