

PROCESS FOR RESOLVING CLAIMS OF INAPPROPRIATE SEXUAL CONDUCT

OVERVIEW

Phillips Exeter Academy seeks to promote justice and healing for those who have been harmed as a result of inappropriate sexual conduct which occurred while they were a PEA student, while they were physically on PEA's campus, or under other circumstances where there may be an allegation of legal liability on the part of the Academy related to inappropriate sexual conduct. The procedures in this document are intended to provide a means to resolve fairly claims for financial and non-financial repairs made to PEA without the delays and further harm that can flow from civil litigation. The process is entirely voluntary and is intended to achieve final and prompt resolution.

In offering this process as a way to resolve claims of inappropriate sexual conduct, the Academy is not admitting to or conceding legal liability in any case.

BEGINNING THE PROCESS

The process begins when a former student submits a written statement to PEA's General Counsel alleging a claim of legal liability on the part of PEA and explaining the basis upon which the claimant alleges legal liability on the part of PEA for the inappropriate sexual conduct that occurred.

PEA offers all claimants immediate access to counseling services at its expense under the terms of its existing counseling support policy, and a claim of legal liability under this process will not affect a former student's right to access financial support for counseling services under that policy, which can be found here: <https://www.exeter.edu/about-us/our-commitment-safety/survivor-counselingtherapy-services>.

PEA reports all allegations of inappropriate sexual conduct to the Exeter Police Department, as well as any other allegations required by law to be reported (for example, under New Hampshire's Safe School Zones Act). If a claim required by law to be reported has not been previously reported to EPD, PEA will do so and will notify the former student in writing that a report has been made. To avoid any interference with an investigation or prosecution, claims submitted under this process will be stayed until after appropriate law enforcement authorities have completed their investigation and any prosecution, or have declined to prosecute, or have stated that they have no objection to the matter proceeding under this process. PEA will do its

best to cooperate with a former student in obtaining status updates from EPD.

REVIEW OF THE CLAIM

A. New Claims

For claims by former students who have not already been interviewed by PEA or its attorneys, PEA will retain and compensate a professional, trauma-informed, independent investigator, who will make a threshold determination of whether there is a factual basis to support the claim of legal liability on the part of PEA. The investigator will review the statement and other materials that may be relevant and may interview witnesses. If the investigator interviews other witnesses, and if the investigator prepares one or more memoranda summarizing those interviews, such memoranda may be shared with the former student (through their lawyer, if applicable) if the witness who is the subject of any given memorandum consents to such sharing.

The investigator will interview the former student. At the interview, lawyers for the former student and PEA may be present, but may not ask questions. The investigator will prepare a confidential memorandum summarizing the interview. That summary will be shared with the former student (through their lawyer, if applicable) for review. Both the former student and PEA acknowledge that the work done by PEA's counsel is protected by the attorney-client privilege, is attorney work product, and will not be made available to the former student or their attorney.

The investigator will prepare a confidential written report, with supporting documentation, and submit the report to PEA. The investigator will endeavor to complete the investigation and his/her report within 60 days of PEA's receipt of the written statement. If the investigator determines that there is no factual basis to support the claim of legal liability on the part of PEA, PEA may accept or reject that determination, and communicate that decision to the former student. If the investigator determines that there is no factual basis to support the claim of legal liability on the part of PEA, and if PEA accepts that determination, PEA will send a letter to the former student (through their lawyer, if applicable) providing a brief explanation for the determination. No claim will be rejected from this process simply because the statute of limitations has run. PEA will notify the former student in writing if it accepts a claim for mediation.

B. Previously Reported Claims

Former students who have previously been interviewed by PEA or its counsel need not participate in the investigative process in Part A above. Those students may seek to proceed directly to mediation by submitting a written request to PEA's General Counsel. If PEA declines to participate in mediation of any such claim, PEA will send a letter to the former student (through their lawyer, if applicable) providing a brief explanation for the determination. No claim will be rejected from this process simply because the statute of limitations has run. PEA will notify the former student in writing if it accepts a claim for mediation.

RESOLUTION OF THE CLAIM

If the investigator determines there is a factual basis to support the claim of legal liability on the part of PEA, it will proceed to mediation, which is a private, confidential process. Prior to mediation, the parties will sign a mutually acceptable confidentiality agreement. At a minimum, that agreement will provide that PEA agrees to maintain as confidential the identity of any individual who participates in mediation. PEA will not require further confidentiality from an individual, other than the amount of any financial settlement.

The mediation will take place in New Hampshire at a time and place mutually agreed upon by the former student and PEA, and using a mutually acceptable mediator. If a former student cannot travel to PEA due to medical, financial or other constraints, that student may opt to participate by videoconferencing, so long as the mediator and attorneys agree that such participation is feasible and will not compromise the mediation. Both parties must be represented by legal counsel at the mediation. To ensure a fair and equitable process, the fees for the mediation will be divided evenly between the former student and PEA. If the matter is resolved at mediation, the parties will enter into a binding settlement agreement and will exchange mutual releases.