

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is made and entered into on the _____ day of November 2015, by and between Court Appointed Special Advocate, Inc. (hereinafter "CASA"), the Lexington-Fayette Urban County Government, an urban county government of the COMMONWEALTH OF KENTUCKY created pursuant to KRS Chapter 67A (hereinafter "Government"), 200 East Main Street, Lexington, KY 40507, on behalf of its Department of Social Services (hereinafter "Sponsor"), and Fayette County Family Courts (hereinafter "the Courts"), the Cabinet for Health and Family Services (hereinafter "CHFS"), and the Fayette County Attorney Office (hereinafter "the FCAO").

SECTION I: WORKING RELATIONSHIPS

- A. The CASA Board of Directors, nominated by the existing Board, appointed by the Mayor and confirmed by the Urban County Council of the Government in accordance with Section 2-382 of the Code of Ordinances and the Government will provide oversight of CASA.
- B. The Government will provide office space and office support for CASA.
- C. The CASA Director will be provided and compensated by the Government.. Evaluation of the CASA Director shall be a joint effort by the CASA Board and Sponsor. The Director and/or Program Managers will supervise the CASA volunteers and facilitate the interaction of the CASA volunteers with CHFS, the Courts, and the FCAO.
- D. The CASA volunteer will maintain a case record and seek guidance and assistance from the Director and/or Program Managers in performance of CASA duties.
- E. The Court and CHFS will remain accessible to the CASA Director, CASA staff, and CASA volunteers on an as-needed basis to facilitate the smooth and effective operations of CASA.
- F. The CASA Director and/or Program Managers may accompany the CASA volunteer during Court proceedings and CHFS family meetings, and will substitute for the volunteer if the volunteer is unable to attend these activities.
- G. CASA, CHFS and the Court will maintain open, constructive and effective communication regarding the CASA volunteer's performance.

SECTION II: TERM OF AGREEMENT

THIS MEMORANDUM SHALL go into effect on the date first above-written and shall remain in effect for a term of twelve months, to renew automatically at the end of each twelve-month period. Either Party may, at any time upon thirty (30) days notice to the other party, terminate or negotiate amendments in good faith. Any amendment to the Memorandum shall be in writing signed by both parties.

SECTION III: MISSION AND OPERATIONS OF CASA

THE PARTIES TO THIS MEMORANDUM acknowledge the following mission and operation of CASA:

THE MISSION OF CASA is to provide trained volunteer advocates to speak for children who through court action are deemed abused and/or neglected. A Judge of the Court appoints these volunteers. CASAs will investigate, work in cooperation with other agencies, and submit independent written and verbal reports to the Court with recommendations in the best interest of the child.

Achieving the goal of this program requires the development of good working relationships among the the Government, the Sponsor, the Courts, the Fayette County Family Court Judges, CHFS, the FCAO, and , and CASA.

SECTION IV: CASES TO BE REFERRED TO CASA

IT IS AGREED that the cases that are assigned to CASA are to be at the discretion of the presiding judge. The FCAO staff, CHFS staff , and CASA staff may recommend that a CASA volunteer be appointed to a case. It is further agreed that other involved parties in a particular case can make recommendations to the judge if they feel a CASA is needed. CASA should be appointed to a case as soon as possible by the Court following a filing of a dependency, neglect and/or abuse petition.

SECTION V: ROLE AND RESPONSIBILITY OF A CASA VOLUNTEER

- A. **ROLE:** A CASA volunteer is appointed as an Officer of the Court in Fayette County to provide the Court with independent and objective information regarding the status of children involved in dependency, abuse, and neglect cases. Primarily, other responsible persons include the Court, the Social Worker, the Guardian Ad Litem, the County Attorney and the Attorneys for parents/caretakers. Upon appointment, the CASA independently gathers and assesses information, develops recommendations and submits written and verbal reports, which will be considered by the Court to aid in its decisions and to protect the best interest of the child. The CASA volunteer continues to monitor the placement of and services provided for the child until permanency is achieved. CASA will also monitor parental compliance with court orders in order facilitate their ability to make recommendations in the best interest of a child.
- B. **RESPONSIBILITY:** The mandate of the CASA volunteer is to assist the Court in assuring that the best interest of the child is served in relation to his or her right to a safe and permanent living environment. The CASA

volunteer, in consultation with Program Staff, is responsible for reporting any information regarding the continuing well being/safety of the child. The CASA volunteer reports to and is directly supervised by the CASA Director and/or Program Managers. The CASA Director and/or Program Manager are responsible for the CASA volunteer's performance and are responsible for facilitating effective interactions among CASA, the Court, the County Attorney's Office, and CHFS.

SECTION VI: IMPLEMENTATION OF VOLUNTEER ACTIVITIES

- A. **TRAINING AND SUPERVISION:** CASA staff will be responsible for conducting initial and on-going in-service training for CASA volunteers and will certify those volunteers completing the training program. The CASA Director and/or Program Managers (under the supervision of the Director) will be responsible for all volunteer management duties, including recruitment, screening, training, assignment and supervision of CASA volunteers.
- B. **APPOINTMENT:** When CASA volunteers have been trained and certified as ready for service, the Court will conduct a swearing in ceremony, appointing the CASA volunteers as Officers of the Court. The CASA volunteers will be sworn in by the Judge and swear to an Oath of Confidentiality. This appointment will remain in effect until such time as the CASA volunteer's service is terminated.
- C. **ASSIGNMENT:** The Court will identify cases for which the assignment of a CASA volunteer is requested. Cases will be identified for referral at the earliest possible stage; at the conclusion of the initial hearing when temporary custody of a child is determined, or at such other time, as the Court deems appropriate. CASA and CHFS will be notified of cases identified for referral.

Contingent upon availability of a volunteer appropriate for the case, the CASA Director and/or Program Manager will assign a CASA volunteer and will notify the Court and CHFS of the assignment. The Court will issue an order confirming the assignment of the CASA volunteer. This order will include a reaffirmation of the confidentiality oath and will also include a specific order allowing the CASA volunteer full access to any and all information and material relevant to the child's case.

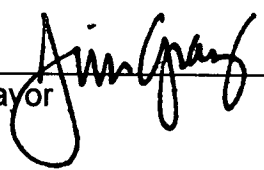
The time at which the CASA volunteer begins to actively perform service on the case will be determined on a case-by-case basis, by CASA in consultation with the Court. The CASA volunteer will continue in active service on the case until CASA management, in consultation with the Court, determines that the assignment should be ended and/or until permanency plans have been achieved.

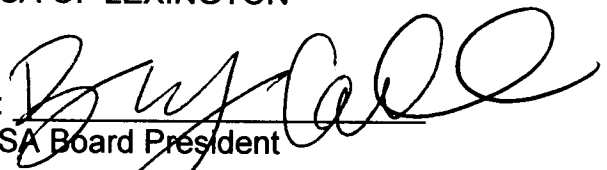
- D. INFORMATION GATHERING:** Once the CASA volunteer has been assigned, CASA staff will make available to the volunteer, a copy of the appointment order and the initial court documents which are provided by the Juvenile Court Clerks. CASA staff or the CASA volunteer will contact the social worker to schedule the initial case consultation to review the background of the case, to identify informational sources already contacted and to identify key issues. The social worker will advise the CASA volunteer of all scheduled case conferences/family team meetings, any CHFS requested court review dates, and any placement changes. Thereafter, the CASA volunteer will contact CHFS and the Court to review and to secure documentation from CHFS and the court files. Juvenile Court Clerks will inform CASA when a court review has been scheduled.
- E. REPORTING:** The CASA volunteer will provide the Court with both written and oral reports, as required.
- 1. Written Reports:** The CASA volunteer will prepare written reports under the supervision of the Director and/or Program Manager in a format and manner prescribed by the Court. Written reports are to be submitted to the Court in accordance with Court policy prior to any hearing, including dispositional hearings, review hearings, permanency planning hearings, or any other hearings subsequent to CASA appointment for which the Court requests a written report. If no hearings are scheduled, the CASA volunteer will submit a report to the Court once every six months to update the Court on the child. Copies of the written report are to be sent to the presiding Judge, the Social Worker, the Guardian Ad Litem, the County Attorney, and the Attorney(s) for the parents/caretakers. In addition to reports prepared for the court hearings, written reports may be submitted whenever it is determined by the CASA volunteer and the CASA Director that information discovered by the volunteer significantly impacts the welfare and safety of the child, and/or the continued implementation of the treatment plan. Family Court Support Workers ensure that judges receive reports forwarded by CASA. Written reports submitted by the volunteer are subject to cross-examination.
 - 2. Verbal reports:** The CASA volunteer may be requested to provide verbal reports during Court proceedings, at any hearing subsequent to appointment. The volunteer may be subpoenaed to testify by any of the parties and may be cross-examined during such testimony.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding at Lexington, Kentucky the day and year first above written.

LEXINGTON-FAYETTE URBAN
COUNTY GOVERNMENT

CASA OF LEXINGTON

BY: 
Jim Gray, Mayor

BY: 
CASA Board President

ATTEST:


BY: 
CASA Director


Deputy Clerk
Clerk of the Urban County Council

|

This Memorandum of Understanding has been reviewed and accepted by the management and governing bodies of the organization indicated below.

1. Fayette County Family Court Judges:



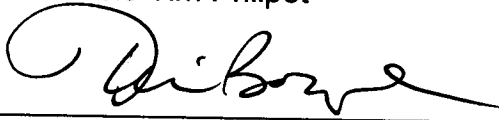
Honorable Kathy Stein



Honorable Lucinda Masterton



Honorable Tim Philpot



Honorable Traci Boyd

2.



Fayette County Attorney