



ENDING VIOLENCE.
CHANGING LIVES.

20 International Drive
Suite 300
Portsmouth, NH 03801

24-Hour Hotline: 1-603-994-SAFE (7233)
Main Office: 603-436-4107 | Fax: 603-436-7951
www.havennh.org | info@havennh.org

MEMORANDUM OF UNDERSTANDING

BETWEEN

HAVEN and PHILLIPS EXETER ACADEMY

This Memorandum of Understanding (MOU) is entered into by Phillips Exeter Academy ("PEA") and HAVEN.

The MOU formalizes the commitment of the parties to work together to provide trauma informed services to student and employee victims of sexual assault, domestic violence, dating violence and stalking. The parties share the goal of preventing sexual assault, domestic violence, dating violence, and stalking on PEA's campus, and responding appropriately to students and employees who have been victimized.

I. Description of the Partner Organizations

HAVEN is dedicated to the prevention of child sexual abuse, domestic violence, sexual assault and stalking, while supporting victims, survivors and others impacted by sexual and domestic violence. Advocates can be reached 24 hours a day, 7 days a week to provide free and confidential services.

PEA was founded in 1781 and has a student body of approximately 1086 students in grades 9-12, plus post-graduate. It was founded with the intention to link goodness with knowledge, developing the consciences and training the minds of students so that they may usefully serve society. PEA seeks to provide this high-quality education in a safe learning environment. PEA employs approximately 575 faculty and staff.

II. The Role of HAVEN

HAVEN agrees to:

- a) Appoint a qualified Coordinator of Services ("HAVEN Coordinator") to focus on making services accessible to and appropriate for students and employees referred by PEA. This will require PEA to train the HAVEN Coordinator on PEA specific policies, protocols, and resources and then for the HAVEN Coordinator to train/inform HAVEN staff and volunteers on PEA specific policies, protocols, and resources.
- b) Make 24-hour crisis hotline services available to PEA students and employees.
- c) Offer 24-hour advocacy and support at police stations, hospital emergency rooms, and the courts as requested by students and employees.

- d) Provide confidential crisis intervention, advocate/counseling, information and referral, and accompaniment to medical and legal services as requested by students and employees.
- e) Provide PEA with information about how to access HAVEN services.
- f) Assist victim students or employees in filing a complaint or report with local law enforcement and/or campus security.
- g) Meet regularly with PEA Program Coordinator or designee to discuss: trauma-informed best practices, general data trends for our catchment area, impact of trauma for sexual assault survivors and secondary survivors, additional services that are needed by students and employees, and other issues of concern that have surfaced in our collective response or prevention efforts. HAVEN is prohibited from sharing confidential communication between victims and HAVEN Advocates as defined in NH RSA 173-C. Reasonable fee will be assessed based upon HAVEN fee schedule.
- h) Assist PEA with the development and provision of prevention programming and training to faculty, students and school officials. Reasonable fee will be assessed based upon HAVEN fee schedule.
- i) Provide professional training and consultation to the PEA community as mutually agreed upon. Reasonable fee will be assessed based upon HAVEN fee schedule.
- j) HAVEN is not an agent of PEA under the terms of this MOU.

III. The Role of PEA

PEA agrees to:

- a) Identify a central point of contact to support HAVEN services (the "PEA Coordinator").
- b) Provide training to PEA staff about: HAVEN resources that are available to student and employee victims of sexual assault and reporting procedures for victims who wish to access HAVEN services.
- c) Provide printed and online materials about reporting options for students and employees, including information about how to access the HAVEN and how to report a crime to campus or local law enforcement.
- d) Inform the HAVEN and the PEA community about PEA's prohibitions on retaliation, how allegations of retaliation can be reported, and what protections are available for students or employees who experience retaliation.
- e) Ensure availability of the PEA Coordinator to meet regularly with HAVEN.
- f) Collaborate with HAVEN on prevention approach and activities.

g) Provide training to HAVEN staff about on-campus resources that are available to student and employee victims of sexual assault, sexual violence, and/or relationship violence; the federal and state requirements for PEA 's response to sexual assault; reporting procedures for victims who wish to file a report with campus security and/or a complaint with local law enforcement; the student code of conduct and disciplinary process; victim accommodations and the educational supports that can be provided to victims of sexual assault.

h) Compensate HAVEN for training and consultation services provided.

i) PEA is not an agent of HAVEN under this MOU.

IV. Confidentiality

PEA and HAVEN affirm the importance of providing students with options for confidential services and support. All services provided by HAVEN to students and employees of PEA will be kept confidential except in the following circumstances:

a) If the student or employee wants information shared with PEA, campus security or local law enforcement, HAVEN will obtain informed consent for release of the information. When releases of information are required, they will be written, informed, and reasonably time-limited.

b) HAVEN will comply with all mandatory state reporting laws regarding child abuse and child sexual abuse.

c) HAVEN will provide PEA aggregate data about incidents of child sexual abuse, domestic violence, sexual assault and stalking to help PEA identify patterns or systemic problems. No personally identifying information (PII) will be provided. HAVEN will consult with victims regarding what information needs to be withheld to protect their identities.

By Betsy Haley
Betsy Haley, Program Director, HAVEN

Date 2-28-17

By Holly Barcroft
Holly Barcroft, General Counsel, Phillips Exeter Academy

Date 3/1/2017

By Lisa MacFarlane
Lisa MacFarlane, Principal, Phillips Exeter Academy

Date 2-28-17