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**MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (MOU) is made by and between the Manatee County School District (“District”) and Bradenton Beach Police Department (“BBPD”), Bradenton Police Department (“BPD”), Holmes Beach Police Department (“HBPD”), Longboat Key Police Department (“LBKPD”), Palmetto Police Department (“PPD”), and the Manatee County Sheriff’s Office (“MCSO”), collectively referred to as the “Parties” or individually as a “Party.” This MOU shall be effective as of the date of the last-executed signature below (“Effective Date”).

**I. PURPOSE**

**The Larger Project**. To further implement an initiative aimed at addressing children's exposure to violence and trauma. Childhood exposure to violence and trauma, without the right supports, 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. This project 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.

**II. NOTIFICATION OF EXPOSURE TO TRAUMA**

Acknowledging the collaborative work already underway in the community around trauma and specifically around social and emotional health within the school system, this MOU will focus on notification to the District by law enforcement when a child is exposed to trauma or violence in the home or in the community to enable the child’s school to handle the child with care upon his or her arrival at school the next school day following the incident.

The phrase “trauma or violence” shall be construed broadly and by way of example and not by way of limitation, shall mean and include any event where a child is a victim or witness, experiences or is involved in, or is questioned relative to, any of the following: the abuse of a family member, loved one, or pet; abuse or neglect; child custody, visitation or support or other domestic relations controversy where there is law enforcement intervention; community violence; the commission of a crime; loss 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 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 there be a question as to whether a child has been exposed to trauma or violence; judgement should be exercised in the best interests of the child and in favor of notification.

**III. RESPONSIBILITIES OF MANATEE COUNTY SHERIFF’S OFFICE, BRADENTON BEACH POLICE DEPARTMENT, BRADENTON POLICE DEPARTMENT, HOLMES BEACH POLICE DEPARTMENT, LONGBOAT KEY POLICE DEPARTMENT, PALMETTO POLICE DEPARTMENT, THE DEPARTMENT OF CHILDREN AND FAMILIES, AND FLORIDA HIGHWAY PATROL (COLLECTIVELY “AGENCIES” OR INDIVIDUALLY “AGENCY”):**

1. Send notification to the District identifying children believed to have been exposed to trauma or violence which Agency’s personnel might benefit from increased care and/or attention from District personnel.
2. Notification shall be given by sending an email to designee of District stating the child’s name, approximate age, school attended (if known), the approximate time of the event, and the acronym “HWC.”
3. Notifications will contain no specific information about the incident in order to maintain privacy of the child and his or her family.
4. Otherwise maintain the confidentiality of victims, children, and families as required by law.

**IV. RESPONSIBILITIES OF THE DISTRICT:**

1. Appoint a designee (“Designee”) for receipt of notifications made pursuant to Section II, above, and receive notifications, from Agencies and disseminate them to the designated point persons within each school by forwarding to them the HWC e-mail notification from Agency.
2. Upon receipt of a notification identifying a child who has been exposed to trauma or violence, the designated point persons within each school will then disseminate the notification to appropriate teachers, social workers, guidance counselors, and any other relevant staff.
3. Provide identified children 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.
4. Provide education on trauma informed care to all school personnel, parents and guardians, as requested and/or as required by law.
5. Maintain the confidentiality of the child’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 child’s permanent record.

**V. TERMINATION.**

Any Party has the right to cancel this MOU with at least 30 days written notice to the other Parties. Should any Party terminate this MOU, then the MOU shall remain in effect as to all other Parties, unless terminated at the request of the District.

**VI. ADDITIONAL PARTIES.**

Additional agencies, whether or not a law enforcement agency, may become a party to this MOU upon execution of an addendum to this MOU between the District and such agency without ratification by Parties.

**VII. LIABILITY.**

Each Party shall be responsible for actions and/or omissions by that Party and its agents. No Party assumes any liability for any actions and/or omissions by any other party. However, each Party to this MOU agrees to cooperate fully with all Parties in the defense of any claims made against any Party. This cooperation will include, but is not limited to, the following:

1. Immediate notification to the applicable Party of any accident or incident resulting in personal injury, damage or having the potential for liability;
2. Immediate notification to the applicable Party of any claim made against it alleging liability;
3. Permitting the applicable Party to conduct a parallel independent investigation of any incident, and/or
4. Making personnel and records available to the applicable Party for purposes of the investigation or defense of any claim and/or legal proceeding to the extent permitted by law.

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

**MANATEE COUNTY SCHOOL DISTRICT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Dave “Watchdog” Miner, Board Chair Date

ATTEST:

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Cynthia Saunders, Superintendent Date

**MANATEE COUNTY SHERIFF’S OFFICE**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Sheriff Date

**BRADENTON POLICE DEPARTMENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chief Date

**LONGBOAT KEY POLICE DEPARTMENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chief Date

**PALMETTO POLICEDEPARTMENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chief Date

**BRADENTON BEACH POLICE DEPARTMENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chief  Date

**HOLMES BEACH POLICE DEPARTMENT**

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Chief Date