

**Memorandum of Understanding
CASA Kane County &
16th Judicial Circuit Court
May 2019**

This Memorandum of Understanding (MOU) outlines the working relationship between the Sixteenth Judicial Circuit Court and CASA Kane County. Parties voluntarily choose to participate in this cooperative relationship and agree to make every effort to create and sustain a positive and successful collaboration that serves the best interest of children.

1. Appointment of CASA

CASA Kane County shall be appointed immediately upon filing of a petition alleging that the minor is a person as described under Article II Abused, Neglected or Dependent Minors of the Juvenile Court Act of 1987 ("JCA"); and 755 ILCS 5/11-1, *et seq.* of the Probate Act of 1975 ("Probate Act"); and proceedings filed under other provisions of the JCA, specifically, Article III Minors Requiring Authoritative Intervention 705 ILCS 405/3-19, Article IV Addicted Minors 705 ILCS 405/4-16, and Article V Delinquent Minors 705 ILCS 405/5-610 as outlined in General Order 14-31 (General Order).

2. Assignment of CASA GAL Volunteers

- A. Before undertaking assignment in any case as a volunteer or employee of CASA Kane County, each employee, and/or volunteer acting as CASA GAL, shall by oath or affirmation agree to faithfully perform their duties set forth in the General Order and as required by law.
- B. Such Oath or affirmation shall be administered by the Judge presiding of the Juvenile Division or the Chief Judge of the Sixteenth Judicial Circuit, or such other judge as assigned.
- C. Upon receipt of a written court appointment order entered by a Court appointing CASA Kane County, CASA Kane County shall assign one or more of its sworn and trained volunteers as the CASA GAL appointed to the particular proceedings.
- D. The appointed CASA GAL shall have all the usual powers, duties, rights and privileges and standing as a Guardian Ad Litem provided under law in addition to the powers and duties stated in the General Order.
- E. The CASA GAL so appointed shall comply with those duties set forth in the General Order and as required by law.
- F. CASA Kane County within the limits of its resources, capacities, and mission will review each case to determine if there are any areas of conflict and assign a volunteer.
- G. CASA Kane County shall notify all parties of the case, including foster parents, in writing of the assignment of a CASA GAL name and contact information.

3. Roles and Responsibilities

The role of the GAL will be filled by a trained and sworn CASA volunteer under the professional supervision and consultation of an Advocate Supervisor.

- A. **Under these terms of agreement, in accordance with the General Order, CASA's duties include but are not limited to:**

1. interviews of the child(ren);
2. interviews of family members, foster family members, and any persons living in the residence or proposed residence of the child(ren);
3. interviews of other persons with relevant information about the child(ren), the child(ren)'s well-being, and the placement of the child(ren), such as teachers, social workers, friends, counselors, therapists, treating medical personnel, and employers;
4. investigation of available placement alternatives for the child(ren), including, but not limited to, relatives, foster placement and group homes;
5. investigation of the involved parties in guardianship proceedings under the Probate Act, including review of available and relevant criminal history of any involved party acting as, or being considered for appointment as, the guardian of the child(ren), and report on eligibility as referenced within 755 ILCS 5/11-3(a)(5);
6. preparation of a written report to be submitted as directed to the Court no less than two (2) days prior to the scheduled hearing, which report shall set forth:
 - i. facts and findings as to 1-5 above; and
 - ii. recommendations as to disposition and the best interests of the child(ren), except in those proceedings under the JCA Article V Delinquent Minors where recommendations shall be limited to 705 ILCS 405/5-101 (l)(c); and except where otherwise ordered by the Court;
7. appearance in Court at the scheduled hearings as CASA deems necessary and appropriate
8. continued contact with the child(ren), family members, and/or others as ordered by the Court to monitor progress;
9. submission of supplemental written reports to the Court concerning changes in circumstances, and where appropriate, recommendations for modifications in disposition or compliance with the orders of the Court.

B. Under these terms of agreement, in accordance with the General Order, CASA GAL shall have the right, privilege and standing to:

1. receive copies of all notices, pleadings and other documents filed in the case;
2. receive actual notice of any Court proceedings sought or scheduled, including emergency relief;
3. Attend and participate as permitted by the Court in any court proceeding, except the CASA GAL, although retaining the right to be present, shall be prohibited from actively participating in evidentiary hearings which are pre- adjudicatory and/or adjudicatory on any delinquency petition conducted pursuant to the JCA Article V Delinquent Minors;
4. review and receive copies of all records and reports relevant to the proceedings, including but not limited to:
 - a. the court file where appointed;
 - b. law enforcement records pertaining to the circumstances of the proceedings;
 - c. medical records of the child(ren);
 - d. counseling records of the child(ren);
 - e. education records of the child(ren);

- f. reports of Court Services and/or its contracted agencies relating to the child;
 - g. reports of Court Services relating to the relevant criminal history of any involved party acting as, or being considered for appointment as, the guardian of the child(ren) under the Probate Act;
 - h. reports and records of D.C.F.S. and/or its contracted agencies relating to the child(ren);
 - i. reports and/or records of Court Services and D.C.F.S. and/or their contracted agencies pertaining to the parents or guardians or foster parents of the child(ren), unless specifically exempt from disclosure under the AIDS Confidentiality Act (410 ILCS 305), the Mental Health and Developmental Disabilities Confidentiality Act (740 ILCS 110), the Alcoholism and Other Drug Abuse and Dependency Act (20 ILCS 301/30-5), the Child Sexual Abuse Prevention Act (325 ILCS 15/5), and/or other statutes and/or regulations;
5. where other parties or counsel are so permitted, attend D.C.F.S. or Court Services or other public or private agency meetings or conferences pertaining to the child(ren) and/or the parents or guardians or foster parents of the child(ren), except for those meetings or conferences subject to the attorney-client or other privilege or when otherwise not allowed by rule, regulation, or statute.

4. Under these terms of agreement, in accordance with the General Order, the Court will:

- A. Appoint CASA Kane County to all petitions filed described under Article II Abused, Neglected or Dependent Minors of the Juvenile Court Act of 1987 ("JCA"); and 755 ILCS 5/11-1, *et seq.* of the Probate Act of 1975 ("Probate Act"); and proceedings filed under other provisions of the JCA, specifically, Article III Minors Requiring Authoritative Intervention 705 ILCS 405/3-19, Article IV Addicted Minors 705 ILCS 405/4-16, and Article V Delinquent Minors 705 ILCS 405/5-610.
- B. CASA reports filed in minor guardianship proceedings brought under 755 ILCS 5/11-1, *et seq.* of the Probate Act, shall be impounded by the Circuit Clerk in accordance with the procedures provided by the Illinois Supreme Court's General Administrative Order on Record keeping. Such reports shall be opened for examination only upon written order of court, which order shall name the person or persons who are to be permitted to examine the report.
- C. Swear in newly trained CASA Volunteers and Staff to serve as Guardian Ad Litem.
- D. Formalize the appointment of CASA with a written court order.
- E. Encourage and facilitate the cooperation of court staff, officers of the court, DCFS, with CASA staff and volunteers.
- F. Unless otherwise specifically ordered, appointment of CASA Kane County and the CASA GAL shall be considered terminated and all obligations discharged upon the entry of a final order either establishing permanency for the child or dismissing the case.

We, the undersigned, have read and agree to the terms of the current MOU and will review the agreement at least every two years or earlier if General Order 14-31 is amended.



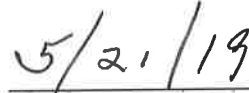
Executive Director
CASA Kane County



Date



Presiding Chief Judge
16th Judicial Circuit Court



Date