

# Utah Office of Guardian ad Litem and CASA

## TRANSPORTATION POLICY

Pursuant to Utah Code Annotated section § 78A-6-902(4), CASA volunteers are entitled to the protections afforded under the Volunteer Government Workers Act, found at Title 67, Chapter 20, Utah Code. Under the Act, CASA volunteers shall be treated as state employees for purposes of “liability protection and indemnification.” (see UCA § 67-20-3(1)(c)).

When a CASA volunteer acts in good faith within the scope of their duties, they shall be deemed to be acting on behalf of the State of Utah and shall be entitled to the full resources and protections of the State as if they were a state employee. This includes immunity from suit in applicable circumstances, indemnification (including the provision of legal representation for the CASA in the event of a suit and payment of any judgment that may be rendered), and all other protections.

Transportation of children or other individuals in a CASA volunteer’s personal vehicle while performing their duties and responsibilities is **not mandatory**. However, if a volunteer chooses to transport CASA children, it is essential to consider both the child’s safety and the volunteer’s own safety and liability. Volunteers must adhere to the following guidelines when transporting CASA clients:

### **DRIVERS:**

- A. Only volunteers with a valid state driver’s license are permitted to transport CASA clients.
- B. CASA volunteers who have received two (2) or more traffic citations (moving or non-moving) within the past twelve (12) months, or who have been involved in two (2) or more vehicular accidents during that same period, are prohibited from transporting CASA clients.
- C. Volunteers who have been convicted of DWI or DUI (Driving While Intoxicated or Driving Under the Influence) within the past ten (10) years shall not be permitted to serve as a Court Appointed Special Advocate and may not transport CASA clients.
- D. CASA volunteers shall not allow a CASA client to operate the volunteer’s vehicle under any circumstances, due to safety and liability.
- E. CASA volunteers transporting a CASA client shall obey all traffic laws and exercise sound judgement, including the use of defensive driving skills, particularly in adverse weather conditions.
- F. CASA volunteers are responsible for all CASA clients in their vehicle. Drivers shall not begin transporting any CASA client until the client has complied with the safety guidelines (A-E) detailed below.

**PASSENGERS:**

- A. All children from birth to two (2) years of age or weighing up to 30 pounds must be securely fastened in a rear-facing child safety seat, which must be installed in the back seat of the vehicle. Volunteers must ensure that both the child and the car seat are properly secured before beginning transport.
- B. Children aged two (2) years and older, and weighing up to 40 pounds, must ride in a forward-facing child safety seat unless the child exceeds the seat's height and weight limits.
- C. All children between the ages of four (4) and eight (8) years, or who are at least four feet nine inches (4'9") tall, must be securely fastened in an appropriate booster seat.
- D. All children under the age of thirteen (13) must sit in the back seat of the vehicle and be secured with their own seat belt.
- E. All CASA clients aged thirteen (13) and older must be secured with their own seat belt.

It is each volunteer's responsibility to ensure the safe transportation of CASA clients. If a volunteer is transporting more than one (1) child who requires a child safety seat, the volunteer shall not transport additional children unless a properly fitted child safety seat is available for each child. Volunteers are strongly encouraged to avoid routinely transporting children under the age of three (3) and should do so only when necessary.

**PROOF OF INSURANCE:**

All CASA volunteers must maintain current proof of automobile insurance for their personal vehicle, and a copy of the insurance documentation shall be kept in the volunteer's personnel file at the CASA office.

By signing this agreement, the volunteer confirms that they have read, understand, and agree to abide by the information stated above.

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Signature of Court Appointed Special Advocate

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Date

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Completed Defensive Driving Course

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Date