

1 **MEMORANDUM OF UNDERSTANDING**
2 **BETWEEN THE UNITED STATES OF AMERICA AND**
3 **THE OKLAHOMA ADMINISTRATIVE OFFICE OF THE COURTS**
4 **COMPLAINT # 171-60-15**
5

6 **I. INTRODUCTION**

7 A. This Memorandum of Understanding (MOU) is entered into by the United States through
8 the United States Department of Justice (DOJ) and the Oklahoma Supreme Court,
9 Administrative Office of the Courts (AOC) (collectively, the Parties). The AOC
10 coordinates operations and personnel throughout the state of Oklahoma for both district
11 courts and appellate courts in the Oklahoma State Court System (OSCS).

12 B. DOJ received a complaint alleging that the Mayes County District Court failed to provide
13 meaningful access for persons with limited English proficiency (LEP),¹ in violation of
14 the prohibition against national origin discrimination under Title VI of the Civil Rights
15 Act of 1964, as amended, 42 U.S.C. §§ 2000d - 2000d-7, and its implementing
16 regulations at 28 C.F.R. Part 42, Subpart C (together, Title VI).

17 C. Title VI prohibits race, color, and national origin discrimination, including failing to take
18 reasonable steps to ensure meaningful access for persons with LEP, in any program or
19 activity that receives federal financial assistance from DOJ and authorizes DOJ to
20 investigate and resolve discrimination complaints. 42 U.S.C. § 2000d - 2000d-7; 28
21 C.F.R. §§ 42.104, 42.107.

22 D. DOJ has jurisdiction to investigate and resolve this Title VI complaint because the AOC
23 and state courts in the OSCS receive federal financial assistance from DOJ.

24 E. DOJ initiated a Title VI investigation in June 2021, but paused the investigation in
25 September 2021 due to AOC's affirmative steps to provide meaningful access for court
26 users with LEP, including the following:

- 27 1. Ensuring the court user with LEP identified in the complaint received competent
28 interpreter services for all court proceedings.
29
30 2. Proposing legislation, which later became state law, that eliminated fees taxed only to
31 civil and criminal parties with LEP and developing a statewide fund to support court
32 language access services.²

¹ Limited English proficient refers to individuals who have a primary language other than English and a limited ability to read, write, speak, or understand English.

² Oklahoma House Bill No. 2357, effective July 1, 2022, amended 28 OK Stat § 2021, Section 152, E.2., and Section 153, A.10., I, and L. Available at: <https://perma.cc/F527-383T>.

- 33 3. Hiring a Title VI language access coordinator to assist courts in the OSCS.
34
35 4. Providing training to clerks, judges, and court staff on Title VI and the changes to
36 state law.
37
38 5. Issuing a statewide directive on June 30, 2022 from the AOC Director to all District
39 Court judges and court clerks that interpreters must be provided at the expense of the
40 court in all civil and criminal proceedings.
41
42 6. Expanding a pilot video remote interpreter program to other state courts.
43
44 7. Committing to the development of a statewide language access plan (LAP).
45
46 8. Authorizing three full-time staff interpreter positions for the largest District Court
47 locations in the state, Oklahoma County and Tulsa County.
48
49 9. Contracting with a telephonic and video remote interpreter provider to improve
50 access to interactions outside the courtroom, in emergencies, and in less frequently
51 encountered languages for a person with LEP.

52
53 F. The AOC has worked cooperatively with DOJ throughout this matter.

54 G. The Parties voluntarily agree to resolve the complaint and this matter by entering this
55 MOU and complying with its terms.

56 H. This MOU is not an admission of liability by the AOC regarding the allegations in the
57 Title VI complaint.

58 **II. GENERAL COMMITMENTS**

59 A. The Parties are committed to ensuring compliance with Title VI in all OSCS operations.

60 B. The Parties agree that it is essential to remove barriers that deny persons with LEP
61 meaningful access to the court system and that doing so ensures accurate communications
62 in civil and criminal proceedings and court operations, protects the integrity of evidence,
63 and promotes public trust and confidence in the judiciary.

64 C. The AOC agrees to develop a language access program that is compliant with Title VI
65 and includes a plan, policy, and procedures necessary to implement the plan and policy.

66 D. DOJ will provide technical assistance to the AOC as it implements the MOU terms.

67 **III. PARTIES COMMITMENTS**

68 A. The AOC will:

- 69 1. Work with DOJ to continue developing a language access program consistent with

- 70 this MOU and the requirements of Title VI.
71
72 2. Continue conducting regular Title VI trainings and refreshers for current judges, new
73 judges, clerks, and other court staff.
74
75 3. Expand access to language assistance services, both interpretation and translation, for
76 court users with LEP, to ensure compliance with Title VI in all OCS operations.
77
78 4. Share draft documents with DOJ to ensure they are compliant with Title VI.
79
80 5. Provide quarterly reports to DOJ on the implementation of the MOU terms.

81 B. DOJ will:

- 82 1. Work with the AOC to develop a language access program that complies with Title
83 VI.
84 2. Review all draft language access program materials from the AOC to ensure they are
85 compliant with Title VI.
86 3. Give timely feedback on all draft documents and reports required by this MOU.
87 4. Provide the AOC technical assistance before and after the effective date of this MOU.

88 **IV. SPECIFIC AOC ACTIONS**

- 89 A. Continue to implement the statewide directive, issued on June 30, 2022, to provide oral
90 and written language assistance services in all civil and criminal cases or proceedings and
91 court operations at no cost to a person with LEP. This policy will be included in the
92 statewide language access plan (LAP).
93
94 B. Continue working with the Oklahoma Supreme Court, and the State Board of Examiners
95 of Certified Courtroom Interpreters,³ where the subject matter is appropriately within the
Board's purview, to develop and manage the statewide language access program.
96
97 C. Within **180 days** from the effective date of this MOU, begin development of functionality
98 in the new case management system (system) to track the language needs of court users,
99 including any party, witness, or party in interest.⁴ The system is currently being
100 developed internally by the AOC staff, and the language access functionality will be
developed in phases that align with the overall progress of the new system.
101
102 D. Within **180 days** from the effective date of this MOU, create and distribute an interpreter
103 notice to courts, for all courthouses and on the Supreme Court website, written in non-
English languages, that addresses how to request an interpreter and how to file a language

³ See 20 OK Stat § 1701.

⁴ See 12 OK Stat § 2017.

- 104 access complaint.
- 105 E. Within **270 days** from the effective date of this MOU, develop a statewide language
106 access complaint process and procedures that permit anonymous complaints to be filed
107 by any person and prohibit retaliation against a complainant.
- 108 F. Within **270 days** from the effective date of this MOU, create and distribute video remote
109 interpreter guidance for judges and court staff in all state courts or include this guidance
110 as part of the LAP.
- 111 G. Within **270 days** from the effective date of this MOU, issue guidance to all judges and
112 court staff that addresses the proper use of bilingual staff and how to assess the
113 competency of bilingual staff or include this guidance as part of the LAP.
- 114 H. Within **270 days** from the effective date of this MOU, begin work on a translation project
115 to improve the availability of non-English versions of vital documents, within a
116 reasonable time, to eventually include official forms commonly used by self-represented
117 litigants, notices related to language access rights and how to access interpreter services,
118 and the Title VI complaint process.
- 119 I. Continue to distribute and utilize the AOC's updated interpreter bench card for judges
120 and court staff, which was revised in July 2023 to include the statewide interpreter policy
121 for a person with LEP in all civil or criminal cases and to include related information for
122 payment of interpreters by the courts.
- 123 J. Within **365 days** from the effective date of this MOU, develop a statewide language
124 access plan (LAP) that will govern all lower courts, and send any drafts of the LAP, and
125 any related language access policies, procedures, or other documents to DOJ for review.

126 V. MONITORING AND REPORTING

- 127 A. The AOC will provide DOJ quarterly monitoring and status reports.
- 128 1. The AOC will provide a quarterly report to DOJ that will include available
129 information on the cost of interpreter services and the non-English languages
130 encountered by courts.
- 131 2. The AOC will send each quarterly report to Andrea Plewes, Civil Rights Coordinator,
132 at Andrea.Plewes@usdoj.gov.
- 133 3. DOJ and the AOC will agree on the format and content of the quarterly report within
134 **60 days** of the effective date of this MOU.
- 135 B. DOJ will review each quarterly report and provide timely feedback.
- 136 1. DOJ will provide the AOC feedback within **30 days**.
- 137 2. AOC will address any DOJ questions or concerns within **30 days**.

138 C. At least **60 days** prior to the expected termination date of this MOU, the AOC will
139 submit to DOJ a proposed final status report which will include a certification that all
140 requirements of this MOU have been completed.

141 **VI. GENERAL TERMS**

- 142 A. This MOU will be applicable to, and binding upon, the parties to this MOU, their
143 officers, agents, employees, assigns, and successors in office.
- 144 B. This MOU resolves this DOJ Title VI matter, DJ# 171-60-15, and is limited to the facts
145 and issues presented in the complaints identified during this investigation. This MOU
146 does not affect the AOC's continuing obligation to comply with Title VI and all other
147 federal laws and applicable regulations or preclude DOJ from taking appropriate action to
148 evaluate the AOC's compliance with any laws enforced by DOJ.
- 149 C. If at any time DOJ believes that the AOC or any of its components has failed to comply
150 in a timely manner with any obligation under this MOU, DOJ may issue the AOC a
151 notice of alleged non-compliance and will provide a reasonable opportunity of no less
152 than **45 days** to respond. The parties will attempt to resolve any issue in good faith,
153 including but not limited to a cure or corrective period of no less than **180 days**. Should
154 the parties not be able to resolve any issue, DOJ and the AOC may pursue any action
155 allowed by law or this MOU.
- 156 D. In this MOU, the term "days" refers to calendar days.
- 157 E. The provisions in this MOU constitute the entire agreement.
- 158 F. If any provision in this MOU is deemed invalid, all other provisions remain valid.
- 159 G. The signatories represent that they are authorized to bind the AOC.
- 160 H. This MOU is a public document that will be available on a conspicuous location on the
161 public website of each party for the duration of the MOU and upon a request by any
162 individual.

163 **VII. EFFECTIVE DATE AND TERMINATION**

- 164 A. The effective date of this MOU is the date of the last signature below.
- 165 B. Except as otherwise set forth, all deadlines for action are based on the effective date.
- 166 C. This MOU will terminate **365 days** after the AOC's publication and implementation of
167 the statewide LAP, if the AOC has complied with all terms in Section III.A., IV, and
168 Section V. above, provided that DOJ will have **90 days** to raise any concerns regarding
169 the AOC's compliance with the terms of this MOU after the AOC has submitted the final
170 report required by paragraph V.C. above, and no notice of non-compliance or language
171 access complaint remains unresolved.

**For the Oklahoma Administrative Office of
the Courts:**



JARI ASKINS, Administrative Director

Administrative Office of the Courts
Supreme Court of Oklahoma

Dated: August 28, 2023

For the United States of America:

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Dated: August 31, 2023

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Dated: August 29, 2023