

In re: Attorney General's Grand Jury Investigation into St. Paul's School  
(State of New Hampshire v. St. Paul's School)

**SETTLEMENT AGREEMENT**

WHEREAS, beginning in July, 2017, the Office of the Attorney General commenced a criminal investigation into St. Paul's School focusing on the issue of whether the School engaged in conduct constituting endangering the welfare of a child, contrary to RSA 639:3, and violations of RSA chapter 642, Obstructing Governmental Operations;

WHEREAS, the Merrimack County Grand Jury, sitting in Concord, initiated an investigation into these matters;

WHEREAS, as a result of the Grand Jury inquiry, and with the cooperation of St. Paul's School, thousands of pages of documents were produced for inspection by the Office of the Attorney General and the Grand Jury;

WHEREAS, pursuant to the powers of the Grand Jury, numerous witnesses testified regarding their knowledge of these matters;

WHEREAS, the Attorney General convened an investigative task force to pursue leads, interview witnesses, and gather evidence based on the documents and testimony provided to the Grand Jury;

WHEREAS, as a result of its investigation, the Office of the Attorney General has indicated its intention to seek indictments based on the New Hampshire child endangerment statute, RSA 639:3, I, against St. Paul's School regarding this matter;

NOW THEREFORE, the Office of the Attorney General and St. Paul's School agree to resolve this matter without a criminal proceeding in accordance with the terms and conditions set forth below. Such a resolution will facilitate the protection of children to a greater extent than a criminal proceeding, and will ensure a system of accountability, oversight, transparency, and training.

Accordingly, the Office of the Attorney General agrees that there will be no prosecution of St. Paul's School or its individual agents regarding the handling of past allegations of the physical abuse or sexual abuse of students by faculty or staff, or by fellow students, in exchange for the following:

A. Oversight of St. Paul's School (to include the Advanced Studies Program) by the Office of the Attorney General for a period of up to five years, such oversight to include:

1. A designated Independent Compliance Overseer ("Compliance Overseer") selected by the Office of the Attorney General from a list of three qualified applicants provided by St. Paul's School. The Office of the Attorney General may reject any or all of the applicants provided by St. Paul's School until a suitable candidate is selected. The Compliance Overseer shall not be an employee of St. Paul's School or have been previously

employed by St. Paul's School in any capacity, and shall otherwise be qualified by way of professional experience, education, and training. A description of the qualifications and responsibilities of the Compliance Overseer is set forth in Appendix A hereto. The salary and benefits package for the Compliance Overseer shall be mutually agreed upon by the parties, and shall be competitive given the requirements of the position.

2. Recognizing the independence of the Compliance Overseer is material to the terms of this Agreement.

3. The Compliance Overseer will have a dedicated office space on the campus of St. Paul's School, which will be accessible by the Compliance Overseer twenty-four hours a day. St. Paul's School will supply adequate administrative and technical support to the Compliance Overseer.

4. The Compliance Overseer shall review and assess compliance with this Agreement. The Compliance Overseer shall report at least bi-annually to the Office of the Attorney General regarding compliance and shall report any material instances of non-compliance immediately. The Office of the Attorney General will release each bi-annual report. The information contained in these bi-annual reports is detailed in Appendix A hereto.

5. The Compliance Overseer shall have broad access to the School grounds and facilities, the ability to inspect School records, and the ability to conduct interviews of School students and personnel. A more detailed description of the terms of this access is outlined in Appendix A hereto.

6. St. Paul's School shall bear the cost of the Compliance Overseer.

7. The inspection of medical records and mental health records maintained by St. Paul's School and/or Clark House will be addressed on a case-by-case basis by the parties and the Compliance Overseer, in order to comply with the applicable statutory privileges.

8. When records are required to be maintained as confidential under state or federal law by St. Paul's School, the Compliance Overseer and the Office of the Attorney General shall maintain the confidentiality of such records to the same extent as is required of St. Paul's School. This provision does not prohibit the Compliance Overseer or the Office of the Attorney General from referring instances of child endangerment, physical abuse or sexual abuse, neglect, or other criminal or potentially criminal conduct to local law enforcement or other state agencies responsible for the protection of children.

9. St. Paul's School shall designate at least one employee to coordinate its efforts to comply with and carry out its responsibilities under this Agreement. Such employee shall be an individual who is subject to the approval of the Office of the Attorney General, and shall be qualified for the position by way of professional experience, education, and training. This obligation need not be this employee's sole responsibility.

10. St. Paul's School shall implement steps to notify all admitted students and their parents prior to matriculation, and prospective employees prior to accepting an offer of

employment, of its obligations under this Agreement. The form of the notice is subject to review and approval by the Office of the Attorney General.

11. St. Paul's School Personnel are individually required to make immediate reports of conduct or behavior as required by New Hampshire law, or required by The Safe School Zone Memorandum of Understanding (MOU) between the Concord Police Department and St. Paul's School dated January 31, 2018. Any such report will also be provided immediately to the Compliance Overseer and the designated contact at the Office of the Attorney General. The report shall be made prior to the commencement of any internal investigation of the incident conducted by St. Paul's School. In consultation with law enforcement and the Compliance Overseer, St. Paul's School may thereafter take such action as it deems necessary to assure the safety and welfare of the St. Paul's School community, so long as St. Paul's School does not impair the integrity of the ongoing law enforcement investigation. St. Paul's School acknowledges that adherence to the terms of this paragraph are material to the terms of this Agreement.

12. In addition to the requirements of New Hampshire law, the required reporting shall be documented in writing and maintained by the St. Paul's School employee designated with coordinating the School's efforts to comply with and carry out its responsibilities under this Agreement. The required documentation shall be available upon request to the Compliance Overseer and the Office of the Attorney General.

13. To the extent necessary, St. Paul's School shall implement or revise mandatory training for all St. Paul's School faculty, staff, and students regarding the reporting requirements of RSA 169-C:3 as well as the obligations of St. Paul's School under the terms of this Agreement. The training program and any training materials are subject to the review and approval of the Compliance Overseer in year one of this Agreement and with respect to any amendments made thereafter.

14. St. Paul's School Board of Trustees and senior leadership shall, at the School's expense, undergo training with respect to trauma-informed responses to allegations of physical abuse or sexual abuse to be conducted by the New Hampshire Coalition Against Domestic & Sexual Violence or its designee. The training for Trustees shall take place upon appointment or reappointment to the Board for the term of this Agreement. The training for senior leadership shall take place on an annual basis for the term of this Agreement.

15. St. Paul's School shall evaluate and review its policies and protocols, to include the MOU with the Concord Police Department currently in effect, concerning the required documentation for all allegations made of physical abuse or sexual abuse of students by faculty, staff, or fellow students. To the extent necessary, St. Paul's School shall create or revise policies and protocols to include requirements that St. Paul's School create documentation of each instance of alleged physical abuse or sexual abuse of students by faculty, staff, or fellow students. St. Paul's School shall retain all documents and information relating to allegations of physical abuse or sexual abuse of students by faculty, staff, or fellow students for a period consistent with RSA 625:8, III(d). The obligation to retain documentation shall arise upon the report to St. Paul's School of alleged physical abuse or sexual abuse. The St. Paul's School employee designated with coordinating the School's efforts to comply with and carry out its responsibilities under this Agreement shall maintain

these records. These policies and protocols and any amendments made thereafter are subject to review and approval by the Office of the Attorney General. The required documentation shall be available to the Compliance Overseer and the Office of the Attorney General.

16. St. Paul's School shall evaluate and review its policies and protocols concerning the required documentation by Clark House Personnel for all allegations made of physical abuse or sexual abuse of students by faculty, staff, or fellow students. To the extent necessary, St. Paul's School shall create or revise policies and protocols to include requirements that Clark House Personnel shall create documentation of each instance of alleged physical abuse or sexual abuse of students by faculty, staff, or fellow students, and shall retain all documents and information relating to allegations of physical abuse or sexual abuse of students by faculty, staff, or fellow students for a period of consistent with RSA 625:8, III(d). The obligation to retain documentation shall arise upon the report to St. Paul's School or Clark House Personnel of alleged physical abuse or sexual abuse. These records shall be maintained by Clark House Personnel and/or the St. Paul's School employee designated with coordinating the School's efforts to comply with and carry out its responsibilities under this Agreement. These policies and protocols and any amendments made thereafter are subject to review and approval by the Office of the Attorney General from year one of this Agreement.

17. In addition to the requirements of New Hampshire law, St. Paul's School shall fully cooperate with any investigation by law enforcement or other state agencies responsible for the protection of children.

18. In addition to the requirements of New Hampshire law, once an allegation is made of physical abuse or sexual abuse of students by faculty, staff, or fellow students, St. Paul's School shall make all reasonable efforts to protect the safety and well-being of the alleged victim. St. Paul's School shall evaluate and revise as necessary its policies and protocols concerning the necessary steps to be taken to protect victims. These policies and protocols and any amendments made thereafter are subject to review and approval by the Office of the Attorney General.

19. St. Paul's School shall provide a dedicated and accessible space on campus for at least one victim advocate employed by or volunteering at the Crisis Center of Central New Hampshire or other provider of crisis center services as determined by the Office of the Attorney General in consultation with St. Paul's School. St. Paul's School shall provide transportation to crisis center services available off-campus at the Crisis Center of Central New Hampshire or other crisis center, as requested by the student. The advocate will not be an employee of St. Paul's School. The advocate will be available to meet in person with St. Paul's School students and will be knowledgeable about campus and community resources, support services, reporting options, and will be available to accompany the student to meet with School officials, law enforcement, or other resources. The advocate(s) will be available to students 24/7 through a toll-free crisis line. St. Paul's School shall regularly provide notice and information to students about the presence and availability of the advocate as well as victim's rights under RSA 21-M:8-k.

20. In the event that the Compliance Overseer finds that St. Paul's School has complied with this Agreement sufficiently and appropriately in the first three years of this Agreement, the Compliance Overseer shall make a recommendation to the Office of the

Attorney General regarding whether continued monitoring for the additional two years is needed, and if so, whether more limited monitoring and oversight might be appropriate. The Office of the Attorney General will consider the Compliance Overseer's recommendation, and in its sole discretion, may reduce the term of this Agreement to three or four years.

21. St. Paul's School shall bear the cost of the investigation conducted by the Office of the Attorney General in this matter.

22. There will be public disclosure of this Agreement.

23. The Office of the Attorney General will release a report concerning its investigation and will also release investigative materials, to include grand jury materials contingent on the required approval from the New Hampshire Superior Court. St. Paul's School agrees to waive any claim of confidentiality in the grand jury proceedings or records.

24. The parties agree that this Agreement can be amended by a writing executed by a duly authorized representative of the Office of the Attorney General and St. Paul's School, subject to prior Board of Trustee approval.

25. St. Paul's School represents and warrants that as of the date of this Agreement, it has disclosed to the Office of the Attorney General all material facts known to it, or facts that should be reasonably known to it with respect to the Office of the Attorney General's investigation of violations of RSA 639:3 and RSA chapter 642 arising out of conduct by Dr. David O. Pook and William R. Faulkner, Jr. St. Paul's School's representations under this paragraph are material to this Agreement and a breach of this provision shall entitle the Office of the Attorney General, in its sole discretion, to declare this Agreement null and void. In such event, the Office of the Attorney General may bring charges against St. Paul's School and the School agrees it will not assert a defense based on the statute of limitations to the degree such statute had not expired as of May 31, 2018.

B. St. Paul's School's failure to comply with any of the above obligations shall:

1. Constitute breach of this Agreement. In the event of such breach as determined by the Superior Court of the State of New Hampshire, the Office of the Attorney General may seek remedies to include the prosecution of St. Paul's School in any court of competent jurisdiction for any and all charges against St. Paul's School that are supported by the evidence.

2. St. Paul's School agrees that any prosecution subsequent to a breach of this Agreement is not barred by any applicable statute of limitations to the degree such statute had not expired of as May 31, 2018.

Agreement entered into on September 11, 2018 by:

The State of New Hampshire,

St. Paul's School,



Gordon J. MacDonald  
Attorney General  
State of New Hampshire

9/13/18



Archibald Cox, Jr.  
President  
St. Paul's School Board of Trustees

**APPENDIX A**  
**TO THE SETTLEMENT AGREEMENT DATED SEPTEMBER 11, 2018,**  
**BETWEEN ST. PAUL'S SCHOOL AND THE OFFICE OF THE ATTORNEY**  
**GENERAL FOR THE STATE OF NEW HAMPSHIRE**

**Independent Compliance Overseer**

1. The duties and authority of the Independent Compliance Overseer (the "Compliance Overseer") with respect to the Settlement Agreement, dated September 11, 2018 ("the Settlement Agreement") entered into between St. Paul's School ("SPS") and the Office of the Attorney General of the State of New Hampshire ("NHAG") are described below.
2. SPS will have a Compliance Overseer pursuant to the terms and conditions set forth in the Settlement Agreement.
3. The Compliance Overseer will maintain an office on campus at SPS, and make him/herself available as needed (in person or by phone) 24 hours a day. The Overseer shall use his/her independent discretion to determine how much time he/she will spend on the SPS campus.
4. The salary and related expenses of the Compliance Overseer will be paid by SPS.
5. The preferred qualifications for the Compliance Overseer shall be as follows:
  - a. Demonstrated expertise in addressing and preventing sexual harassment and sexual or physical abuse, preferably in an educational environment;
  - b. Familiarity with best practices and compliance in the areas of educational codes of conduct, student and employee handbooks, harassment and abuse policies and response protocols, and experience in assessing, implementing or enforcing such policies and protocols;
  - c. Past experience working in an educational environment with adolescent, teenage and/or young adult students;
  - d. Experience with New Hampshire criminal laws and state and federal laws related to the rights of crime victims;
  - e. Experience with the victim-centered or trauma-informed models of crisis intervention;
  - f. Experience with New Hampshire state and federal laws related to privacy issues and abuse reporting requirements;
  - g. Proven ability to thrive in a dynamic work environment.
6. The Compliance Overseer's primary responsibility will be to assess and monitor SPS's compliance with the terms of the Settlement Agreement. This includes:

- a. Contemporaneous reporting to the NHAG of any sexual or physical abuse allegations that have been reported by SPS to the Concord Police Department or and other agency (as required under Settlement Agreement, Section A, Paragraph 11, or as required by law);
  - b. Regular reporting to the NHAG regarding the status of SPS's compliance with the terms of the Settlement Agreement, including immediate reporting of any instance(s) of non-compliance;
  - c. Producing a formal report bi-annually to the NHAG on the status of SPS's compliance in accordance with Section A, Paragraph 4 of the Settlement Agreement and Paragraph 7 below;
  - d. Reviewing the adequacy and implementation of SPS's sexual and physical abuse training program, policies and materials, and revising the same as necessary, as set forth in Section A, Paragraph 13 of the Settlement Agreement;
  - e. Reviewing the adequacy of SPS's policies and protocols related to documenting and reporting allegations of physical or sexual abuse, including with respect to Clark House medical records kept with regard to such reports, and revising the same as necessary, as set forth in Section A, Paragraphs 15 and 16 of the Settlement Agreement. Such effort shall not be in contravention of any privacy regulation or other related legal limitation.
7. The bi-annual report issued by the Compliance Overseer to the NHAG pursuant to Section A, Paragraph 4 of the Settlement Agreement shall include:
- a. A summary of the Compliance Overseer's assessment of the status of SPS policies related to sexual harassment and sexual and physical abuse;
  - b. A numerical summary of sexual harassment and/or sexual or physical abuse incidents involving students that the Compliance Overseer has been made aware of since the issuance of the prior bi-annual report to the NHAG;
  - c. The report shall not contain identifying information regarding current or former students or employees, or contain other identifying information.
8. The Compliance Overseer shall have broad access to the school personnel and records as set forth in Section A, Paragraph 5 of the Settlement Agreement. The Compliance Overseer:
- a. Shall have free access to SPS students and shall work with SPS to evaluate the need for parental consent with respect to the Compliance Overseer's work;
  - b. Shall not conduct his/her own internal investigation into reports of sexual harassment or sexual or physical abuse. As stated above, the Compliance Overseer's role is limited to compliance with the Settlement Agreement, but



the Compliance Overseer is not charged with independent investigation obligations.

9. Except as required by the Settlement Agreement, a court order, or as otherwise authorized by SPS and the NHAG acting together, the Compliance Overseer:
  - a. Shall be permitted to monitor classes, school activities, sports clubs and activities and other community events in a discrete manner, but shall avoid having his/her presence result in distraction or disruption to students or SPS staff members;
  - b. Shall not accept employment or provide consulting services that would present a conflict of interest with the Compliance Overseer's under this Settlement Agreement.
10. The Compliance Overseer is expected to honor all legal privacy protections as afforded by law. Nothing in the Settlement Agreement or this Appendix thereto eliminates the privacy rights of any student with regard to his/her personal, educational or medical information.
11. Pursuant to the terms of the Settlement Agreement, SPS shall cooperate in good faith with the Compliance Overseer. This shall include:
  - a. Recognizing the independence of the Compliance Overseer is material to the terms of the Settlement Agreement;
  - b. Providing access to all documents and records (not otherwise protected by the Attorney-Client Privilege or any other applicable legal or privacy privilege);
  - c. Providing reasonable access to employees and students as appropriate and in accordance with all applicable laws;
  - d. In the event there is a dispute between SPS and the Compliance Overseer regarding access to documents, records or other information, the Compliance Overseer and SPS jointly shall include the NHAG office in discussion in an effort to resolve such dispute.