MEMORANDUM OF AGREEMENT

BETWEEN THE UNITED STATES OF AMERICA AND

THE CITY OF HAZLETON AND THE HAZLETON POLICE DEPARTMENT

COMPLAINT # 171-63-21

I. BACKGROUND

A. Complaint. This matter was commenced by an administrative complaint filed under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000d et seq., and its implementing regulation (Title VI), with the United States Department of Justice (DOJ or Department) against the Hazleton, PA Police Department (HPD). The complaint alleged that the HPD failed to provide language assistance to a limited English proficient (LEP) person and that HPD does not have appropriate policies and procedures for providing meaningful access to their services for LEP persons.

B. Jurisdiction. The United States determined that it had jurisdiction to respond to the complaint under Title VI, since HPD receives federal financial assistance from DOJ. Title VI and its implementing regulation, which is codified at 28 C.F.R. Part 42, Subpart C, prohibit discrimination based on race, color, and national origin in DOJ funded programs or activities and provide jurisdiction for DOJ to investigate HPD and, where appropriate, negotiate and secure voluntary compliance. Furthermore, if the Department determines that HPD is not in compliance with its obligations under applicable federal civil rights laws, the Department has a range of tools available that it may use to compel compliance.

C. Investigation. The United States, through DOJ, initiated an investigation of HPD, acting upon its authority under 28 C.F.R. Part 42, Subpart C to, among other things, investigate complaints alleging violations of Title VI against recipients of federal financial assistance from DOJ.

D. Technical Assistance. DOJ has provided technical assistance to HPD as it worked to develop and adopt a written Language Access Policy to help HPD comply with current applicable law. HPD, DOJ, the City of Hazleton (City), (collectively, the Parties), and complainant’s counsel worked cooperatively thereafter to conduct an interpreter-assisted community outreach meeting to gather feedback on the draft of the Language Access Policy.

E. Settlement. In order to avoid the burdens and expenses of further investigation and potential enforcement action, the Parties hereby agree as follows:
II. REQUIREMENTS

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

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

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

D. Training.

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

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

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

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

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

E. Notice and Signage.

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

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

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

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

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

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

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

G. Certification. During this Agreement, the City and HPD shall provide to DOJ
written certifications which document that each of the requirements of this Agreement and the SOP have been completed in a timely manner. Each certification shall specify the date on which each item has been completed, an explanation for any item not completed, and an update concerning any item that was previously reported as not completed. The certifications shall include the items listed in the attached Appendix B.

H. Reporting.

1. Complaints. HPD shall provide to DOJ copies of any complaints it receives that relate to the SOP or this Agreement.
2. HPD shall provide to DOJ copies of the data reviewed and any resulting analysis performed in connection with the semi-annual and annual reviews conducted pursuant to SOP parts VI.C and D and IX.A.1.
3. Staffing. At the time of each certification set forth in Paragraph G, HPD shall report to DOJ the current number of: Employees; Bilingual Employees; sworn officers; Bilingual Officers; translators; and HPD Authorized Interpreters as defined by the SOP.

I. DOJ shall provide technical assistance to HPD and the City, when reasonably requested and as resources allow, concerning implementation of the SOP, including any problems encountered and recommendations for further improvements.

III. GENERAL PROVISIONS

A. The Effective Date of this Agreement is the date of the last signature below. All deadlines in this Agreement will be calculated from the Effective Date.

B. This Agreement will terminate thirteen months after the Effective Date, provided, however, that the City and HPD have certified completion of all requirements referred to in paragraphs II.G and H above at least thirty days prior to termination.

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

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

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

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

G. This Agreement constitutes the entire agreement between the parties on the matters raised in the complaint, 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 is enforceable. The Agreement may be amended only in writing.

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

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

For the Hazleton Police Department:

By: [Signature]

CHRISTINE STONEMAN, Principal Deputy Chief, performing the duties as Chief

For the United States:

By: [Signature]

ANNA MEDINA, Acting Deputy Chief

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

40 N. Church Street
Hazleton, PA 18201

Dated: 5/21/2021

By: [Signature]
JEFFREY CUSAT
Mayor

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
I. Purpose

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

II. Policy

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

III. Definitions

A. Primary Language means the language in which an individual most effectively communicates, often the individual’s native tongue.
B. **Limited English Proficiency** designates individuals whose primary language is not English and who have a limited ability to read, write, speak, or understand English. LEP individuals may be competent in certain types of communication (e.g., speaking or understanding), but still LEP for other purposes (e.g., reading and writing). Similarly, LEP designations are context specific: an individual may possess sufficient English language skills to function in one setting, but these skills may be insufficient in other situations.

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

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

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

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

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

H. **Employee** 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.

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

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.

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.

IV. **Procedures for Accessing Interpretation Services**

A. **Authorized Language Assistance.**

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

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

B. **Civilian Visits and Telephone Calls to Hazleton Police Department**

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.

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
telephone interpreter assistance.

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

C. Officers on Patrol or Responding to Calls for Service

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

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

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

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

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

   b. Otherwise, the Patrol Supervisor or Officer in Charge must respond
to the scene, assess the situation, and when appropriate request a
telephone interpreter via cell phone.

   c. If neither the Patrol Supervisor nor the OIC is able to respond, the
responding officer must access a telephone interpreter using any
available means of communication.

   d. Exceptions and special restrictions.

      i. Exigent Circumstances. Hazleton Police Department personnel
are expected to follow the general procedures outlined in this
policy. However, exigent circumstances may require some
deviations. In such situations, a Patrol Supervisor or Officer in Charge may authorize Hazleton Police Department employees to use the most reliable, informal interpreter available, such as a family member, friend, or bystander, to obtain immediate pertinent information, after taking into account the risk of inaccurate information, bias, and conflict of interest in relying on an informal interpreter. Once the exigency ends or authorized language assistance becomes available, all personnel are expected to revert to the general procedures outlined in this SOP.

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

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

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

v. Issuance of written motor vehicle or police ordinance violations. An officer who personally observes a motor vehicle moving violation or a police ordinance violation may issue a citation or violation notice to an LEP individual without providing language assistance if the officer otherwise ensures: (1) the accuracy of any oral communication necessary to issue the violation, and (2) the absence of any circumstances that could call for the officer
to warn an individual of a potential danger or might allow the
officer to exercise discretion not to issue the violation. In any
doubtful situation, the officer must secure approval from a
supervisor or provide language assistance. This paragraph
does not apply to motor vehicle or pedestrian stops that are
investigatory in nature, DUI encounters, or accident
investigations.

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

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

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

D. Court Cases

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

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

IV. Interrogations and Complaints
A. Criminal Interrogations or other formal interviews that may negatively affect an LEP individual's rights.

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

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

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

B. Complaint Procedures for LEP Persons

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

2. The investigator assigned to the complaint must provide written notice of the disposition of any LEP complaint in the complainant’s primary language.

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

VI. Documents

A. Employees must provide the documents listed below in Spanish and English upon request or for use by an LEP Spanish speaking Individual. These forms include:
1. Miranda Warnings
2. Internal Affairs Complaint Forms
3. Crime Victim's Compensation Form
4. Domestic Violence Victim Information/Referral Form
5. Tow Release Forms
6. Waiver of Search Warrant

B. Employees must provide sight translations or an interpreter-assisted explanation when providing other forms to an LEP individual, or when providing forms listed above to individuals whose primary language is neither English nor Spanish.

C. The LEP Coordinator must review the Hazleton Police Department's forms and documents on an annual basis to determine whether additional documents should be translated into Spanish or frequently-encountered languages. The next review must be completed within one year.

D. The LEP Coordinator must assess demographic data, review contracted language access services utilization and LEP incident report data on Visual Alert or other searchable computer program, and consult with community-based organizations in making decisions regarding whether it should translate additional documents.

E. Hazleton Police Department personnel identifying the need for a document or letter to be translated should contact the Chief of Police or Division Commander via the chain of command for assistance in procuring translation.

VII. Public Notification of Hazleton City Police Language Services

A. Signage

1. Signage must be posted and maintained at the police reception area, in Spanish and English, stating that interpreters or bilingual employees are available free of charge to LEP individuals.

2. This Language Access Policy must be posted conspicuously and maintained, in English and Spanish, in the police reception area.

3. The procedure to file a complaint against the Hazleton City Police must be posted at the police reception area in English and Spanish.
VIII. Training

A. Language Access Policy

1. The Department must initially train all employees on this policy within 120 days.

2. Newly hired officers must be trained on this policy immediately upon starting work.

3. Hazleton Police Department must conduct annual update training for all employees on this policy.

4. Trainings must cover, in addition to the provisions of this Language Access Policy: how the policy supports the Department’s mission; how to identify who is LEP and primary language; record keeping; the difference between Bilingual Employees, Authorized Interpreters, informal interpreters, and Translators; and how to work with an interpreter.

5. The LEP Coordinator must maintain training records including attendance and subjects covered.

B. Competency of Bilingual Employees, Interpreters, and Translators

1. The LEP Coordinator must adopt standards within one month to determine which Hazleton Police Department employees, including those already providing language assistance, may be designated as Bilingual Employees, Authorized Interpreters, or Translators utilizing externally administered, validated testing procedures in accordance with acceptable industry standards for skills and training.

2. The LEP Coordinator must adopt standards within two months to determine what individuals or vendors other than employees may provide interpreting service in addition to LCDES-provided telephone interpreters in those situations specified above.

IX. Monitoring and Updating Language Assistance Efforts

A. The Chief of Police or designee will serve as the LEP coordinator, and therefore, be responsible to implement and coordinate all aspects of Hazleton Police Department services to LEP individuals.
1. The LEP coordinator must review and update this policy semiannually. The review will include, at a minimum, an analysis of the telephone interpreter data, department LEP incident data, training records, complaints, and annually, the latest demographics for the City of Hazleton. After considering LEP encounters and demographic data, the LEP coordinator will determine whether forms and signs should be translated into additional languages.

2. Personnel encountering LEP individuals speaking languages other than Spanish must notify the LEP coordinator of the language/nature of the contact.

3. The LEP Coordinator must seek community feedback regarding proposed amendments to this Policy.

4. The LEP Coordinator must maintain records of the number of Bilingual Employees, and devise and implement a program to recruit, hire, and retain additional Spanish speaking Bilingual Employees and Authorized Interpreters.
### APPENDIX B

### MINIMUM CERTIFICATION REQUIREMENTS

<table>
<thead>
<tr>
<th>Cert Due</th>
<th>Action (Deadline)</th>
<th>Result/Status</th>
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<tbody>
<tr>
<td>6 Months</td>
<td>Language assistance notice Eng/Span posted (2 days)</td>
<td></td>
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<tr>
<td></td>
<td>Language complaint procedure Eng/Span posted (2 days)</td>
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<td></td>
<td>LEP Coordinator name/contact posted (2 days)</td>
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<td>DOJ discussions underway w Chief re training lesson plan &amp; logistics w dates/venues set (2 weeks)</td>
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<td></td>
<td>SOP signed &amp; issued (10 days)</td>
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<td></td>
<td>SOP posted upon issuance</td>
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<td></td>
<td>SOP posted website (issuance + 2 days)</td>
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<tr>
<td></td>
<td>SOP (Spanish) posted on wall &amp; website (issuance + 10 days)</td>
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<tr>
<td></td>
<td>Bilingual standards, test provider, and passing score adopted (30 days)</td>
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<td></td>
<td>Bilingual tests administered and results to DOJ (60 days)</td>
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<tr>
<td></td>
<td>Interpreter standards, test provider, and passing score adopted (60 days)</td>
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<td></td>
<td>Employees are recording LEP data in Visual Alert and Crash Information System (61 days)</td>
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<td></td>
<td>All employees have completed new LEP/SOP training (120 days)</td>
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<td></td>
<td>New employees receiving LEP/SOP training immediately upon hire (rolling after DOJ training completed)</td>
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<td></td>
<td>LEP Coordinator reviews SOP and considers needed changes (6 mos)</td>
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<td>Data reviewed and any analysis by LEP Coordinator given to DOJ (6 mos)</td>
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<td></td>
<td>Staffing data reported to DOJ (6 mos)</td>
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<td></td>
<td>Other language test results reported to DOJ (rolling)</td>
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<tr>
<td></td>
<td>Complaints provided to DOJ promptly as received (rolling)</td>
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<tr>
<td></td>
<td>Complaint dispositions sent to DOJ as done</td>
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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.
<table>
<thead>
<tr>
<th>Cert Due</th>
<th>Action (Deadline)</th>
<th>Result/Status</th>
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<tbody>
<tr>
<td>(rolling)</td>
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<tr>
<td><strong>12 months</strong></td>
<td>6 mos. items not certified as completed @ 6 mos</td>
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<tr>
<td></td>
<td>LEP Coordinator reviews SOP and considers needed changes (12 mos)</td>
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<td></td>
<td>Data reviewed and any analysis by LEP Coordinator, including demographics, given to DOJ (12 mos)</td>
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<td>Annual translation needs review conducted (12 mos)</td>
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<td>Staffing data reported to DOJ</td>
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<td>New employees receiving LEP/SOP training immediately upon hire (rolling)</td>
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<td>Complaints provided to DOJ as received (rolling)</td>
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<td>Complaint dispositions provided to DOJ as completed (rolling)</td>
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<td>[+ add any periodic actions falling due after prior cert and update all rolling requirements]</td>
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<td><strong>+ every 6 mos</strong></td>
<td>(only if actions were not certified as completed @ prior deadline)</td>
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<td>Prior items not certified as completed @ prior deadline</td>
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<td>Annual update training completed for 2022</td>
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<tr>
<td></td>
<td>[+ add any periodic actions falling due after prior cert and update all rolling requirements]</td>
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