



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 6/26/2025

File ID: TMP-5646

Department: Police

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into a Memorandum of Understanding between the City of Huntsville, Huntsville City Board of Education, and the National Children's Advocacy Center.

Resolution No.

Finance Information:

Account Number: N/A

City Cost Amount: \$ 0.00

Total Cost: \$ 0.00

Special Circumstances:

Grant Funded: \$ 0.00

Grant Title - CFDA or granting Agency: N/A

Resolution #: N/A

Location: (list below)

Address: N/A

District: District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

Additional Comments:

MOU establishes the working relationship between the Huntsville Police Department, Huntsville City Schools, and the National Children's Advocacy Center in regards to the "Handle With Care" program.

RESOLUTION NO. 25-_____

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, and he is hereby authorized to enter into a Memorandum of Understanding by and between the City of Huntsville, Huntsville City Board of Education and The National Children's Advocacy Center, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said Memorandum of Understanding is substantially in words and figures similar to that certain document attached hereto and identified as "Memorandum of Understanding Between the City of Huntsville, Alabama, Huntsville City Board of Education, and the National Children's Advocacy Center." consisting of Five (5) pages, and the date of June 26, 2025 appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

ADOPTED this the 26th day of June, 2025.

President of the City Council of
the City of Huntsville, Alabama

APPROVED this the 26th day of June, 2025.

Mayor of the City of
Huntsville, Alabama



Memorandum of Understanding
Among
Huntsville City Board of Education,
City of Huntsville by and through its Police Department
and
The National Children's Advocacy Center
Notification of Exposure to Trauma

I. PURPOSE

- A. 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 Huntsville City Board of Education ("School"), the City of Huntsville by and through its 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.
- B. Notification of Exposure to Trauma.** This Memorandum of Understanding ("MOU") will focus on notification to School by LE via the HWC notification system 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 MOU will also address CAC's creation and maintenance of a confidential HWC database and automatic email notification system.
- C. Definition of Exposure to Trauma.** Exposure to trauma shall be construed broadly and shall include, but shall not be limited to any event or series of events in which an LE officer believes a child is a victim of, witness to, experiences or 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 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 a child has been exposed to trauma and should be reported to School via the HWC notification system, judgment should be exercised in favor of notification.

II. HUNTSVILLE POLICE DEPARTMENT ("LE") AGREES TO:

- A.** Send a notification, via the HWC notification to School system, identifying children who may have been present for police interactions or otherwise exposed to a potential trauma in the community following the notification protocol as outlined herein.
- B.** After LE officer's contact with a child potentially exposed to trauma, LE may enter the child's name and, if known, the school attended, into the HWC database.
- C.** Notifications will only include the child's name and school, if known. No additional information will be provided.
- D.** Follow LE training, policies and procedures regarding privacy and confidentiality.
- E.** Work with all parties to maintain the confidentiality of each child reported by LE to the HWC database for use by School as is consistent with the purpose of this MOU.

III. HUNTSVILLE CITY SCHOOLS ("SCHOOL") AGREES TO:

- A.** Designate and train a districtwide point person to receive and manage HWC email notifications at the District level, to ensure the notifications reach the designated point person within each school.
- B.** Designate and train one or more-point persons within each school to receive and properly manage HWC 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 sections II.B. and IV.B. 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 HWC notification identifying a child who has been potentially 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, LE school resource officers, 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**, unless not addressing the incident would be inconsistent with typical counselor protocol.
- 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. Allow the CAC to 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 as necessary to fulfil the purpose of this MOU but shall not be part of any student's permanent record.
- J. Work with all parties to maintain the confidentiality of each child reported by LE to the HWC database for use by School as is consistent with the purpose of this MOU.

IV. THE NATIONAL CHILD ADVOCACY CENTER ("CAC") AGREES TO:

- A. Create an electronic HWC database which will include the name of each child potentially 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 or the LE officer who made the report.
- B. Provide for automatic email notifications to School from the HWC database related to any child potentially 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 by 6:00 am on the morning following the child's exposure to trauma.

- C. Work with all parties to maintain the confidentiality of each child reported by LE to the HWC database for use by School as is consistent with the purpose of this MOU.
- D. Provide initial training on HWC with community partners.
- E. Provide trauma training with community partners.
- F. Act as HWC Coordinator, to ensure the model is implemented and maintained in an appropriate manner to maintain fidelity of the program.

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

- A. This agreement may be terminated by any party without cause upon thirty (30) days written notice of such termination delivered to the contact person designated for each other party.
- B. This agreement may be amended or extended only by written instrument as agreed upon by the parties with any and all necessary approvals of the governing bodies for each party.
- 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 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 all parties of any accident or incident resulting in personal injury, damage or having the potential for liability that is related to the purpose of this MOU;
 - 2) Immediate notification to the other party of any claim made against it alleging liability related to the purpose of this MOU; and/or
 - 3) Permit a party of this Agreement to conduct a parallel independent investigation of any incident if the incident is related to the purpose of this MOU.
- D. This MOU is intended solely for the benefit of the parties hereto and their respective successors and permitted assigns and is not for the benefit of, nor may any provision hereof be enforced by, any other person, organization, or entity.
- E. Beyond the HWC notification, no record of the names of the children reported or the reporting LE officers shall be maintained by the parties.
- F. 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.

- G. 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 Stat 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.
- VI. This MOU shall commence upon the execution of this document by all parties and remain in effect for **5 years**, unless terminated as provided herein.
- VII. The Parties agree that any form of electronic signature, including but not limited to signatures via facsimile, scanning, or electronic mail, may substitute for the original signature and shall have the same legal effect as the original signature.

Huntsville City Board of Education

By: _____
Dr. Clarence Sutton, Superintendent

City of Huntsville, Alabama

By: _____
Tommy Battle, Mayor

By: Kirk Giles
Kirk Giles, Police Chief

National Children's Advocacy Center

By: Chris Newlin
Chris Newlin, Executive Director