

MEMORANDUM OF AGREEMENT
BETWEEN THE UNITED STATES OF AMERICA AND
THE NORTH CAROLINA ADMINISTRATIVE OFFICE OF THE COURTS
COMPLAINTS # 171-54M-8 AND 171-54-26

I. INTRODUCTION

- A. This Memorandum of Agreement is entered into by the United States through the United States Department of Justice, Civil Rights Division (DOJ) and the North Carolina Administrative Office of the Courts (NCAOC) (collectively, the Parties). The NCAOC provides administrative services to the North Carolina Judicial Branch.
- B. DOJ received complaints alleging that the North Carolina Judicial Branch (Judicial Branch) failed to provide meaningful access for limited English proficient (LEP)¹ individuals, in violation of the prohibition against national origin discrimination under Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000d - 2000d-7, and its implementing regulations at 28 C.F.R. Part 42, Subpart C (together, Title VI).
- C. Title VI prohibits race, color, and national origin discrimination, including failing to take reasonable steps to ensure meaningful access for LEP persons, in any program or activity that receives federal financial assistance from DOJ and authorizes DOJ to investigate and resolve discrimination complaints. 42 U.S.C. § 2000d - 2000d-7; 28 C.F.R. §§ 42.104, 42.107.
- D. DOJ has jurisdiction to investigate and resolve the complaints because the Judicial Branch, including the NCAOC, is a recipient of federal financial assistance from DOJ.
- E. Following an investigation, DOJ issued its findings on March 8, 2012, concluding that the NCAOC was failing to provide meaningful access for LEP individuals to the state judicial system in violation of Title VI and contractual obligations attached to the receipt of federal financial assistance.²
- F. The NCAOC thereafter committed to expand language assistance services and took several substantial steps, in consultation with DOJ, to improve access for LEP individuals in certain court proceedings, programs, and services. The improvements included devising an implementation plan; successfully seeking a change in the statutory authority of the NCAOC Director; appointing a Language Access Stakeholder Committee (LASC) to provide feedback on improvements; committing to provide interpreters in all proceedings by December 31, 2014; issuing in April 2015 a compendium of mandatory language access policies and practices, the *Standards for Language Access Services in*

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 This letter is available at <https://go.usa.gov/xeTbr>.

34 *the North Carolina Court System (Standards)*;³ and appointing a language access
35 coordinator for each judicial district.

36 G. DOJ received a new complaint in 2016 alleging that the Judicial Branch was not
37 providing meaningful access to LEP parties in state district court proceedings. The
38 complainant alleged, among other things, that the Judicial Branch was not supplying
39 Spanish versions of guilty plea forms in court rooms, timely assigning interpreters to
40 avoid delay, providing interpreters for the criminal mediation program, or providing
41 adequately skilled interpreters or appropriate equipment to support telephone interpreting.

42 H. The NCAOC completed the phased expansion of its policy to provide qualified
43 interpreters in all proceedings involving parties or witnesses with LEP on July 1, 2017.

44 I. After the parties were unable to reach an agreement to resolve the remaining issues
45 identified in the March 2012 findings, DOJ resumed its investigation in 2017, and
46 informed the NCAOC of its concerns in meetings held in January 2018 and May 2019
47 and in a letter dated October 9, 2019. That letter cited dozens of incidents reported to or
48 observed by DOJ in which persons who are LEP were denied services or access to court
49 or faced substantial delays not encountered by English speakers. The letter noted that the
50 continued problems reflected failure of judges and staff to follow existing policies; the
51 need to further strengthen court policies; and weaknesses in managing interpreters,
52 translated resources, and monitoring.

53 J. As a result of the NCAOC's willingness to resolve this matter without litigation, the
54 Parties voluntarily agree to resolve the complaints, investigations, and findings by
55 entering this Agreement and complying with its terms.

56 K. This Agreement is not an admission of liability by the NCAOC regarding the allegations
57 in this Title VI investigation.

58 **II. GENERAL COMMITMENTS**

59 A. The Parties are committed to ensuring compliance with Title VI in all the operations of
60 the Judicial Branch.

61 B. The Parties agree that it is essential to remove remaining barriers that deny LEP
62 individuals meaningful access to the court system and that doing so serves the Judicial
63 Branch's interests in ensuring accurate communications in proceedings and operations,
64 protecting the integrity of evidence, delivering justice, and promoting public trust and
65 confidence in the judicial system.

66 C. The NCAOC agrees to provide a free, timely, and authorized court interpreter⁴ for all

³ The current revised version of the *Standards* is available at <https://go.usa.gov/xepv8>.

⁴ *Standards*, Section 2.4, defines "authorized court interpreter" as a "certified, conditionally qualified or minimally qualified court interpreter who is approved by the Office of Language Access Services (OLAS) to work as a staff court interpreter or an independent contract interpreter, and is listed on a court interpreter registry maintained by OLAS."

67 LEP parties in interest in all court proceedings⁵ and appropriate language assistance to
68 persons who are LEP in all court operations. The NCAOC shall not be required to
69 provide interpreters or other language assistance to facilitate out-of-court
70 communications between privately retained counsel and parties, witnesses, or other
71 individuals.

72 D. The DOJ will continue to provide technical assistance to the NCAOC as NCAOC
73 implements this Agreement.

74 E. The Parties intend to establish and maintain a collaborative relationship in order to carry
75 out the terms of this Agreement effectively.

76 **III. NCAOC ACTIONS**

77 A. NCAOC will complete the following actions within 12 months of the effective date of
78 this Agreement.

- 79 1. Reestablish and reconvene the Language Access Stakeholders Committee (LASC).
- 80
- 81 2. Share data and analysis required by *Standards* Section 21.1 and the annual reports
82 required by *Standards* Section 21.4 for the last two years.
- 83
- 84 3. Review and revise *Standards* Section 21.1 data collection procedures to ensure that
85 NCAOC gather and analyze telephone, in-person, and video remote interpreter data.
86
- 87 4. Make initial policy changes to the *Standards*, including revising the definitions of
88 “Court Operations” to include any program or service provided by, paid for or under
89 the control of the Court; “Court Proceedings” to include any alternative dispute
90 resolution proceeding provided by, paid for, or under the control of the Court; “Party
91 in Interest” to conform to *Standard* 5.3; and related policies.
- 92
- 93 5. Review and revise the interpreter assignment system and consider methods to reduce
94 reliance on requests from LEP parties and their lawyers.
- 95
- 96 6. Revise the current language access and court interpreter complaint processes to make
97 clear to all involved that retaliation against complainants is prohibited.
- 98
- 99 7. Compile and transmit an inventory of all written materials and web content that may
100 be of use to LEP parties that is not yet translated, and share a translation progress
101 report every six months.
- 102
- 103 8. Translate the interpreter request form and any website version into Spanish,
104 Vietnamese, and other languages as appropriate, distribute the translated paper
105 versions to all court clerks, and urge court clerks to display these translated forms

⁵ “Court proceedings” shall be defined as any proceedings before superior court judges, district court judges, clerks of court, or magistrates.

106 conspicuously in public-facing areas of all courthouses. NCAOC will post all
107 interpreter request forms on its websites.
108

- 109 9. Produce and distribute multilingual signs in all courthouses and on court websites that
110 conspicuously inform people of the availability of qualified court interpreters in
111 proceedings, the availability of appropriate language access services in court
112 operations, and how to obtain those language access services.
113
- 114 10. Require the Office of Language Access Services (OLAS) to develop a translation
115 protocol for print documents and electronic content.
116
- 117 11. Revise paper and electronic forms used to initiate proceedings to require filing parties
118 to include information on the interpreter needs of the parties and victims or witnesses.
119
- 120 12. Devise and launch an ongoing outreach program aimed at advocates, the bar, and
121 community-based organizations about the availability of free language services,
122 especially those that serve LEP communities.
123
- 124 13. Administer an online field survey to measure compliance with existing language
125 access policies and consider improvements based on the results of that survey.
126
- 127 14. Review the manner in which video proceedings are initiated and conducted with LEP
128 parties in interest.
129
- 130 15. Implement a plan to conduct a pilot project on video remote interpreting system(s) for
131 in-court proceedings and operations.
132
- 133 16. Provide a “refresher” language assistance services training for current judicial
134 officials and other court personnel across the state, which is offered twice per year,
135 and within six months for new court employees who interact with the public.
136
- 137 17. Send annual notices to judges and staff from senior court official(s) to increase
138 awareness of the Standards and Title VI requirements, and compliance with both.
139
- 140 18. Issue guidance that explains the responsibilities and skills of bilingual staff, how to
141 assess language skills when hiring bilingual staff, and how bilingual staff have a
142 different role and language skills than authorized court interpreters.
143
- 144 19. Program all case management systems, including Odyssey, to receive interpreter
145 needs data and report it to system users to support scheduling of interpreters.
146
- 147 20. Devise a process to conduct periodic language access audits around the state and
148 conduct an initial pilot audit of at least five judicial districts.
149
- 150 21. Gather and analyze interpreter usage data to identify areas for improvement.

- 151 B. NCAOC will complete the following actions within 24 months of the effective date of
152 this Agreement:
- 153 1. Publish amended initiating forms that provide notice of the availability of free,
154 authorized interpreters for proceedings and make any needed policy changes.
- 155 2. Begin implementing the plan to improve the interpreter assignment system.
- 156 3. Issue guidance to all courts that explains how and when to use remote interpreters for
157 proceedings with LEP parties.
158
- 159 C. Within 60 days of the effective date of this Agreement, the parties will agree on a
160 schedule by which the actions in Section III will be completed by NCAOC.

161 **IV. REPORTING**

- 162 A. The NCAOC will provide to DOJ drafts of any updates to the *Standards*, and any other
163 language access policies, plans, procedures, and training materials, including
164 amendments to existing documents, before they are issued or implemented. DOJ will
165 provide the NCAOC with technical assistance and feedback on all drafts received within
166 a reasonable amount of time. Upon request of either party, the other party will provide
167 additional supportive information regarding the draft or feedback and will meet to discuss
168 any concerns or questions.
- 169 B. The NCAOC will provide DOJ biannual status reports, with the initial report due within
170 six months and every six months thereafter, or as the parties may otherwise agree.
- 171 C. The NCAOC and DOJ will agree on the format and content of the report within two
172 months from the effective date of this MOA.
- 173 D. At least 90 days prior to the expected termination date of this Agreement, the NCAOC
174 will submit to DOJ a proposed final status report which includes a certification from the
175 Director that all requirements of this Agreement have been completed, in addition to the
176 information required in the biannual reports.

177 **V. GENERAL TERMS**

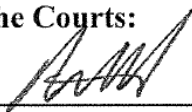
- 178 A. This Agreement will be applicable to, and binding upon, the parties to this Agreement,
179 their officers, agents, employees, assigns, and successors in office.
- 180 B. This Agreement resolves this DOJ Title VI investigation, DJ# 171-54M-8 and DJ# 171-
181 54-26, and is limited to the facts and issues presented in the complaints identified during
182 this investigation. This Agreement does not affect the NCAOC's continuing obligation
183 to comply with Title VI and all other federal laws and applicable regulations, or preclude
184 DOJ from taking appropriate action to evaluate the NCAOC's compliance with any laws
185 enforced by DOJ.

- 186 C. If at any time DOJ believes that the NCAOC or any of its components has failed to
187 comply in a timely manner with any obligation under this agreement, DOJ may issue the
188 NCAOC a notice of alleged non-compliance and will provide a reasonable opportunity of
189 no less than 45 days to respond. The parties will attempt to resolve any issue in good
190 faith, including but not limited to a cure or corrective period of no less than six months.
191 Should the parties not be able to resolve any issue, DOJ and the NCAOC may pursue any
192 action allowed by law or this agreement.
- 193 D. The provisions in this Agreement constitute the entire agreement.
- 194 E. If any provision in this Agreement is deemed invalid, all other provisions remain valid.
- 195 F. The signatories represent that they are authorized to bind the NCAOC.
- 196 G. This Agreement is a public document that will be available on a conspicuous location on
197 the public website of each party for the duration of the Agreement and upon a request by
198 any individual.

199 **VI. EFFECTIVE DATE AND TERMINATION**

- 200 A. The effective date of this Agreement is the date of the last signature below.
- 201 B. Except as otherwise set forth, all deadlines for action are based on the effective date.
- 202 C. This Agreement will terminate two years after the effective date, provided that the DOJ
203 will have 90 days to raise any concerns regarding the NCAOC's compliance with the
204 terms of this Agreement after the NCAOC has submitted the final report required by
205 paragraph IV.D. above, and no notice of non-compliance or language access complaint
206 remains unresolved.

**For the North Carolina Administrative
Office of the Courts:**



ANDREW T. HEATH
Director

North Carolina Administrative Office of the
Courts
901 Corporate Center Drive
Raleigh, NC 27607-5045

Dated: 10/21/22

For the United States of America:



CHRISTINE STONEMAN, Chief

ANNA MEDINA, Deputy Chief
MICHAEL MULÉ, Attorney

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Federal Coordination and Compliance Section
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Dated: 10/25/22