

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES OF AMERICA
AND
DANE COUNTY SHERIFF’S OFFICE
DEPARTMENT OF JUSTICE NUMBER 171-86-28

I. BACKGROUND

- A. **Information.** In March 2023, the Department of Justice’s Civil Rights Division (“DOJ”) received information indicating that the Dane County Sheriff’s Office (“DCSO”) may have engaged in national origin discrimination against an individual with limited English proficiency (“LEP”) in violation of Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d to 2000d-7 and its implementing regulations, 28 C.F.R. Part 42, Subpart C (collectively, “Title VI”). DOJ subsequently initiated an inquiry to determine whether DCSO is complying with the nondiscrimination requirements of Title VI by taking reasonable steps to provide meaningful access to individuals with LEP.
- B. **Jurisdiction.** Title VI prohibits discrimination based on race, color, or national origin in federally funded programs or activities. DCSO receives federal financial assistance from DOJ, and thus the United States has jurisdiction under Title VI to investigate and, where appropriate, negotiate and secure voluntary compliance.
- C. **Inquiry.** DOJ’s authority under 28 C.F.R. § 42.107 is to, among other things, investigate reports, complaints, or any other information indicating a possible failure to comply with Title VI by a recipient of federal financial assistance from DOJ. During the course of DOJ’s initial contacts with DCSO, DCSO expressed an interest in resolving this matter and has proactively taken steps to improve its language access policies and procedures, ensure consistent and effective delivery of language assistance, and develop and implement language access training.
- D. DCSO has fully cooperated during the course of DOJ’s inquiry. There has been no finding that DCSO has engaged in national origin discrimination against an individual or individuals with LEP in violation of Title VI. DCSO’s interest in voluntarily participating in the DOJ’s Law Enforcement Language Access Initiative is to enhance its service delivery to individuals with LEP and to build on the positive relationships DCSO has established in the community.
- E. **Agreement.** As a resolution, DOJ and DCSO (collectively, the “Parties”) wish to avoid the burdens and expenses of investigation and potential enforcement action, and the Parties therefore agree as follows:

II. COOPERATIVE AGENDA

A. Policy and Structure

1. DCSO confirms that it has and will continue to: comply with Title VI; refrain from discrimination against individuals based on their national origin, including individuals with LEP; and take reasonable steps to ensure meaningful access to its programs and activities for all individuals it encounters who are LEP at no cost to those individuals, as described in this Memorandum of Understanding (“MOU”).
2. **Language Access Plan.** DCSO has drafted a Limited English Proficiency Policy and language access plan (the “Plan”), which will serve to operationalize and formalize the measures below across DCSO. DCSO will provide the Plan to DOJ for review within 90 days of the Effective Date of this MOU. DOJ will review and provide feedback within 30 days of receiving the Plan. DCSO will finalize the Plan within 60 days of receiving DOJ approval which shall not be unreasonably withheld. The finalized Plan shall include provisions to:
 - a. Require periodic training for all DCSO personnel and specialized training for personnel identified as “bilingual” (defined in the Plan as “the ability to communicate in two languages fluently, including the ability to communicate in both English and another language”) as further set forth in Part II.B. below.
 - b. Establish necessary qualifications prior to designation as a bilingual officer and/or authorization to act as an interpreter or translator, including:
 - i. A language skill assessment performed by a language testing agency or service that adheres to the standards of the American Council on the Teaching of Foreign Languages (ACTFL) or Interagency Language Roundtable (ILR); and
 - ii. Bilingual personnel training on interpretation techniques, ethics, specialized terminology, and current issues regarding the provision of language access services in DCSO;
 - c. Establish guidelines on the use of written statements in languages other than English;
 - d. Set standards for the use of children, family members, bystanders or automated electronic translations (e.g., Google translate) to assist DCSO officers in communicating with individuals with LEP

only when exigent circumstances are present, including concerns attendant to their use in specialized circumstances (e.g. domestic violence incidents), and set procedures to confirm the accuracy of any information obtained through an informal or unqualified interpreter once the exigency has passed or authorized language assistance becomes available;

- e. Identify and disseminate contact information for qualified bilingual officers who are authorized to communicate with individuals with LEP as well as training on how to effectively work with them;
- f. Ensure that individuals with LEP have meaningful access to any outgoing messages on public contact telephone lines;
- g. Establish a framework for evaluating and identifying vital documents for translation, target languages for translation of these documents, and a timeline for completing accurate translations of identified vital documents;
- h. Establish procedures for: obtaining and providing written translations of Miranda warnings/language, forms and other vital documents to individuals with LEP (as further set forth in Part II.C.2 below); investigative interviews of witnesses with LEP; and custodial interrogations of suspects with LEP;
- i. Utilize a database to identify and track the number of DCSO interactions with individuals with LEP and the frequency of use of language assistance services, including the language spoken and the service used;
- j. Where a written record is created, utilize DCSO databases to track interactions with individuals with LEP using a circumstance code, and include the language spoken and the method of communication or language assistance used in the body of the report;
- k. Translate critical information for communities with LEP on the DCSO website, and implement a quality control procedure to ensure accurate translations of digital content; and
- l. Create a structure for community input and engagement to assist DCSO in responding to language access needs.

3. **Language Access and Reporting Specialist.** Dane County has recently created a new position of Dane County Language Access and Reporting Specialist. The Language Access and Reporting Specialist will serve as a resource for DCSO. The Language Access and Reporting Specialist will develop a data system to track language access needs in Dane County, and will conduct and/or assist DCSO staff in conducting continuing program language access evaluation to monitor and recommend any language access procedures as needed to fit DCSO or the Dane County community's needs. The Language Access and Reporting Specialist will provide regular staff training to ensure competency when offering language access services, and regular training to DCSO managers in how to assess contracted agency language access compliance. Within 30 days of the start date of the newly hired Language Access and Reporting Specialist, DCSO will identify a sworn officer to serve as its liaison to the Language Access and Reporting Specialist. The liaison will be DCSO's primary point of contact for the Language Access and Reporting Specialist with respect to the Language Access Plan and any other language access procedures. DCSO will notify DOJ in advance of designating another sworn staff member as the liaison to the Language Access and Reporting Specialist.
4. **Language Access Work Group.** DCSO will work with Dane County's Language Access and Reporting Specialist to convene an inaugural Language Access Work Group meeting within 180 days of the Effective Date of this MOU with the DCSO liaison and representatives from DCSO's districts, training officers, dispatchers and other relevant stakeholders representing interests of communities with LEP from within DCSO. The goal of this and subsequent meetings will be to ensure at least semiannually that the Language Access and Reporting Specialist and DCSO personnel have the resources and information necessary to provide meaningful language access to DCSO programs and activities, including, but not limited to, vital documents, activities, and communications. The Language Access Work Group will, with information and guidance from the Language Access and Reporting Specialist, assess goals and possible additional training relating to outreach to communities with LEP that are within DCSO's jurisdiction. DCSO will provide DOJ with notice of meeting dates, the agenda, a list of participants, and notes from each Language Access Work Group meeting for the duration of this MOU, as further set forth in Part II.D.1.a below.

B. Training

1. **Plan Training.** Within 90 days of finalizing the Plan, DCSO will initiate implementation of the Plan, including adding the Plan to its Field Training

Officer materials.

2. **Language Access Trainings**

- a. **Development and Initial Training.** DCSO will develop mandatory language assistance training plans for current and new deputies, training personnel, and any other personnel who interact with the public. DCSO will modify its existing in-house orientation for new DCSO deputies and other personnel to include this new language access training within 90 days of finalizing the Plan. DCSO will conduct its initial training for existing employees within one year of finalizing the Plan.
- b. **Periodic Training.** After the initial language access training, continued training on language assistance will be provided approximately annually, using methods regularly used by DCSO for annual training. Refresher courses may be provided virtually or through training bulletins as needed.
- c. **Training Content.** Training curricula for the language access trainings will include (but will not be limited to) how DCSO personnel can identify whether a person is LEP and their spoken language, and the preferred form of language assistance they should provide based on the context of the interaction, including the type of enforcement activity, the nature of the communication at issue, and the exigency of the circumstances. The training also will include information about the demographics of and major languages spoken by Dane County's communities with LEP and any other task-specific language access issues.

3. **Additional Training**

- a. **Training for Bilingual Officers.** DCSO will develop an annual training plan for bilingual officers (referenced in Part II.A.2.a above) that addresses interpretation techniques, ethics, specialized terminology, current issues regarding the provision of language access services in DCSO, and any other topics deemed necessary by the Language Access and Reporting Specialist. The training will be conducted using methods currently utilized by DCSO for similar training, including in-person training, training bulletins, virtual trainings or other methods. The training will include, but not be limited to, when the use of bilingual officers is appropriate or not appropriate, strategies for bilingual officers to use when requested to provide services outside their skill set or scope of duties, and any recent issues or concerns raised by bilingual

officers. DCSO will conduct its initial training for bilingual officers within 180 days of finalizing the Plan.

b. **Title VI Training for All DCSO Employees.** DCSO will provide periodic training to all employees on the Title VI prohibition on discrimination, including content related to interactions with individuals or communities with LEP.

4. **Training Development.** DCSO will work cooperatively with DOJ to develop the training materials for all trainings identified in Part II. B. 2. above, including submitting each proposed trainer’s resumé and information about the trainer’s expertise to DOJ for review and approval of the language access content at least 45 days before the training date, and DOJ will review and provide feedback within 20 days. No DOJ review is required of training topics other than those addressed herein.

C. **Language Assistance Options**

1. **Communication Tools.** Consistent with the Plan, DCSO personnel will have access to, and training in the use of, a range of communication tools to interact with DCSO’s communities with LEP. Such tools will include:

- a. Bilingual personnel;
- b. Interpretation options, including:
 - i. telephonic or video connectivity to an off-site interpreter; and
 - ii. access to in-person professional interpreters;
- c. Professional translation services;
- d. Translated forms, notices, and DCSO web-based content; and
- e. Language identification materials.

2. **Translation of Vital Documents.** DCSO will work with Dane County’s Language Access and Reporting Specialist to develop a plan and framework for identifying “vital documents” for translation (defined in the Plan as “paper or electronic written material that contains information that is critical for accessing Sheriff’s Office programs or activities, or is required by law”) based on the language needs of DCSO and Dane County’s community with LEP. The Language Access and Reporting Specialist will establish translation procedures for vital documents and will develop and document measures to ensure quality control of interpreters and translators. The Language Access and Reporting Specialist will assist DCSO to establish DCSO policies and procedures for deploying language access resources that are appropriate for different

contexts of service and implement them as needed to ensure persons with LEP can access vital documents and the information contained therein. Within 180 days of finalizing the Plan, DCSO will submit its list of proposed vital documents, target languages, and timeline for translation to DOJ for review and approval.

3. **Recruitment, Hiring, and Effective Use of Bilingual Employees.** DCSO has taken steps to increase the recruitment and hiring of individuals who may qualify for designation as bilingual personnel and is committed to continuing to use bilingual assets to help to improve public and officer safety, response time, and efficiency, and enhance community policing. DCSO will create and implement an assessment procedure to receive bilingual certification, and will continue its efforts to effectively identify and qualify bilingual officers and employees, by taking the following steps:

- a. Conduct outreach and post job openings in locations and with organizations that provide notice to potential bilingual applicants.
- b. Establish a bilingual designation testing requirement (referenced in Part II.A.2.a.i above) to include comprehension, communication, and interpretation proficiency. Within 180 days of the bilingual testing requirement's implementation, DCSO will additionally:
 - i. Report to DOJ the names, positions, and language assessment test scores of all bilingual personnel. DCSO will also identify the appropriate tasks for bilingual employees of specified skill levels; and
 - ii. Make a list of assessed bilingual officers available to DCSO employees, and if applicable, set forth any differences in the types of functions applicable to each officer. This list should include the method of contacting a bilingual officer when needed. This list will be updated periodically, at least every 180 days.

D. Notice, Outreach, and Partnerships with Communities With LEP

1. **Commitment to Communities With LEP.** DCSO has been and is committed to strengthening its ties with all Dane County communities, including communities with LEP. To further its commitment, DCSO will provide the following notifications and information, and conduct the following outreach:

- a. Within 120 days of the establishment of the Language Access Work Group, DCSO will work with the Language Access Work Group to develop a plan to inform and engage communities with

LEP and language access stakeholders about DCSO's language assistance services and submit that plan to DOJ for review and approval. The Work Group's plan will include targeted outreach to communities with LEP to publicize the availability of interpretation services. The Work Group will continue and expand the DCSO's robust engagement in community outreach targeted towards populations with LEP, including periodic in-person community meetings. DCSO will provide language assistance services during these meetings and will gather comments and concerns related to implementation of DCSO's Plan. For the duration of this agreement, DCSO will provide DOJ with 30 days' notice in advance of the meeting date to permit DOJ an opportunity to observe the meeting. Notes and any resulting action plan from each meeting will be shared with DOJ following the meeting.

- b. Within 180 days of the Effective Date of this MOU, DCSO will post and maintain notices stating that interpreters or bilingual employees are available free of charge to individuals with LEP. These notices will be written in the top five languages spoken in Dane County, and will be posted in areas accessible to the public in every DCSO station and on DCSO's website. These notices must also have the name and contact information for Dane County's Language Access and Reporting Specialist. DCSO will submit the content of the notices for DOJ review and feedback.

E. Tracking and Reporting

1. **Capturing Language Data.** Within 120 days of the Effective Date of this MOU, DCSO will develop and train all staff on using a standardized method of data collection to document contacts with individuals with LEP (this will be limited to those contacts that are typically and currently documented by DCSO personnel; contacts that are typically not documented will not be required to be documented, but could be at the discretion of DCSO personnel). When drafting written reports, where applicable, DCSO personnel will note the individual's status as LEP, the primary language spoken, and the method of communication used by DCSO to interact with the individual. DCSO will assess and modify its current system of recordkeeping to ensure DCSO can document this information electronically in a manner that can be reviewed and monitored by the Language Access and Reporting Specialist.
2. **Monitoring and Reporting to DOJ**
 - a. Every 180 days from the Effective Date of this MOU, DCSO will

provide DOJ with status reports which will address each item in Parts II.A through E, as set forth below. The status reports will include, but may not be limited to, the following information:

- i. Notes and attendance from Language Access Work Group meetings as noted in Part II.A.4;
 - ii. Data reflecting language assistance services provided by DCSO staff and the languages in and methods by which such services were provided;
 - iii. Usage of telephone interpretation by language;
 - iv. Language access trainings provided, including number of trainings, scheduled dates for future training, as noted in Part II.B, training curricula, trainers, and lists of attendees;
 - v. List of assessed (or newly assessed) bilingual officers as noted in Part II.C.3;
 - vi. DCSO's translation plan for vital documents, including any available examples in both English and the target language(s) as noted in Part II.C.2; and
 - vii. Frequency and resolution of any complaints related to language access.
- b. DOJ will review each status report and will provide timely feedback to DCSO as needed.
 - c. For the first year of the MOU, the Parties will meet, either in person or by video conference, at least quarterly, to discuss DCSO's progress in executing the MOU, any problems encountered, and any recommendations for further improvement. After the first year of the MOU, the Parties will meet at least every 6 months, or more frequently upon the request of either Party.

III. GENERAL TERMS

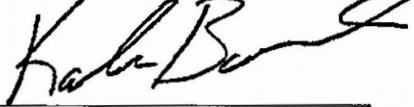
- A. Each party representative executing this MOU certifies that they are authorized to enter into and consent to the terms of this MOU and to legally bind their party to it. This MOU may be executed in counterparts.
- B. This MOU is applicable to, and binding upon, the Parties, their principals, officers, agents, employees, administrators, representatives, assignees, successors, and all legal representatives thereof.
- C. This MOU may only be amended or modified in writing. Should DCSO require an extension of time to meet any of the deadlines set forth herein, DCSO will contact

DOJ to discuss the same. DCSO may seek to modify this MOU because of changed conditions that make performance impossible or impracticable by notifying DOJ in writing and setting forth the proposed modification and the facts to support it. Until DOJ agrees to the modification in writing, no modification will take effect. DOJ's agreement will not be unreasonably withheld.

- D. This MOU resolves this Title VI inquiry and is limited to the facts and issues presented during this inquiry. This MOU neither affects DCSO's continuing obligation to comply with Title VI nor precludes DOJ from taking appropriate action to evaluate DCSO's compliance with any laws or regulations enforced by DOJ.
- E. DCSO acknowledges its obligation, independent of this MOU, to ensure that all DCSO programs and services, and the programs and services of all entities that receive federal financial assistance from DCSO, comply with Title VI.
- F. DCSO will not threaten, coerce, discriminate, or take other adverse actions against any individual for the purpose of interfering with any right or privilege secured by Title VI, including because that individual has made a complaint, testified, assisted, or participated in any manner in a Title VI investigation.
- G. This MOU does not bar any individual from pursuing a Title VI complaint, or any other action allowed by law, against DCSO.
- H. If, during the course of this MOU, DOJ determines that the DCSO has not complied with the terms of the MOU, DOJ will provide the DCSO written notice of the noncompliance and the Parties will attempt to resolve the issue(s) in good faith. If DOJ determines during the monitoring of this MOU that DCSO has not complied in good faith with the terms of this MOU, DOJ will reinitiate its investigation of this matter.
- I. Failure by DOJ to enforce this entire MOU, or any provision thereof with regard to any deadline or any other provision herein, will not be construed as a waiver of DOJ's right to enforce the deadlines and provisions of this MOU.
- J. The provisions herein constitute the entire agreement 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 MOU, will be enforceable.
- K. Should any provision of this MOU be declared or determined by any court to be illegal, invalid, or unenforceable, the validity of the remaining parts, terms, or provisions will not be affected. The Parties will not, individually or in combination with another, seek to have any court declare or determine that any provision of this MOU is invalid.

- L. This MOU is a public document that will be posted in a conspicuous location on the public website or the equivalent of each Party for the duration of the MOU and provided to any individual who requests a copy.
- M. The Effective Date of this MOU is the date of the last signature below. The term of this MOU is two years from the issuance of DCSO's finalized Plan provided that the DCSO has successfully implemented the provisions of the Cooperative Agenda in part II, above.

For the Dane County Sheriff's Office




KALVIN BARRETT
Dane County Sheriff

Dated: 8/29/2024

For the United States of America

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BY 

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Dated: September 3, 2024