

**MEMORANDUM OF UNDERSTANDING AND AGREEMENT BETWEEN THE  
IREDELL COUNTY JUVENILE COURT, THE IREDELL COUNTY  
DEPARTMENT OF SOCIAL SERVICES, THE IREDELL COUNTY GUARDIAN  
AD LITEM PROGRAM, CROSSROADS BEHAVIORAL HEALTHCARE, THE  
IREDELL COUNTY CLERK OF COURT, Exchange/S.C.A.N. of IREDELL  
COUNTY AND THE UNDERSIGNED ATTORNEYS**

This Memorandum of Understanding and Agreement is entered into between the Iredell County Juvenile Court, the Iredell County Department of Social Services, the Iredell County Guardian Ad Litem Program, Crossroads Behavioral Healthcare, the Iredell County Clerk of Court, Exchange/S.C.A.N. of Iredell County and the undersigned individual Iredell County Attorneys (hereinafter referred to as the “parties”).

**WHEREAS**, it is the goal of all of the parties to assure that children are protected and safe in their home environments and that the rights of all individuals are duly protected while attempting to achieve said goal.

**WHEREAS**, it is the desire of all of the parties to ensure that children in foster care have their needs for safety, permanency, and well-being met in a timely and complete manner.

**WHEREAS**, it is the desire of these parties to increase timely decision and final resolution of juvenile abuse/neglect/dependency cases and to conduct more meaningful, thorough hearings in the juvenile abuse/neglect/dependency cases.

**WHEREAS**, it is the desire of the parties to increase the efficiency of court practices to achieve permanency for children.

**WHEREAS**, the parties have met and discussed the North Carolina Court Improvement Project for Children and Families grant and having reviewed the goals of the said grant, agree that it is in the best interests of the children of Iredell County foster care system to establish a collaborative relationship between the Iredell County Juvenile Court, the Iredell County Department of Social Services, the Iredell County Guardian Ad Litem Program, Crossroads Behavioral Healthcare, the Iredell County Clerk of Court, Exchange/S.C.A.N. of Iredell County and the undersigned individual Iredell County Attorneys.

WHEREAS, the parties to this agreement also agree that the respondent parent attorney’s primary ethical responsibility is to their client and that any agreement entered into by an attorney in this agreement is subject to the North Carolina Rules of Professional Conduct, *the following agreement is entered into by the undersigned:*

**I. The Purpose of this agreement is to:**

- A. Improve outcomes of safety, permanency, and well-being of abused, neglected, and dependent children who are in the court system.

- B. To respond appropriately to findings from state and federal program reviews such as the Children and Family Services Review and/or IV-E audits;
- C. To identify trends which impact outcomes for children and families, develop responsive strategies; and
- D. Engage in training activities to enhance practices in juvenile court.

## **II. Agreement:**

### **A. Best Court Practices**

1. Local Court Rules were adopted on May 1, 2008 to implement strategies to include one judge to one family, Child Planning Conferences prior to the first Non-secure Custody Hearing, temporarily appoint legal counsel to all parties on the same day the petition is filed, adhere to firm time standards by establishing guidelines for continuances, and implementation of pre-trial settlement conferences. We agree to evaluate and update these rules as necessary.
2. A Calendar Call will be held one week in advance of the hearing in order to set each hearing for a time specific. Judicial facilitation of the Calendar Call will provide opportunity for each party including the DSS Attorney, Social Worker, Guardian Ad Litem Attorney Advocate, Guardian Ad Litem Volunteer, parents and Respondent Parent Attorney to disclose possible witnesses and estimated length of hearing. We agree to come to the Calendar Call fully prepared to address issues that affect the length of hearing or possible stipulation in order to arrange block time scheduling of all matters scheduled to be heard the following week. The parties to this agreement understand that this is in order to effectively use court time as well as provide time certain scheduling for all witnesses, GAL volunteers, parents who must return to work, and children who need to be in school.
3. All parties agree to distribute court summaries no later than 12:00 P.M. the previous Friday of Calendar Call in order that the parties to this agreement identify potential contested matters set for hearing. The distribution of court summaries will also include distribution for judicial review prior to Calendar Call in the form of a notebook. This notebook will be provided to the judge in chambers no later than Monday at noon of each week. (Distribution of Disposition reports by the GAL shall not be distributed prior to adjudication of each case.)

4. Summary of Order shall be issued at the end of each hearing for all parties that includes type of hearing, plan of care, activities to be completed prior to the next court hearing, visitation plan, and documentation of in court scheduling of the next hearing.
5. The Clerk will maintain the juvenile record and ensure that electronic data is entered into the J Wise System as prescribed by the Rules of Record Keeping revised November 2007. The presiding judge will ensure that the event, type code for the next juvenile matter is stated to the clerk at each hearing, that the date an order is due is stated to the clerk during court session, and that the Outcome Code for each juvenile case/event is stated for each event that appears on the calendar.
6. The parties to this Memorandum of Agreement agree that the Summary of Order does not replace the necessity to reduce to writing the Final Court Order which also contains relevant Findings of Fact as well as the Conclusions of Law. The submission of the Final Court Order will also be entered into the J Wise System by the juvenile clerk.
7. Timely submission of the Court Orders will receive priority as necessary to ensure that the procedural and factual history is fully documented in the court file. The timely drafting, reviewing and signing of court orders will be ensured by also periodically updating local court rules.
8. Reduce delays in court proceedings through trial date certainty and meeting statutory time frames for events.
9. The Guardian Ad Litem Program shall be appointed early in proceedings to juvenile abuse and neglect cases.
10. Participation of children shall occur, when appropriate, in the proceedings.
11. Each party shall be competently and diligently represented and shall receive due process.
12. Early identification and provision of appropriate services, if applicable, shall occur for each family receiving court oversight.
13. The Clerk of Court will continue to support such case management efforts as the Child Planning Conference and the Pre-trial Settlement Conferences by allotting space within the courthouse to hold such conferences as required by the Local

Rules for Juvenile Abuse, Neglect and Dependency Court  
adopted May 1, 2008.

B. Partner Collaboration

1. The parties to this Memorandum of Agreement recognize and support the vital role of partnerships with each other and with other agencies and organizations in furthering the purposes of the Juvenile Code, to wit, to provide procedures for the hearing of juvenile cases that assure fairness and equity and that protect the constitutional rights of both juveniles and parents, to provide procedures which seek to protect the juvenile and provide permanence while at the same time recognizing the important policy objective of the preservation of family autonomy.
2. Further, parties to this MOA support the concept of shared leadership. Environments where shared leadership and collective visioning exist are able to support open exchange of information, better relationships among system participants, and stronger commitments to common goals.
3. As evidence to this shared collaboration, the Iredell County stakeholders are now meeting in a Steering Committee for the District 22A Court Improvement Project that is comprised of an Iredell County contingent solely to address the unique needs of this part of the judicial district. Members of the Iredell County Steering Committee to the Court Improvement Project of District 22A agree to the following ground rules under the Six Principals of Partnership:
  - a) Everyone Desires Respect-
    - 1) We will listen, and then ask questions that acknowledge differences in perspectives.
    - 2) We will show up on time, prepared, so that the meeting can begin and end on time.
  - b) Everyone Needs To Be Heard-
    - 1) We will be open-minded to all ideas, suggestions, and input; we will not shut down an idea until it is genuinely explored.
    - 2) We will solicit input from other stakeholders and prospective stakeholders.
  - c) Everyone Has Strengths-

- 1) We will listen to members in an effort to identify strengths and make assignments accordingly.
- 2) We will acknowledge and reward performance.

d) Judgments Can Wait-

- 1) We will stop before reacting to a situation and sleep on it when we can.
- 2) We will research first...attempt a strategy before saying it won't work.

e) Partners Share Power-

- 1) We will be forthcoming with information, including agenda items.
- 2) We will relax our personal agendas by:
  - Asking everyone to share their agendas and hoped outcomes
  - Asking the question, "what can we live with?"

f) Partnership Is A Process-

- 1) We will post our ground rules at each meeting.
- 2) We will use a check-in process at each meeting.

4. To attain the goal of improving outcomes for families and for children who are abused, neglected and dependent, the parties are committed to (1) exchanging information and data between agencies and organizations, in accordance with all policies, regulations and/or statutes governing confidentiality of the juvenile court system; (2) attending regular meetings at the State level to establish and maintain working relationship; (3) participating, as needed, in the Federal and State Children and Family Service Review (CFSR) and Program Improvement Planning; and; (4) solving problems and resolving conflicts between partner agencies at the local level. The parties agree to re-evaluate ground rules periodically to ensure that everyone has equal opportunity to safely share their concerns among each other at Steering Committee Meetings.

### **III. Training and Cross-Training**

- A. The parties to this MOA are committed to identifying unmet training needs and increase training opportunities for all key players in the juvenile abuse, neglect/dependency court. To attain this goal, the parties are committed to (1) establishing a Training Committee. The local committee will be made up of individuals from each discipline and other interested individuals or entities. The committee will elicit suggestions for training topics from judges, attorneys, AOC

staff and use this information to establish a local training plan. This training plan should include a training event on a regular basis; (2) scheduling (through the Training Committee) training events to maximize participation of everyone involved in the juvenile court process and will include topics that meet the individual needs of the participants; (3) (through the Training Committee) making 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; and (4) (through the Training Committee) providing or identifying cross-training opportunities for judges, clerks, attorneys, service providers, court administration, and the Guardian Ad Litem staff and volunteers to build effective relationships at the local level.

#### IV. Case Planning

- A. The parties to this MOA support the concept of case planning, agree to utilize Child and Family Team meetings as a tool for families in the abuse/neglect/dependency court system, and recognize the right of the family to provide input as to who they wish to participate in each CFT meeting.
- B. The parties to this MOA agree to develop local juvenile court rules to address the relationship between the CFT process and the legal proceeding including the roles of attorneys in case planning process, the process for convening a CFT meeting and when and how a "Family Services Agreement" is disseminated to the court and during Child Planning Conferences for the purpose of early identification of services needs.
- C. At the local level promote the integration of services for families and children and to facilitate access to community-based services.

#### V. Terms of the Agreement

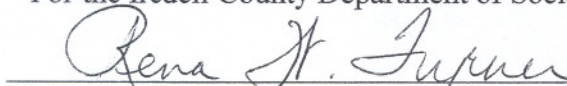
- A. This agreement will be effective from the date of signature. It will be reviewed biennially.

#### VI. Revisions

- A. Revision of this agreement may be made upon the approval of all parties and shall become effective upon the date of the agreement.

This the 24<sup>th</sup> day of May, 2010.

  
\_\_\_\_\_  
For the Iredell County Department of Social Services

  
\_\_\_\_\_  
For the Iredell County Clerk of Superior Court

For Crossroads Behavioral Healthcare LME

*Amey Cissel*  
For Exchange/S.C.A.N. of Iredell County

*Donna Cannon*  
For the Iredell County Guardian Ad Litem Program

*H. Thomas Church*  
Honorable Judge H. Thomas Church, District Court Judge

*Edward L. Hedrick, IV*  
Honorable Judge Edward L. Hedrick, IV, District Court Judge

*Christine Underwood*  
Honorable Judge Christine Underwood, District Court Judge

*Deborah Brown*  
Honorable Judge Deborah Brown, District Court Judge

*L. Dale Graham*  
Honorable Judge L. Dale Graham, Chief District Court Judge

*Susan D. Brotherton*  
Respondent Parent Attorney, Susan D. Brotherton

*Terri A. Johnson*  
Respondent Parent Attorney, Terri A. Johnson

*Arthur Piervincenti*  
Respondent Parent Attorney, Arthur Piervincenti


*C. Jason Ralston*  
Respondent Parent Attorney, C. Jason Ralston

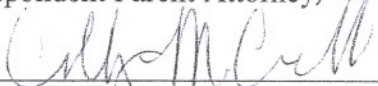
*Nelson Little*  
Respondent Parent Attorney, Nelson Little


*J. Brantley Ostwalt*  
Respondent Parent Attorney, J. Brantley Ostwalt


*Martin Gottholm*  
Respondent Parent Attorney, Martin Gottholm

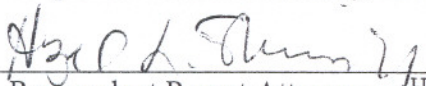
*Molly Anthony*  
Respondent Parent Attorney, Molly Anthony

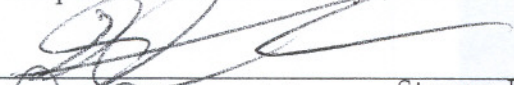
  
Respondent Parent Attorney, Michael D. Cleaves

  
Respondent Parent Attorney, Colby M. Crabb


  
Respondent Parent Attorney, Kenneth B. Holmes

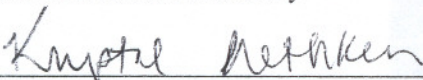
  
Respondent Parent Attorney, Samuel Thomas

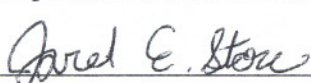
  
Respondent Parent Attorney, Hazel L. Sherrill

  
Respondent Parent Attorney, Steven Follum

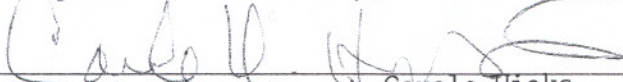
  
Respondent Parent Attorney, Jon Welborn

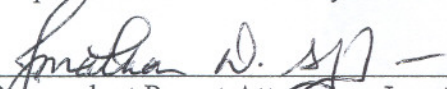
  
Respondent Parent Attorney, Dustin McCrary

  
Respondent Parent Attorney, Krystal Nethken

  
Respondent Parent Attorney, Jared E. Stone

  
Respondent Parent Attorney, Matthew Benton

  
Respondent Parent Attorney, Carole Hicks

  
Respondent Parent Attorney, Jonathon Griffin

Respondent Parent Attorney



For Crossroads Behavioral Healthcare LME

For Exchange/S.C.A.N. of Iredell County

For the Iredell County Guardian Ad Litem Program

Honorable Judge H. Thomas Church, District Court Judge

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Respondent Parent Attorney

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