

# Memorandum of Agreement

A Memorandum of Agreement (MOA) is used to capture how a group of people or agencies agrees to work together. This MOA is intended to help the key players in abuse/neglect/dependency court cases understand and appreciate each other's responsibilities and to determine local policies and procedures.

This MOA is entered by and between the following: [possible signatories may include the following and it is anticipated that not all the signatories will be directly involved in the development of a local MOA but may designate a representative:]

Chief District Court Judge. The Chief Justice of the Supreme Court of North Carolina designates one of the district court judges as Chief District Court Judge. This judge has administrative duties, including assigning the judges to sessions of court and adoption of local rules.

Specialized Court Program Staff. Many counties participate in specialized court programs such as Family Court, Drug Treatment Court and the Court Improvement Project. Each of the programs has a local administrator to perform case management and/or case coordination duties related to abuse/neglect/dependency court.

Clerk of Court. The voters of each county elect the clerk of superior court for a four-year term. The clerk is responsible for all clerical and record-keeping functions of the superior court and district court, including juvenile court.

Elected Sheriff. Among other responsibilities, the sheriff is required to execute and make due return of all properly issued writs and other processes and has the care and control of the county jail.

Director of the Department of Social Services (DSS). The DSS Director has the legislative authority to assess reports of child abuse, neglect and dependency and to take appropriate action to protect such children; to accept children for placement in foster homes and to supervise placements for so long as children require foster home care.

Attorney for the County Department of Social Services. Attorneys who represent county departments of social services may be an in-house attorney, an attorney from the county attorney's office assigned to represent the DSS agency, or an attorney in a private firm that has been retained or contracted with by DSS.

Guardian ad Litem Program Administrator. North Carolina General Statutes 7B-1200 and 7B-1201 establish the existence of the Guardian ad Litem Program, stating that local programs shall consist of volunteer Guardians ad Litem ("GALs"), a program attorney, a program administrator and necessary clerical staff. There is at least one GAL office in every judicial district in the state, and some districts have more than one office. Each district has a district administrator responsible for overseeing the program in that district.

Guardian ad Litem (GAL) Attorney Advocate. In North Carolina, trained volunteers serve as GALs, but North Carolina General Statute 7B-601 requires that whenever a non-attorney volunteer is appointed, an attorney is appointed as well. The GAL Attorney Advocate serves as a partner with the volunteer GAL to represent the best interest of the child. Working as a team, the attorney relies on the GAL to bring to court sufficient evidence to support recommendations that are in the best interest of the child. The GAL relies on the attorney to present the evidence in a convincing manner and preserve a strong court record.

President of the Judicial Bar Association. Every active member of the State Bar must be a member of the judicial district bar where he/she resides or works. The President of the Judicial Bar Association is the Bar's chief executive officer and serves the public and the bar members by improving and preserving the administration of justice and assisting the North Carolina State Bar as prescribed by statute.

Director of the County Health Department. The director is the administrator of the local health department. The director performs public health duties and administers programs prescribed by and under the supervision of the local board of health.

Local Management Entity Director. Community-based mental health, developmental disabilities and substance abuse services are managed through a network of local management entities (LMEs) that cover the state's 100 counties. LME responsibilities include offering consumers access to services, developing and overseeing providers, and handling consumer complaints and grievances.

Local Superintendent of Education. The superintendent of each local school district acts as an official agent of the State Board of Education and has the authority to require the cooperation of principals and teachers so that the children may receive the best possible educational services.

**The purpose of this MOA is to:**

- Establish a collaborative relationship between key players in abuse, neglect and dependency court cases;
- Improve outcomes of safety, permanency and well-being of abused, neglected and dependent children who are in the court system;
- Implement evidence-based practices, best practices and promising approaches;
- Respond jointly to findings from state and federal program reviews and/or audits;
- Identify trends which impact outcomes for children and their families and develop responsive strategies;
- Engage in training activities to enhance practice in abuse/neglect/dependency court; and
- Increase timely decisions and final resolution of abuse, neglect and dependency cases and conduct more meaningful, thorough hearings.

## **AGREEMENT**

**I. Court.** The parties to this MOA agree to support the following practices and policies. [**choose according to district needs**]

**A. Judicial Specialization.**

- 1) Judges assigned to hear these cases should receive specialized training not only on the juvenile code, but in non-legal areas such as child development, substance abuse treatment, and the dynamics of domestic violence.
- 2) Judges assigned to hear these cases should receive certification from the Administrative Office of the Courts as a juvenile court judge.
- 3) Judges should be assigned to juvenile court for a significant length of time, preferably at least three years.
- 4) All efforts should be made to ensure that the same judge will hear a child welfare case from start to finish.
- 5) Judges assigned to these cases should commit to a thorough review of the child and family's situation at each hearing. Judges should review the summaries and reports prepared by the participants, ask questions and ensure that any tendered consent is appropriate.

The parties to this MOA agree to create a written plan addressing how specialized training needs will be met and how calendaring changes can be made to ensure judicial continuity in a case, ensure sufficient court time to conduct thorough hearings and ensure conformance to timeline mandates.

**B. Quality Representation of Parties.**

- 1) All attorneys practicing in dependency court should receive specialized training not only on the juvenile code, but in non-legal areas such as child development, substance abuse treatment, and the dynamics of domestic violence.
- 2) All attorneys representing parents through court appointment should meet established qualification standards. Once admitted to the appointment list, the attorney should remain on the list for a significant length of time, preferably at least three (3) years, absent compelling circumstances.

The parties to this MOA agree to develop written qualification standards for attorneys practicing in abuse/neglect/dependency court and include how specialized training needs will be met and what scheduling accommodations will be made to allow attendance at such trainings. Further, the parties to this MOA agree to identify and correct barriers that may cause qualified attorneys to remove themselves from the appointment list to represent parents.

- C. Active Case Flow Management.** Case flow management includes the scheduling of cases within the court system, the allocation of judicial resources to cases and the procedures used by the court to dispose of cases.

The parties to this MOA agree to frequent and regular review of available data to determine the number of children in the local court system, whether timelines are being followed and whether agreed upon outcomes are being met. The parties to this MOA agree to use this data to identify and correct barriers that are preventing cases from having appropriate outcomes in a timely manner.

- D. Court Rules.** Local court rules are an essential tool for an effective juvenile court system.

The parties to this MOA agree to a regular review and updating of the local court rules (at least annually). The parties to this MOA agree that the process of writing or revising court rules will be a collaborative effort by all of the key players.

- E. Child Planning Conferences.** A child planning conference (CPC) is a formal meeting between court staff, respondents and community agencies with a neutral facilitator that occurs soon after a petition is filed in dependency court. The participants discuss the case history, agree upon needed services for the family and determine each participant's responsibilities.

The parties to this MOA agree to implement CPCs. The parties agree to develop or update local rules for scheduling CPCs, determining and notifying the participants, identifying the issues to be discussed and determining how any agreement or failure to agree is brought to the court's attention.

- F. Settlement and Pre-Trial Conferences.** This practice brings together the parties and their attorneys, usually before a judicial officer to hear any motions and to discuss the issues in an attempt to resolve some or all of the contested matters, and, if resolution is unsuccessful, to determine the length of time needed to complete the hearing and set the priority of the hearing.

The parties to this MOA agree to develop or update local rules regarding discovery and sharing of relevant records such as, but not limited to, the DSS file and medical, mental health, educational and criminal records.

The parties to this MOA agree to develop or update local rules regarding the early exchange of court reports prepared by any of the parties and any exhibits intended to be offered into evidence.

The parties to this MOA agree to develop or update local rules regarding settlement and pre-trial conferences that will establish when they occur and who will attend.

- G. Continuous Calendaring.** At the conclusion of each hearing, the date and time of the next hearing is given to all parties and their counsel. This ensures that everyone receives actual notice and can plan accordingly.

The parties to this MOA agree to implement continuous calendaring. At the end of each hearing, the presiding judge shall determine the next date and type of hearing that will occur and the juvenile clerk shall enter the information into JWISE in accordance with the Clerk's Rules of Record-Keeping. Further, the juvenile clerk shall disseminate the information, in writing, to the parties before they leave the courtroom.

- H. Timely Court Orders.** At the conclusion of each hearing, an order or a memorandum of judgment from that hearing is signed and distributed to all parties and counsel. This ensures that everyone has the same information and reduces the difficulties encountered by parties attempting to follow a court order that is not entered in a timely manner.

The parties to this MOA agree to develop or update local rules that ensure the timely drafting, reviewing and signing of court orders. The parties to the MOA agree to utilize various options such as the AOC form orders, local form orders, and memoranda of judgment to minimize the length of time between the hearing and the entry of the order. Further, the parties agree to develop or update local rules ensuring that orders not entered the date of the hearing are reviewed by all parties prior to submission to the presiding judge for signature.

- I. Expedited Hearings.** The purpose of Expedited Hearings ("Rocket Docket") is to review and explore a specific issue affecting a child's permanent plan in a timely manner. These hearings do not replace statutorily mandated hearings and will typically last no longer than 20 minutes.

The parties to this MOA agree to implement an Expedited Hearing docket and develop or update local rules regarding the types of hearings to be included, when the hearings occur and how notice is disseminated to the parties.

The parties further agree to seek inclusion in the following specialized court programs:

- A. Family Court.** A major goal of Family Court is to coordinate all the case management of court events and service agency efforts for a single family in distress, in order to better serve that family and provide more consistent, efficient use of trial court time. Thus, in a Unified Family Court any issue relating to a family – juvenile delinquency charges, neglect and abuse charges, termination of parental rights and adoptions, domestic violence, child custody and visitation rights, divorce and related financial issues like child support, alimony, or equitable distribution of property, and involuntary commitments - will be assigned to one case management team of judges and court staff.

The parties to this MOA agree to pursue becoming a Family Court program.

**B. Permanency Mediation.** Specially trained neutral mediators facilitate resolution of child abuse and neglect issues by bringing together, in a confidential setting the family, social workers, attorneys, a GAL representative and others involved in the case.

The parties to this MOA agree to pursue establishing a permanency mediation program. The parties agree to develop or update local rules establishing at what point in the case mediation may occur and the criteria by which cases will be referred for mediation, who will participate and how the participants are notified.

**C. Family Drug Treatment Court.** A FDTC is a type of problem-solving court that works with substance abusing parents who are under the jurisdiction of the juvenile court due to a petition alleging child abuse, neglect or dependency. The parents may enter FDTC pre-adjudication or post-adjudication. In all cases, at the time of referral and admission to FDTC there must be a case plan for family reunification. Participants are provided a court-based case manager who ensures that the parent receives substance abuse treatment and other needed services.

The parties to this MOA agree to pursue establishing a FDTC program. The parties agree to follow the protocol established by the Administrative Office of the Courts' Court Programs and Management Services Division for the planning, implementation and operation of a FDTC.

**II. Case Planning** – When a child enters the child welfare system, case planning is used by the local Department of Social Services (DSS) to achieve the goal of the child's safety, permanency and well-being. An essential tool used in case planning is the Child and Family Team (CFT). The North Carolina Collaborative for Children, Youth and Families endorses this definition of a child and family team: ***Child and Family Teams*** are family members and their community supports that come together to ***create, implement and update*** a plan ***with*** the child, youth/student and family. The plan builds on the strengths of the child, youth and family and addresses their needs, desires and dreams. Child and family teams hold structured, facilitated meetings which bring family members together so that with the support of professionals and community resources, they can create a written plan that ensures child safety and meets the family's needs. The CFT meeting concludes with the preparation of a 'Family Services Agreement' that all participants are expected to sign. The 'Family Services Agreement' contains the team's decisions regarding what action must be taken and/or what services are needed to assist a family to develop the capacity and capability to assure the child's health and safety and to meet the child's well being needs.

The parties to this MOA support the concept of case planning, agree to utilize CFT meetings as a tool for families in the abuse/neglect/dependency court system, and recognize the right of the family to determine who participates in each CFT meeting.

The parties to this MOA agree to develop or update local juvenile court rules to address the relationship between the CFT process and the legal process including the role of attorneys in the case planning process, the process for convening a CFT meeting, and when and how a 'Family Services Agreement' is disseminated to the court and the parties.

**III. Collaboration.** The parties to this MOA recognize and support the vital role of partnerships with each other and with other agencies and organizations in improving outcomes for abused, neglected and dependent children.

Further, the parties to this MOA support the concept of shared leadership. Environments where shared leadership and collective visioning exist are able to support open exchanges of information, better relationships among system participants, and stronger commitments to common goals.

The parties to this MOA agree to establish an Advisory Committee comprised of key players in abuse/neglect/dependency court cases. Alternately, an existing committee can be utilized or expanded to so that there is opportunity for regular meetings between leaders in child welfare agencies and organizations, juvenile court administration, and judicial officials.

The parties to this MOA further agree that the Advisory Committee will meet regularly not only to address administrative issues, but to develop both short and long term goals for the community that will improve the lives of children and their families.

Issues to be addressed at these meetings can include legal and administrative issues in the court process such as continuous examination of causes of delay and ongoing review of the local rules to ensure compliance with state and federal legislation as it relates to achieving outcomes and securing funding.

Issues to be addressed at these meetings can also include all legal and administrative issues related to working together with a system of care approach, for example, dual **jurisdiction** cases involving juvenile justice, mental health, school system, and/or social services, **change of venue** cases involving more than one county, cases involving challenges around **confidentiality and release of information**, and the issue of **professional respect** among all parties involved in the court process. Finally, issues to be addressed at these meetings can include non-legal and administrative issues such as identifying needed services within the community and formulating a plan to make the services available.

**IV. Training.** The parties to this MOA are committed to identifying unmet training needs and increase training opportunities for all key players in abuse/neglect/dependency court. To attain this goal, the parties are committed to:

A. Establishing a Training Committee. The local committee will be made up of individuals from each discipline. The committee will elicit suggestions for training topics from judges, attorneys and AOC staff and use this information to

establish a local training plan. At a minimum, the training plan will include an annual training event to review legislative changes and recent juvenile appellate decisions.

- B. The local committee will schedule training events to maximize participation of everyone involved in juvenile abuse and neglect proceedings and will include topics that meet the individual needs of the local participants.
- C. The training committee will make logistical arrangements for each training event, such as arranging for adequate facilities, securing guest speakers, and making arrangements to offer continuing education credits for attorneys and social workers.
- D. The local committee will provide or identify cross-training opportunities for judges, clerks, attorneys, service providers, court administration and Guardian ad Litem (GAL) staff and volunteers to build effective relationships at the local level.

**V. Term of Agreement.** This agreement will be effective from the date of signature. This agreement will be reviewed biennially.

**VI. Revisions.** Revisions of this agreement may be made upon the approval of all signatories and shall become effective upon the date of agreement.

**VII. Signatures.**