



# 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 Monterey County for at least 18 months, or until a successful resolution is achieved, the case is dismissed, or the court vacates the appointment. 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 the Department of Justice, FBI, and CACI background checks; I understand that failure to disclose incidents that appear on my background check will negate my ability to serve as an advocate. I understand I am responsible for paying the live scan processing fee which will range from \$55 - \$65. The background check also includes a search of the National Sex Offender Registry and address verification of the last seven years. I will provide a copy of my social security card and I understand that a Social Security Verification screening will also be conducted. I understand that I must notify my Advocate Supervisor within 48 hours of being arrested for any violation; failure to do so will result in immediate termination of my role as an advocate.

\_\_\_\_\_ (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 declaration of liability insurance policy, all of which must be maintained during my commitment to CASA. I will notify my Advocate Supervisor within 48 hours of being ticketed for a major driving violation. Major traffic violations are any serious infractions that pose significant risks to the safety of the driver, passenger, or any other road user. 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 support the family reunification process, and permanency for the child
- 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 regularly, minimally twice a month
- To familiarize myself with all documents relevant to the case
- To communicate with my advocate supervisor regularly 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
- 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 or introduce the child to my friends or family
- Not to smoke, drink alcohol, or use any illegal substances in the presence of an appointed child (nor before 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 while assigned to a case and after my appointment is vacated
- 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 to the case, their attorneys, and CASA staff.

The child's case file shall be maintained in the CASA database. No one shall have access to the information 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, their 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 Monterey County serves children throughout Monterey 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 can arrange my schedule. I will provide 48 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 in a safe and appropriate car seat placed in the back seat of the car. Children who are 8 years of age or have reached 4' 9" in height or weigh more than 80 pounds, must be secured by a safety belt in the back seat. Passengers who are 16 years of age and over are subject to California's Mandatory Seat Belt law.

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 Executive Director in consultation with the Program Director. 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 desire to provide quality services, my services as a CASA Advocate can be terminated, at the discretion of the Executive Director with notification to the Judge of Monterey County Superior court hearing the dependency calendar and all parties to the case.

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SIGNATURE

DATE

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CASA Management Staff

DATE

I acknowledge that the above electronic signature shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.