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## CASA POLICIES AND PROCEDURES

Voices for Children, CASA of Boulder County (VFC) builds a healthier community by delivering services, support, and advocacy to children who have experienced trauma. As a Court Appointed Special Advocate, or CASA, you will provide meaningful advocacy and support to children in Dependency and Neglect cases and provide Boulder County’s 20th Judicial District Court with recommendations about what is in the best interest of each child. CASAs are required to adhere to the following policies and procedures to ensure their safety and the safety of the child(ren) they serve. Please review the following and sign where prompted.

### Organizational Values

Voices for Children believes that all children are entitled to live in a safe and healthy environment. The role of the CASA requires professionalism, consistency, ethical communication, consistent visits with child(ren), regular communication with VFC staff, and submission of timely and accurate reports. Voices for Children provides initial and continuing training, supervision, and support to all volunteers.

Voices for Children shall not restrict its services, employment, membership of the Board of Directors, or volunteer recruitment based on any legally protected classification such as age, race, color, nationality, creed, religion, disability, sex, gender or gender identity, sexual orientation, or any other protected category at the federal, state, and local level. All CASAs and staff will honor the dignity of children, families, and professionals by engaging them with respect, consideration, and equal treatment.

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## CASA Volunteer Onboarding and Training Requirements

- Applicants must be at least 21 years of age.
- A CASA submits an Optima Application, including three personal and/or professional references for review.
- A CASA submits to a criminal background investigation and must be fingerprinted by an approved fingerprinting agency. The background information will encompass Colorado and nationwide criminal records, motor vehicle history, child abuse registry, social security number verification, and sex offender registration. VFC runs background checks annually.
- A CASA submits their current driver’s license and auto insurance for clearance in order to provide transportation on their cases. A CASA must re-submit these items every 6 months, or upon renewal; whichever comes first. Expired documentation will not be accepted.
- A CASA will complete an interview with an Advocate Supervisor to discuss personal and professional background, qualifications, interest in the program, and requirements of the role.
- Ideal volunteers are calm, organized, collaborative, compassionate, emotionally mature, and non-judgmental.
- If accepted into the training program, volunteers attend 30 hours of training in child abuse and neglect, crisis intervention, grief and loss, legal procedures, child welfare, and resource information. CASA trainees must attend all sessions of the mandatory CASA training, unless pre-approved by the Deputy Program Director to complete makeup sessions. CASAs must successfully complete all online training modules if participating in an online training course, unless otherwise cleared by program staff.
- Following completion of the training series, all the above information will be reviewed by the CASA Program Team to confirm suitability. Suitability refers to a comprehensive analysis of the CASA interview, identifiable character traits, background clearances per federal, state, and tribal laws, and evaluated performance in the required CASA pre-service training program. These factors are reviewed to decide whether an individual is likely or not likely to be able to carry out the duties and responsibilities of a CASA as outlined in C.R.S. 19-1-208 and VFC’s Policies & Procedures with appropriate professionalism, integrity, and effectiveness.
- Given the CASA volunteer applicant is fully approved, the CASA will be required to be sworn in by a Judicial Officer from the Boulder County 20<sup>th</sup> Judicial District Court and will then be listed as available for case appointment. CASA volunteers commit to case acceptance within six (6) months of being sworn in. Exceptions to this may only be made after review by the Deputy Program Director.
- A minimum of 12 hours of Continuing Education Units (CEUs) are required annually after the CASA has been in service for one year. All CASAs, regardless of their participation in a case, must complete their hours to enhance their advocacy and stay apprised of developments in the field. Failure to complete the required credits will result in non-compliant status and prohibits the CASA from being appointed to a case.
- A CASA may become active again after being on leave or inactive status. Volunteers who are inactive for over a year must meet with the program staff and complete any training or other activities to reactivate their status, which may include repeating the full pre-service training.
- Full re-training will be required if a CASA is inactive for three or more consecutive years, or if transferring from another jurisdiction if more than three years elapsed since their original training.

## Standards of CASA Performance

- A CASA commits to serve at least one child for the duration of a case, approximately 18 months (about one and a half years), and to spend at least 10 hours per month on advocacy in the child's best interest. Should a CASA need to be removed from the case earlier than expected, the CASA will notify and coordinate dismissal with their Advocate Supervisor. A CASA will not suddenly terminate without notice to the case team and assigned child.
- A CASA receives a copy of a Court Order that formally appoints them to the child(ren) and serves as their Release of Information with systems partners. CASAs must carry a copy of this order in hard copy or electronically on their phone/device when carrying out all case duties.
- A CASA is a mandated reporter, and immediately reports any new suspicion or evidence of abuse or neglect to the Colorado Child Protection Hotline (1-844-264-5437). If the CASA is with the child and an emergency occurs, the order of response is:
  1. Call 911 (if the child is in immediate danger, remove them from the danger and call from a safe place, such as your vehicle)
  2. Contact the Colorado Child Protection Hotline (see above)
  3. Contact Advocate Supervisor or Deputy Program Director
- A CASA identifies and advocates for the best interests of the child(ren) they are appointed to serve. A CASA collaborates and coordinates with legal, child welfare, and other partners to ensure service provision that is in the child(ren)'s best interests. A CASA makes recommendations for services for their appointed child(ren) and the child(ren)'s family.
- A CASA advocates for their appointed child(ren)'s best interests by interfacing with mental health, educational, and other relevant professionals, subject to confidentiality limitations. A CASA obtains first-hand a clear understanding of the needs and situation of their appointed child(ren) by conducting an ongoing review of all relevant documents and records and interviewing the child, parents, social workers, teachers, and other relevant persons to gather information about the child's situation.
- A CASA visits their assigned child at least twice per month. When necessary, virtual visits are acceptable. CASAs who are unable to see their appointed child at least twice per month are required to meet with their Advocate Supervisor to discuss alternative advocacy options. Failure to meet with the child and/or document such meetings after three reminders have been issued may result in dismissal from the case.
- CASAs must use Optima for electronic communication with their Advocate Supervisor and to document all case activities. Contact logs are to be entered within 72 hours (about 3 days) of the contact or activity. This includes virtual or in-person visits, meetings with case professionals, emails, phone calls/texts related to the case, and court hearings.
- A CASA submits court reports every 60-90 days, two weeks prior to Permanency Hearings. CASA court reports should make recommendations concerning the permanency plan ordered for their appointed child(ren). Court report recommendations concerning the case should be discussed with the Advocate Supervisor and the case team prior to inclusion in the report. Advocate Supervisors review and edit the reports as appropriate, and file with all parties to the case, including the Judge or Magistrate. These reports are not confidential and will be made a part of the court file.
- A CASA monitors implementation of ordered services for their appointed child(ren) and informs the court about the timeliness with which court-ordered services are implemented.
- A CASA must inform case professionals with which promptly of important developments in the case through appropriate communication channels.

- CASA volunteers may not be alone in the home or placement facility of the child, including VFC's office, with their appointed child. Should a CASA like to use one of Voices for Children's visit rooms and/or kitchen for a visit with their appointed child, the volunteer must seek prior approval and schedule with their Advocate Supervisor for visit occurring Monday-Friday between the hours of 8am and 5pm. Weekend or after-hour visits must be approved by the Deputy Program Director at least seven business days in advance.
- CASAs cannot provide child-care or respite foster care. CASAs are not permitted to make placement arrangements for their appointed child(ren).
- CASAs are prohibited from having overnight visits.
- Visits over three (3) hours are not allowed without pre-approval from a staff supervisor. Excessive contact with the child is prohibited.
- CASAs cannot take children to their own homes or to the home of their friends/relatives.
- CASAs should avoid individual social media consumption during visits.
- CASAs assume responsibility of covering the cost of activities, visits, and outings with their appointed child. Voices for Children strongly encourages CASAs to limit expenditures to \$25 per visit, and money spent on the child should be limited to food or activities. Voices for Children can provide financial assistance for funding, passes, gift cards, or supplies for CASA volunteers with prior approval from their Advocate Supervisor.
- During your appointment on a case, you may access gift cards provided by VFC in order to purchase needed goods or items on behalf of the child you are appointed to. Gift cards may not be given to volunteers for work they have performed for the organization, and are not considered financial compensation for any volunteer service. VFC tracks all gift cards given to volunteers, including CASA name, date, type/amount of gift card, and reason for gift card.
- A CASA attends all court hearings and professional staffing's to which they receive an invite, if their schedule permits. CASAs who cannot attend a hearing should notify their Advocate Supervisor.
- A CASA completes case check-ins at least once per month with their Advocate Supervisor. *Failure to update the assigned supervisor for 30 days or more may result in dismissal from the case.*
- A CASA completes a Wellbeing Assessments after case appointment, quarterly for the duration of the case, and after case closure. Wellbeing Assessments are sent by Colorado CASA.

## Confidentiality Policy

By virtue of your role as a CASA with Voices for Children (VFC), you will have access to certain confidential information in the normal course of performing your job responsibilities. CASA volunteers will respect the right to privacy of all individuals, and will keep information about CASA cases strictly confidential:

- All case-related information gathered by the CASA, including but not limited to the nature of the case, the child and family name, placement information, and school placement, is confidential by law and cannot be shared with anyone outside the case.
- The CASA will not share information pertaining to their case with any person in their family, including their spouse/partner. Case details may be discussed only with Voices for Children staff or the other professionals on the case team.
- All case discussion during CASA training panels or statewide panel presentations will be appropriately vague so that all identifying information is protected.

- The Boulder County 20<sup>th</sup> Judicial District Court prohibits CASAs from recording a court proceeding or any other meeting relating to the child’s case.
- The CASA is entitled to review any case documentation provided by VFC and the case team. Should the CASA need to download any confidential documents to their computer or print any hard copies, they are responsible for the destruction of electronic or physical copies after review.
- All confidential electronic and hard copy records are securely maintained by VFC and readily accessible. VFC maintains the records pertaining to closed cases for seven years.
- The CASA will not use their status in a court-appointed position to garner any information for private or business-related uses.
- CASAs may not share information about biological families with foster parents. This includes information about biological parents’ health, location, and progress towards a treatment plan. Questions about the child’s family should be redirected to the caseworker and any other support personnel at BCDHHS working directly with the foster care providers.
- CASAs must never disclose to biological family members the location of a placement or the names of the placement care providers.
- CASAs may take photos of their appointed children when it is used in the best interest of the child. Appropriate instances when a CASA may procure a photo of the child(ren) include:
  1. Taking photos of the child or youth to include in court reports for Permanency Hearings
  2. Taking photos to assist the child(ren) in maintaining relationships with siblings or other family members during placement transitions
  3. Taking photos to document any injury to the child(ren) that occurs during a CASA visit under your supervision
- CASAs must obtain prior approval from their Advocate Supervisor in order to take any photos of the child(ren). The CASA will not share photos of their appointed children on social media under any circumstance. Sharing photos electronically with case professionals or other parties (e.g., via email or text message) should be done only with prior approval from their Advocate Supervisor. *Photos taken with cell phones have geo-tagging that can endanger a child by giving away their whereabouts. All photos of children should be deleted or destroyed immediately after the CASA has utilized the photo for the approved purpose.*

*Violation of this policy will be grounds for termination of a court appointment and/or ongoing service with VFC. Accordingly, please read and sign the following confidentiality statement:*

I agree that I will maintain confidentiality of all information to which I am exposed while serving at VFC. I will not violate the confidential relationships between the CASA program, its volunteers, its clients, related agencies, courts and all involved parties.

I will not use confidential information obtained through my work with VFC for personal benefit. Upon case closure and/or conclusion of my service at VFC, I will return all information that has been gathered, together with any printed materials or notations, relevant to any and all cases.

**CASA Signature** \_\_\_\_\_

**Date Signed** \_\_\_\_\_

## Conflict of Interest Policy

- A CASA Volunteer should not be related or have a relationship with any parties to the case, or be employed in a position or with an agency that may result in a conflict of interest. You must notify your Advocate Supervisor of any potential relations that might be in violation of this guideline.
- To prevent potential conflicts of interest, no person may train or serve as a Boulder County foster parent or respite care provider while serving as a CASA.
- Any CASA who wishes to be considered as the adoptive or foster parent of their appointed child must notify Voices for Children immediately. In such circumstances, the CASA will be removed from their case.

*Violation of this policy will be grounds for termination of a court appointment and/or ongoing service with VFC. Accordingly, please read and sign the following agreement:*

I agree to adhere to the Conflicts of Interest Policy and will notify my Advocate Supervisor of any potential or real conflicts of interests during my service with VFC.

**CASA Signature** \_\_\_\_\_ **Date Signed** \_\_\_\_\_

## Social Media Guidelines and Policy

- CASAs are not to communicate with their assigned child/family via social media unless it is deemed absolutely necessary. In such circumstances, the CASA must first consult their Advocate Supervisor, the ongoing caseworker, and the GAL about how to use a specific platform to communicate safely and securely.
- CASAs should not link to personal pages or send friend requests to children or family members on their CASA case.
- CASAs may not discuss any identifiable details of the child/family they serve on social media or with their friends and family, including name, schools attended, or personal information.
- CASAs should not comment about the courts, attorneys, foster parents, child protective services, or others you encounter in your volunteer role on social media.
- CASAs must never include offensive, sexual, or inappropriate language or photos in any interaction with a child, parent, or professional in any forum, including social media.

*Violation of this policy will be grounds for termination of a court appointment and/or ongoing service with VFC. Accordingly, please read and sign the following agreement with regards to the use of social media:*

I agree to adhere to the above Social Media Policy and will notify my Advocate Supervisor of any concerns related to social media use immediately.

**CASA Signature** \_\_\_\_\_ **Date Signed** \_\_\_\_\_

## Transportation Policy

Transportation by CASA volunteers, in personal vehicles of children during the course of performing their duties and responsibilities as a CASA volunteer, is NOT mandatory. However, should you choose to transport CASA children, it is extremely important to consider their safety as well as your own safety and liability. The following guidelines must be adhered to when transporting CASA children or their family members:

- Only volunteers with a valid driver's license and current vehicle insurance are permitted to transport CASA children. The volunteer must submit a copy of their valid driver's license as well as proof of current insurance and vehicle registration to Voices for Children to have on file.
- Every CASA volunteer must submit a Colorado Department of Human Services Child Abuse and Neglect Background Check application (also referred to as a TRAILS request) and a signed Volunteer Consent Authorization form to Voices for Children.
- CASA volunteers transporting a CASA child must complete, sign, and submit the Permission to Release Driving Records form.
- The CASA volunteer transporting a CASA child shall not exceed the posted speed limit.
- CASA volunteers who have received three (3) or more moving violations in the last six (6) months or who have been involved in three (3) or more vehicular accidents in the last twelve (12) months may not be permitted to transport a CASA child(ren).
- Volunteers who have been convicted of Driving While Intoxicated (DWI) or Under the Influence (DUI) within the last ten (10) years may not be permitted to transport a CASA child(ren).
- CASA volunteers are responsible for the passengers in their vehicles. The driver should not begin to transport any person(s) until such person(s) have complied with the safety guidelines detailed below for passengers including using a child's car seat when appropriate:
  1. All adult passengers must wear seatbelts.
  2. All children between the age of five (5) and eighteen (18) must wear their own seatbelts and may not travel in an adult's lap.
  3. All children ranging in age from birth to three (3) years old must be securely fastened into a rear-facing child safety car seat in the back seat. Be sure that the child is securely fastened, and the seat is securely fastened in the vehicle.
  4. Children ranging in age from three (3) to four (4) years old must ride in a front-facing child safety car seat in the back seat. Be sure that the child is securely fastened, and the seat is securely fastened in the vehicle.
  5. Children ranging in age from four (4) to eight (8) years old must ride in a booster seat in the back seat. Unless the child's weight exceeds 40 lbs., then they do not have to have a booster seat, just the car seat belt. Be sure that the child is securely fastened, and the seat is securely fastened in the vehicle.
  6. Children ranging in age from eight (8) to eighteen (18) years old must ride with a securely fastened seat belt. It is each volunteer's responsibility to safely transport CASA children (and possibly their family members).
  7. If you have more than one (1) child that requires a child safety seat, do not transport the additional child or children unless you can borrow or provide a child safety seat for each additional child. Please notify your Advocate Supervisor for assistance with child safety car seats.
- CASAs will not transport children off-campus of any residential facility without permission from the facility staff and the child's legal guardian.



- CASAs will not transport children overnight or out of the Denver metropolitan area. Any exception to this policy must be cleared with a staff supervisor and the legal custodian / guardian.
- In accordance with Standard 6 and 8 from National CASA Standards for Local CASA/GAL Programs, CASA volunteers who choose to transport the child or youth they are appointed to are required to obtain permission from the child’s legal guardian or custodial agency.
  1. Through its contract with Voices for Children, Boulder County Department of Housing and Human Services (BCDHHS) gives permission for CASAs who are appointed to youth in BCDHHS custody, and who have successfully passed VFC’s background check and carry appropriate levels of insurance, to transport youth.
  2. To transport any child or youth who is not under the legal custody of BCDHHS, the CASA volunteer must obtain written permission from the child’s legal guardian and the CASA Program Deputy Director, via the CASA Volunteer Transportation Permission form.
- All CASA volunteers must have their valid driver’s license, current proof of insurance and current registration for their vehicle, a signed CASA Volunteer Transportation Permission form (if applicable), and a copy of their CASA Order of Appointment in the car while transporting a CASA child(ren).

*Any breach of this policy may result in the immediate termination of the CASA volunteer transporting a CASA child(ren). Accordingly, please read and sign the following transportation policy statement:*

I understand that transporting a CASA child or youth is not required in my role as a CASA volunteer and in doing so, I assume responsibility for the safety and liability of myself and my appointed child(ren). I agree to adhere to all applicable traffic laws and safety regulations as listed above when transporting CASA child(ren).

I agree to provide Voices for Children with all updated documents required to transport CASA youth, including a valid driver’s license and auto insurance. Should my driver’s license or auto insurance be updated, altered, or suspended, I will notify VFC immediately.

**CASA Signature** \_\_\_\_\_ **Date Signed** \_\_\_\_\_

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## Boundaries as a CASA

- A CASA will not be assigned to a case in which they are related to or familiar with any parties involved in the case, or employed in a position and/or agency that might result in a conflict of interest.
- Physical contact should take place in public or in the presence of others. Always consider visibility when visiting with your appointed child.
- A CASA will not re-interview children about the specifics of abuse and/or neglect that brought the case into the system. If a child wishes to talk about their circumstances with their CASA, listen for any new information and do not press the child to share beyond what they have trusted to their CASA.
- A CASA will not give legal advice or therapeutic counseling when serving on a case. CASA volunteers may help the child(ren) with homework or other educational needs; however, are prohibited from providing professional tutoring services which may present a conflict of interest.
- A CASA cannot conduct private communication with the Judge or Magistrate assigned to the case.

This is considered *ex-parte* communication and is illegal.

- A CASA cannot take possession of personal effects belonging to the child in their case or any other case served by VFC, except with prior approval and review by their Advocate Supervisor and or the CASA Program Deputy Director. Appropriate times when a volunteer may take possession of a child's belongings include:
  1. Assisting the case team with placement transitions (e.g., transporting child belongings from one placement to another)
- CASA volunteers may never take possession of a parent or other party's belongings under any circumstance. Voices for Children's liability protection does not extend to personal property of others.
- A CASA will not perform duties under the influence of any drugs or alcohol, nor will a CASA consume drugs or alcohol while visiting with a child. *Violation of this policy will result in immediate termination from the case and from Voices for Children.*
- When a child is old enough to communicate, always ask before hugging or picking up a child. Celebratory gestures such as high-fives, fist bumps, pats on the back, shoulder, or head may be appropriate, but be mindful of past trauma and let the child initiate.
- A CASA may need to assist infants and younger children with diapering and/or toileting during visits. Should this need arise, volunteers will adhere to appropriate hygiene and safety standards. Volunteers will prioritize the safety, privacy, and dignity of the children under their care at all times, and will notify their Advocate Supervisor of any concerns or questions related to diapering/toileting.
- A CASA will not engage in intimate relationships with parties to a case or anyone directly related to case parties. Violation of this policy presents a conflict of interest that cannot be mitigated and will result in termination.
- CASAs should not use crass or sexual language, videos, photos, or comments of a sexual or inappropriate nature when working with children. *Inappropriate sexual contact is forbidden and will result in immediate termination of the CASA volunteer from the agency and notification to local authorities.*

## CASA Safety and Liability

- Voices for Children cares deeply about the safety of every volunteer who serves our organization. Our staff carefully screens incoming cases and will not assign a case to a volunteer that would present an outstanding safety concern that cannot be mitigated, to our best knowledge. We encourage CASAs to share any questions about safety, privacy, liability or any other concerns at any time.
- CASAs should be aware that they may encounter caregivers struggling through various crises, and that some interactions may be unpleasant.
- Because CASA volunteers advocate for children of all ages, they may be exposed to bodily fluids due to accidental illness or injury. Should you be exposed during the course of your CASA duties, notify your Advocate Supervisor immediately, who can help you determine appropriate precautions and next steps.
- If a CASA feels unsafe at any time, they should call 911, remove themselves and any child(ren) from danger, and then call program staff for assistance.
- The CASA, in accepting a position as a volunteer Court Appointed Special Advocate within Voices

for Children, may be liable for actions that he/she performs.

- In accordance with federal law on concealed carry, a CASA may not carry a firearm on the property of any school, courthouse, airport, or other location protected electronic security screening, or anywhere concealed carry is prohibited by law. Voices for Children strongly recommends that CASAs licensed to carry a concealed weapon refrain from carrying their weapon when in the presence of their CASA child(ren).
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## Conflict Resolution

- Working in child welfare requires a high level of professionalism in an emotionally charged environment. It is natural for disagreements and conflicts to arise. Should you have a conflict with an external systems partner, notify your Advocate Supervisor immediately of the concern. Do not take unilateral action verbally or in writing without first discussing it with your supervisor.
- Advocate Supervisors will work together with their CASA to strategize a resolution, and expect the CASA to implement the agreed upon strategy as a representative member of the agency accordingly. Advocate Supervisors will act as mediators between CASAs and community partners if necessary to reach a solution.
- Should a CASA have a grievance with their assigned Advocate Supervisor, the CASA may contact the Deputy Program Director. Should the conflict continue, the CASA may contact the Chief Executive Officer.
- Should a CASA have a grievance with another CASA they are working on the same case with, please contact your Advocate Supervisor.

## Cause for Dismissal

Corrective action may be taken if a volunteer's performance is unsatisfactory at the discretion of the Program Deputy Director, or if the volunteer violates any of the above policies and procedures. This may include additional supervision, reassignment, retraining, referral to another volunteer position, or separation from the program. Grounds for separation include but are not limited to:

- Failure to inform Voices for Children immediately if any crime against a child or gross misconduct occurs during CASA tenure
- Breach of confidentiality
- A conflict of interest which cannot be resolved
- Taking action without approval that endangers the child
- Inability to contribute successfully to a team-based model
- Falsifying or misrepresentation during the screening process
- Inappropriate enmeshment with the child
- Violation of a court order

## Contract and Signature

*I hereby agree to faithfully perform all the duties of a Court Appointed Special Advocate (CASA), to familiarize myself with all guidelines, procedures, and ethical standards, and to function in accordance thereto. I agree to abide by Voices for Children's written policies as stated above.*

*I understand that I am subject to a ninety (90) day probationary period after my first case assignment, after which I will be evaluated by Voices for Children's CASA Program Deputy Director as needed to determine whether I may continue as a CASA.*

*By signing and dating below, the CASA acknowledges that he/she understands and accepts the risk of liability that may arise as a result of performing his/her CASA duties.*

**CASA Name (Print)** \_\_\_\_\_ **Date** \_\_\_\_\_

**CASA Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

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