



Memorandum of Understanding
Among
City of Madison Board of Education
City of Madison, Alabama
and
The National Children's Advocacy Center

Notification of Exposure to Trauma

I. PURPOSE

The Project. Childhood exposure to violence and trauma, without appropriate support, is often associated with increased risk of poor outcomes in emotional, behavioral, and physical health over the life span. Children exposed to violence and trauma are also at a higher risk of poor school-related outcomes and are more likely to enter the criminal justice system later in life, which can contribute to generational cycles of violence and system involvement. "Handle With Care" ("HWC"), a joint project of the City of Madison Board of Education ("School"), the City of Madison Police Department ("LE"), and The National Children's Advocacy Center ("CAC"), directly addresses the goal of mitigating these negative impacts of exposure to trauma when it does occur by providing support and on-site trauma focused interventions by school staff and/or mental health providers, if necessary, to children identified by local law enforcement and school personnel. This is a significant effort to make our schools more trauma-informed while also supporting students impacted by trauma exposure.

Notification of Exposure to Trauma. This Memorandum of Understanding ("MOU") will focus on notification to School by LE when a child is exposed to trauma in the home or in the community and seeks to better enable School to handle the child with care upon his or her arrival on the next school day following the incident. The phrase shall be construed broadly and shall include, but shall not be limited to, any event or series of events in which a child is a victim of, witnesses, experiences, is involved in, or is questioned relative to, any of the following: abuse or neglect; the abuse or neglect of a family member, loved one, or pet; controversies associated with child custody, visitation, support, or other domestic relations matters when law enforcement intervention has occurred, or is ongoing or imminent; community violence; the commission of a crime; death or serious injury, or suicide or suicide attempt of a family member or friend; an overdose; the arrest of a family member; racism or any other form of discrimination; homelessness; mental illness and /or substance abuse by a parent or caregiver; hospitalization or serious family illness; incarceration of a parent or family member; sudden, unexpected or frequent changes in caregiver, school, program or home life; natural disasters; or similar acts or experiences. Should an LE officer be

uncertain as to whether or not to give notice to School, judgment should be exercised in favor of notification.

II. LE Agrees to:

- A) Send a notification to School identifying children who have been present for police interactions or otherwise exposed to trauma in the community following the notification protocol as outlined below.
- B) Following LE's contact with a child exposed to trauma, LE shall promptly provide/enter the child's name and, if known, the school attended, into the HWC database. Notification to School of the child's "exposure to trauma" shall be given by LE entering the child's name and school into the Handle With Care database after LE's contact with the family/child.
- C) Notifications will contain no specific information about the incident in order to maintain privacy of the student and their family.
- D) To protect the privacy of the student and family as well as relevant law enforcement interests, LE shall otherwise maintain the confidentiality of students and their families regarding the incident in which the child was exposed to trauma.

III. City of Madison Board of Education ("School") agrees to:

- A) Designate and train a districtwide point person to receive, manage and disseminate HWC email notifications to designated point persons within each school.
- B) Designate and train one or more point persons within each school to receive and properly manage Handle With Care email notifications relating to a child within the school in a prompt and appropriate manner. Point persons within each school shall be responsible for assuring that teachers, social workers, and other support staff who may receive HWC notifications, are advised regarding appropriate sensitivity and confidentiality to be afforded the information provided.
- C) Receive the HWC notifications described in section II.B. above from LE and disseminate them appropriately to the designated point person(s) within the school attended by the child who is the subject of the notification.
- D) Upon receipt of a Handle with Care notification identifying a child who has been exposed to trauma, the designated point persons within each school will then determine, on a need-to-know basis, the appropriate teachers, social workers, guidance counselors, and any other relevant staff who should be notified relating to the HWC email notification and properly disseminate the notification accordingly.
- E) As deemed appropriate, provide identified students who are exhibiting behaviors that are not consistent with their normal manner a safe person and space where they can receive additional supports, such as postponing a test, accepting a missed assignment, or allowing the student to rest if he or she is having a hard time focusing or staying awake, **but otherwise not addressing the child about the incident.**
- F) Determine need for crisis intervention, on-going counseling, or other intervention if the student is not currently involved with mental health services.

- G) If necessary, the school may contact parents or guardians to obtain appropriate consents for on-going mental health services for the student.
- H) Provide education on trauma informed care to all school personnel, parents, and guardians, as requested and/or as required by law.
- I) Maintain the confidentiality of student's information, including but not limited to academic records, health records, and mental health services. Notifications may be maintained for any purposes consistent with the purpose of this MOU but shall not be part of any student's permanent record.

IV. The National Child Advocacy Center Agrees to:

- A) Create an electronic HWC database which will include the name of each child exposed to trauma, as well as the school attended by the child, if known, without inclusion of any specific information regarding the incident to which the child was exposed.
- B) Provide for automatic email notifications to School from the HWC database related to any child exposed to trauma who has been added to the database since the last automatic email notifications. Absent extenuating circumstances, the automatic email notifications shall be scheduled to be delivered at 7:00 am on the morning following the child's exposure to trauma.
- C) Provide initial training on HWC with community partners.
- D) Provide trauma training with community partners
- E) Act as HWC Coordinator, to ensure the model is implemented in an appropriate manner to maintain fidelity of the program.

V. TERMINATION, ADDITIONAL AGENCIES, LIABILITY, and MISCELLANEOUS PROVISIONS:

- A) Any agency has the right to cancel this MOU with 30 days written notice to the other parties.
- B) Additional agencies, whether or not a law enforcement agency, may become parties to this MOU with the agreement of "School", which may be affected by the execution of an addendum to this MOU by such agency and "School".
- C) Each party shall be responsible for the actions committed by that party and its agents. No party assumes any liability for any actions committed by any other party. However, each party to this Agreement agrees to cooperate fully with the other party in the defense of claims, pursuant to these provisions. This cooperation will include, but is not limited to, the following:
 - 1) Immediate notification to the other party of any accident or incident resulting in personal injury, damage or having the potential for liability;
 - 2) Immediate notification to the other party of any claim made against it alleging liability;

- 3) Permit a party of this Agreement to conduct a parallel independent investigation of any incident, and/or
 - 4) Make personnel and records available for purposes of the investigation or defense of any claim and/or legal proceeding to the extent permitted by law.
- D) This MOU is intended solely for the benefit of the parties hereto and their respective successors and permitted assign and is not for the benefit of, nor may any provision hereof be enforced by, any other person, organization, or entity.
- E) All immunities and privileges enjoyed by the parties under the Constitution of Alabama of 1901, and other applicable laws are specifically claimed by the parties and shall not be waived or compromised in any fashion by execution of this MOU.
- F) By signing this MOU, the contracting parties affirm, for the duration of the attached agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the MOU and shall be responsible for all damages resulting therefrom.

This MOU shall remain in effect until terminated as provided herein.

Effective this 9th day of February 2023.

City of Madison Board of Education

By: [Signature]
Dr. Ed Nichols, Superintendent

City of Madison ~~Police Department~~ Alabama

By: [Signature]
~~Johnny Gandy, Police Chief~~ Paul Finley, Mayor
Feb. 14, 2023

Attest: [Signature]
Lisa D. Thomas
City Clerk - Treasurer

National Children's Advocacy Center

By: _____
Chris Newlin, Executive Director