Memorandum of Understanding – Auxillary Programs

The Exemplar below can be used as an example to develop a Memorandum of understanding between an AUXILIARY program and a CASA/GAL Program. This exemplar should be used in conjunction wth the National CASA/GAL MOU with Auxillary Program checklist

THIS MEMORANDUM OF UNDERSTANDING (hereinafter MOU) is entered into by and between the XXXX CASA/GAL Program (“CASA/GAL Program”), and the XXXX (“Auxiliary Program”) on the date it was executed by the last to sign of the CASA/GAL Program or the Auxiliary Program. All agreements between the CASA/GAL Program and the Auxiliary Program shall be subject to the conditions set forth in this MOU.

This MOU sets forth the terms and understanding between the CASA/GAL Program and the Auxiliary Program to support the Auxiliary Program in their partnership with the CASA/GAL Program and to support efforts to provide a CASA/GAL volunteer for every child who is before the court due to abuse or neglect by establishing, promoting and supporting the CASA/GAL Program.

# Mission Statement of XXXX (Name of CASA/GAL Program)

Insert here

# Mission Statement of XXXX (Name of Auxiliary Program)

Insert here

# collaboration between THE CASA/GAL PROGRAM AND the AUXILIARY program

The CASA/GAL Program and Auxiliary Program endorse and adopt the following parameters for a successful working relationship:

The relationship between the CASA/GAL Program and the Auxiliary Program is established to provide for the maximization of private funding sources and to raise community awareness aimed at supporting the above identified missions. [*The CASA/GAL Program and the Auxiliary Program agree that for the benefit of the CASA/GAL Program, the Auxiliary Program may conduct programs and activities, raise funds, request and receive grants, gifts, and bequests of moneys, acquire, receive, hold, invest and administer, in its own name, securities, funds, objects of value, or other property, real or personal, and make expenditures to or for the CASA/GAL Program.]* The Auxiliary Program may also raise monies to support children’s developmental, enrichment and basic life needs not readily available through public resources. While both the Auxiliary Program and the CASA/GAL Program work towards a common goal, the role that the Auxiliary Program and the CASA/GAL Program play in achieving the stated objective is different and both organizations should support one another by proactively and timely communicating any needs, developments, achievements, and issues, and working collaboratively to address any concerns. Both the CASA/GAL Program and the Auxiliary Program shall work at maintaining a proper relationship and boundaries to ensure a positive working relationship.

The CASA/GAL Program will provide the Auxiliary Program with a list of any and all events in the program area including Volunteer Pre-Service Trainings, In-Service Trainings, and any other CASA/GAL Program-led events. Auxiliary Program Board Members or staff may contact the CASA/GAL Program to request time to present and educate CASA/GAL volunteers and staff about the Auxiliary Program and its efforts on behalf and in support of the CASA/GAL Program and its mission. Anytime the Auxiliary Program will be conducting any events and would like participation from CASA/GAL staff/volunteers, a request detailing the needed support will be made from the Auxiliary Program. The CASA/GAL will make every effort to satisfy such request.

The Auxiliary Program acknowledges that the CASA/GAL Program’s representation of children is bound by confidentiality laws and generally should not have access to or use any confidential information concerning children, cases, or volunteers. If the Auxiliary Program does have access to that information, the CASA/GAL Program and the Auxiliary Program should detail the specific approved uses of that information and the Auxiliary Program will agree to maintain the confidentiality of any such information including but not limited to testimonials, case highlights or volunteer highlights, unless dissemination or publication is approved by the CASA/GAL Program Executive Director. Any request for publication or dissemination must be made to the CASA/GAL Program Executive Director at least seventy-two (72) hours prior to the date for publication or dissemination.

In order to maintain message consistency and ensure accuracy of information presented, any media materials or public relations tools such as brochures, e-mails, and social media to be used to promote both the Auxiliary Program and the CASA/GAL Program shall be approved by the CASA/GAL Program Executive Director and/or designee and by the Auxiliary Program Board President and/or designee. This excludes any materials exclusive to CASA/GAL Program or Auxiliary Program that will not mention the other Program.

# ROLES AND RESPONSIBILITIES OF The AUXILIARY Program

**Acknowledgement of Policies and Standards; Compliance**

## The Auxiliary Program acknowledges receipt of the following Policies and Procedures and agrees to comply in all respects with the Policies and Procedures:

* National CASA/GAL Association Standards for Local Programs
* Insert Applicable Policies of the CASA/GAL Program

National CASA/GAL and the CASA/GAL Program may amend the Policies and Procedures from time to time in their sole discretion and may make such updated Policies and Procedures available to the Auxiliary Program in writing or through electronic means, and the Auxiliary Program shall adhere to any updated Policies and Procedures.

All Auxiliary Program Board Members and staff shall undergo a security background check at the time the Board Members are selected for the Auxiliary Program Board or upon hiring, respectively, as required by National CASA/GAL Standards.

**Regular Meetings**

The Auxiliary Program and the CASA/GAL Program shall meet annually to define the goals of the parties for the upcoming year.

The CASA/GAL Executive Director and/or its designee shall participate at the invitation of the Auxiliary Program Board in Auxiliary Program Board meetings and functions as appropriate.

The Auxiliary Program shall provide appropriate notices to the CASA/GAL Executive Director to attend and report at regularly scheduled Auxiliary Program Board meetings, as deemed appropriate/similar language from above. The CASA/GAL Executive Director and/or its designee shall provide a report to Auxiliary Program detailing program activities and statistics.

The CASA/GAL Program Executive Director shall attend XXX% of the Auxiliary Program Board meetings.

**Fundraising, Special Needs and Grants**

Fundraising. The Auxiliary Program shall inform, engage, and gain approval of the CASA/GAL Program regarding fundraising strategies including events, grant proposals, and donor cultivation. The Auxiliary Program must also inform the CASA/GAL Program of public relations and other activities of the Auxiliary Program.

The CASA/GAL Program Executive Director and/or designee should consider developing an annual budget request for the CASA/GAL Program support to be presented to the Auxiliary Program for the Board’s approval. The Auxiliary Program will develop fundraising goals and a budget to meet the needs identified by the CASA/GAL Program. While the Auxiliary Program will make every effort to achieve its fundraising goals, budget approval does not constitute a commitment from the Auxiliary Program to distribute funds if does not meet its fundraising goals.

Special Needs. The CASA/GAL Program Executive Director and/or designee will make requests for funding for special needs through a process developed by the Auxiliary Program Board or its designee for approval by Auxiliary Program prior to committing funds or ancillary services. The Auxiliary Program will develop and implement a timely process by which funds can be accessed for special needs and for proper follow-up of all requests including notification of approval or rejection of the request to the individual making the request.

Grants. The CASA/GAL Program and the Auxiliary Program agree that any and all grant applications which directly benefit the CASA/GAL Program or require the CASA/GAL Program to meet objectives or provide reporting to ensure compliance, will be approved by the CASA/GAL Program and pursuant to CASA/GAL Program policies and procedures prior to final submission by the Auxiliary Program. The CASA/GAL Program will support grant efforts by providing statistical data and volunteer support as needed.

# ROLES AND RESPONSIBILITIES OF The CASA/GAL Program

**Acknowledgement of Policies and Standards; Compliance**

During the Term, the CASA/GAL Program acknowledges receipt of the following Policies and Procedures and agrees to comply in all respects with the Policies and Procedures:

* National CASA/GAL Association Standards for Local Programs
* National CASA/GAL Association Role of a Local CASA/GAL Program

National CASA/GAL may amend the Policies and Procedures from time to time in its sole discretion and may make such updated Policies and Procedures available to the CASA/GAL Program in writing or through electronic means, and the CASA/GAL Program shall adhere to any updated Policies and Procedures.

**Strategic Planning**

The CASA/GAL Program shall meet annually with the Auxiliary Program to define the goals of the parties for the upcoming year. As part of that planning the CASA/GAL Program shall consider submitting an annual budget request to the Auxiliary Program.

The CASA/GAL Executive Director and/or its designee shall provide a report to Auxiliary Program detailing program activities and statistics.

The CASA/GAL Executive Director and/or its designee shall approve any media materials or public relations tools that include the State Organization or CASA/GAL Program brand

**Orientation and Training of Auxiliary Board**

At the Auxiliary Program Board President’s and/or its designee’s request, the CASA/GAL Executive Director and/or its designee shall provide a voluntary orientation to all and any new Auxiliary Program Board Members. This voluntary orientation may include an introduction to the CASA/GAL Program, a visit to the courthouse for court observation, and an invitation for new Auxiliary Program Board Members to attend a volunteer orientation and/or the CASA/GAL Volunteer Pre-Service Training.

**Employees of Auxiliary Program**

The CASA/GAL Program shall have no duty to any employee of the Auxiliary Program. The Auxiliary Program shall solely be responsible for the salaries, worker’s compensation claims, benefits, unemployment claims, training, and general employer duties relating to all of the employees of the Auxiliary Program.

# Conflict Resolution and TERMINATION OF RELATIONSHIP

If either party deems that the other party is operating in a manner inconsistent with this MOU, either party may request to address the concerns with the CASA/GAL Executive Director and the Auxiliary Program Board of Directors. If after that meeting the situation is not resolved, either party may terminate this relationship in writing. If the CASA/GAL Program and Auxiliary Program are co-located, the Auxiliary Program will have ninety (90) days from the effective date of termination to vacate the premises. Upon termination of the relationship, Auxiliary Program will use its best efforts to see that existing grants for CASA/GAL Program are funded until completion and any other donor designated funds for the benefit of CASA/GAL Program will be distributed per the wishes of the donor. Additionally, Auxiliary Program will provide CASA/GAL Program a detailed accounting of funding allocation and CASA/GAL Program will ensure future compliance with the funding allocation. This does not apply to any funds raised exclusively for children’s needs or the Auxiliary Program and its operations.

If the Auxiliary Program has an annual/recurring successful fundraising event or campaign for CASA/GAL Program, and terminated the relationship, Auxiliary Program cannot use the fundraiser/event for another organization and CASA/GAL Program retains ability to continue the fundraiser/event or find another organization to host the event on its behalf.

If the relationship between the Auxiliary Program and the CASA/GAL Program is terminated, the intellectual property license from National CASA/GAL to the Auxiliary Program expires. Accordingly, the Auxiliary Program must then stop all use of the CASA name, all National CASA/GAL trademarks, including the CASA and COURT APPOINTED SPECIAL ADVOCATE trademarks, logo, and taglines, and other proprietary materials, including images provided by, for, or on behalf of National CASA/GAL, including destroying all business cards, letterhead, and other printed materials incorporating this content, and removing from all websites and on-line or digital platforms any of this content. In addition, the Auxiliary Program must transfer any domain names containing the lettering “casa” or the wording “court appointed special advocate” to National CASA/GAL. If the Auxiliary Program will remain in operation, the Auxiliary Program must delete social media accounts and any other digital presence with “casa” or “court appointed special advocate” in the account names.

# RE-AFFIRMATION OF THIS AGREEMENT

On an annual basis, this MOU shall be ratified by the normal Board approval process and when approved shall be signed by the Auxiliary Program Board President and Auxiliary Program’s Chief Executive Director and CASA/GAL Program’s Executive Director and Board President.

# MODIFICATION OF AGREEMENT

Modifications of provisions of this MOU shall only be valid when they have been reduced to writing and duly signed by CASA/GAL Program and Auxiliary Program.

# USE OF CASA/GAL PROGRAM NAME

Upon this MOU being signed by CASA/GAL Program and Auxiliary Program, this MOU shall serve as certification and authorization for Auxiliary Program to use the CASA/GAL Program name for the purposes delineated in it.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed by their undersigned officials as duly authorized and shall be in effect immediately upon signing by both parties.

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| CASA/GAL EXECUTIVE DIRECTOR SIGNATURE |  | DATE |
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AUXILIARY PROGRAM DIRECTOR DATE

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| --- | --- | --- |
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| CASA/GAL BOARD PRESIDENT SIGNATURE |  | DATE |
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AUXILIARY PROGRAM BOARD PRESIDENT SIGNATURE DATE