

CASA of San Benito County

ADVOCATE SERVICE AGREEMENT

NAME: _____

DATE: _____

Overview:

CASA volunteers serve at the discretion of the court having jurisdiction over the proceedings in which the volunteer has been appointed. A CASA volunteer is an officer of the court and as such, is bound by CA Rules of Court 5.655.

As a CASA, I promise to make a commitment to CASA of San Benito County for at least 18 months. I promise to fully participate in all of the screening and training processes as outlined for me and to uphold the responsibilities with respect and adherence to the rules of the court and the mission of the CASA program.

Screening:

I understand that I must be fingerprinted for Department of Justice, FBI, Megan's Law, and CACI background checks; I understand that failure to disclose incidents which appear on my background check will negate my ability to serve as an advocate. I understand I am responsible for a processing fee of approximately \$64 unless other arrangements have been made.

_____ (initials)

I will submit a copy of my valid driver's license and provide authorization for participation in the Department of Motor Vehicles Pull Program allowing the program to receive regular driver record updates. I will submit a copy of my valid automobile liability insurance policy, all of which must be maintained during my commitment to CASA. Failure to maintain compliance with this will prohibit me from driving any appointed child.

_____ (initials)

Responsibilities of a CASA include:

1. Supporting the child throughout the court proceedings;
2. Explaining the court proceedings to the child;
3. Establishing a relationship with the child to better understand the child's needs and desires and visiting with the child minimally twice monthly;
4. Reviewing available records regarding the child's family history, school behavior, medical or mental health history, etc.;
5. Identifying and exploring potential resources that will facilitate permanency: early family reunification, family preservation, or family search and engagement;

6. Explaining the CASA volunteer's role, duties, and responsibilities to all parties associated with a case;
7. Communicating the child's needs to the court in written reports and recommendations;
8. Ensuring that the court-approved plans for the child are being implemented;
9. Investigating the interests of the child in judicial or administrative proceedings outside of juvenile court;
10. Communicating and coordinating efforts with the child's social worker, probation officer, attorney, therapist, etc.;
11. Completing a minimum of 12 hours of continuing education per year;
12. Other duties and responsibilities as determined by the presiding juvenile court judge or a designee.

In addition, as a sworn-in CASA, I promise:

- To NOT engage in activity that may jeopardize the integrity of the program
- To support the CASA Program and its mission
- To remain neutral; maintain an unbiased, independent position regarding the case
- To report any suspected abuse immediately
- To work an appointed case until a successful resolution is achieved, the case is dismissed or the court vacates the appointment
- To meet with the child on a regular basis, minimally twice a month
- To familiarize myself with all documents relevant to the case.
- To communicate with my advocate supervisor or program manager on a regular basis regarding the case activities, reports and other vital information
- To follow the direction of the staff
- To attend court hearings and meetings related to the case, whenever possible.
- To maintain complete, accurate case files and confidential files
- To record all contacts and findings on detailed logs
- Not to give medication to any child to whom I am appointed
- Not to give money, purchase lavish or expensive gifts for my appointed child and/or his or her family or caregiver
- Not to take my appointed child to my home or office
- Not to smoke, drink alcohol, or use any illegal substances in the presence of an appointed child (nor prior to spending time with the child)
- Not to take any action that would endanger the health and well-being of an appointed child

I understand that as an Officer of the Court

- I am bound by all rules of confidentiality.
- I will not violate court rules, orders or the law.
- I will conduct myself professionally at all times when performing the CASA role.
- I will not engage in activities that could result in a conflict of interest or expose the program to criminal or civil liability.

Confidentiality:

As a CASA Advocate I understand that all information concerning children and families in the juvenile court process is confidential. Volunteers shall not give case information to anyone other than the court parties, their attorneys, and CASA staff.

The child's case file shall be maintained in the CASA office by a custodian of records. No one shall have access to that file except upon approval of the CASA program director. **All documents in my possession while actively involved in the child's case MUST be returned to the CASA office upon case closure.** The volunteer's personnel file is confidential. No one shall have access to the personnel file except the volunteer, the CASA program director or his or her designee, or the presiding judge of the juvenile court. Local court rules should determine standards and procedures for access by other parties, including the process by which such documents can be subpoenaed.

_____ (initials)

General Information:

I understand that CASA of San Benito County serves children throughout San Benito County and, therefore, travel will be necessary. I understand all court hearings and most meetings are held during business hours and that I will be notified of these events in advance so I may arrange my schedule. I will provide 24 hours' notice to staff if I am unable to attend.

I understand that I am required by law to transport any appointed child under the age of 8, or under the height of 4'9" in a safe and appropriate car seat placed in the back seat of the car. Children under 8 should also ride in the back seat of the car when there is one.

I understand that completion of training and screening does not automatically guarantee my placement in the program. The final placement as an advocate is at the discretion of the Program Manager in consultation with the supervising advocate trainer or coordinator. Any volunteer not accepted into the program will be given adequate notification and appropriate referrals for alternative volunteer opportunities.

I also understand that if for any reason it becomes apparent that my activities are contrary to the mission or philosophy of the CASA program and its desires to provide quality services, my services as a CASA Advocate can be terminated, at the discretion of the Program Manager with notification to the Judge of San Benito County Superior court hearing the dependency calendar and all parties to the case.

SIGNATURE

DATE

CASA Staff/Program Manager

DATE