

Protocol for the Independent Healing and Reparations Program for the Sikh Dharma Community

~ A Component of the Compassionate Reconciliation Project ~

May 25, 2022

A. Introduction

The Siri Singh Sahib Corporation (“SSSC”) is a nonprofit entity organized to further the mission of the vibrant, global Sikh Dharma and Kundalini Yoga Community (“Community”) established in the 1970s by Yogi Bajan. Our Community of Sikhs, spiritual leaders, yoga teachers, students, volunteers and seekers from all walks of life are bound together by our joy of community and the transformational power of our teachings to bring positive change to ourselves and our world. Our dharmic and yogic traditions have existed for many centuries. Over the past five decades, they have reached hundreds of thousands of individuals across the world who embrace the foundational principles of Sikh Dharma and Kundalini Yoga, including healthiness, happiness, and holiness. Community members and adherents to these practices commonly lived and worked in the Community, built their families in the Community, and sent their children to boarding schools in India and other youth programs that aspired to teach and support the Community’s beliefs and practices. Yogi Bajan passed away in October 2004, but the Community has continued to expand and prosper in numerous ways.

In November 2012, SSSC became the first elected governance body of the family of organizations that advance and support the Community.¹ Since that time, it has implemented policies and procedures to create a safe environment for the Community worldwide. For example, in 2014, SSSC created the Office of Ethics and Professional Standards (“EPS”), which has a transparent process for lodging complaints of ethical violations by Kundalini Yoga teachers or Sikh Dharma Ministers.² Also in 2014, an anti-bullying program was instituted at Miri Piri Academy, a Community-affiliated international boarding school in Amritsar, India, to address reports of an unhealthy school culture. Ongoing work to ensure a safe environment at the school continues today.

Over the last two years, it came into sharp focus that current and former Community members were sharing experiences of serious harm in connection with the Community. Some have described sexual misconduct by Yogi Bajan, and others experienced a variety of harms while attending the schools in India and other youth programs. SSSC promptly took steps to respond to these concerns in a transparent manner, including forming the Collaborative Response Team (“CRT”) comprised of leaders from its family of organizations; issuing regular

¹ Statement on Commitment to Safety, Ethics & Professional Standards Conscious Conflict Resolution, <https://securereservercdn.net/166.62.108.196/fjs.ed8.myftpupload.com/wp-content/uploads/2020/08/29.07.2020-Commitment-to-Safety-Final.docx.pdf> (dated July 29, 2020).

² *The EPS Complaint Procedure*, The Collaborative Response Team, <https://www.ssscresponseteam.org/post/the-eps-complaint-procedure> (Feb. 20, 2020).

statements to Community members at large; commissioning an independent group to collect reports of harm by and statements of support for Yogi Bhajan; and retaining Just Outcomes, an organization trained in restorative justice to guide the Community's next steps towards healing.

SSSC implemented "Listening Tours," informal virtual sessions to provide spaces for personal processing, community dialogue, and sharing about individual and collective experiences of harm. SSSC has also provided funding for free, confidential professional counseling services to any person alleging harm as a result of their experiences within the Community ("SSSC Counseling Program"), and this counseling support remains available today.³

In August 2020, the CRT implemented the Compassionate Reconciliation Project ("CRP"), a partnership initiative with Just Outcomes to promote opportunities for healing, relational repair, and transformation through restorative justice principles and other healing modalities. With the help of the CRT, as part of the CRP, the Compassionate Reconciliation Commission ("CRC") was formed. The CRC is composed of Community members from different groups and perspectives, including reporters of sexual harm; members concerned with harms reported in schools and youth programs; members concerned by the institutional response to the reports of harm; SSSC Board members; Sikh Dharma leadership and representatives; representatives of the yogic community, and others.⁴

In addition to these important actions, and in keeping with its spiritual values, SSSC now wishes to take further steps to take institutional responsibility for extending care to those who are hurting, and to acknowledge and repair the individual harms reported. Thus, it is implementing this Independent Healing and Reparations Program ("IHRP" or "Program"). As further described below, this Program offers an independent, confidential, and trustworthy process for reporters of harm to be heard in a supportive and non-confrontational environment, and for eligible individuals to receive compensation in the form of reparations to further promote individual healing. In addition, the Program—as a component of the CRP—will include broader, complementary work to support and restore the Community.

B. Program Structure

1. Program Protocol

This Protocol has been developed by professionals with experience administering reparations programs and has been approved by the Board of Trustees of the SSSC. It reflects input from Just Outcomes and other key advisors.

³ To enroll or receive more information about the SSSC Counseling Program, please contact counseling@epsweb.org.

⁴ See <https://www.sssc.org/committeescommissions-of-the-sssc.html> for a complete list of CRC Members.

2. Independent Claims Administrators

The IHRP will be administered by Independent Claims Administrators—one or more third-party neutrals unaffiliated with the Community with experience administering reparations programs and settlement funds, mediating, facilitating, and/or otherwise addressing reports of individualized harm (“Administrators”).

The Administrators will have sole decision-making authority in determining whether claimants meet the eligibility requirements of the Program, assessing the claims presented, and making reparations awards. SSSC agrees to abide by the Administrators’ determinations and promptly pay all awards accepted by claimants.

In addition, the IHRP will have a Program Compliance Advisor (“Compliance Advisor”) to periodically monitor the Program and the Administrators, ensure compliance with the Protocol, and act as an independent resource and liaison, if needed, to help resolve any issues with respect to adherence to this Protocol, including replacing an Administrator if necessary.

At the mid-point and conclusion of the Program, at a minimum, the Administrators will report to SSSC on the process, experiences, and results of the IHRP. In the final report at the conclusion of the IHRP, the Compliance Advisor will report on whether the Administrators complied with the Protocol. No program reports will include identifying claimant information consistent with Section D below, which addresses claimant privacy and confidentiality concerns.

3. Claimant Support Facilitator

As part of the Program, a Claimant Support Facilitator (the “Facilitator”) will be available to assist claimants, if they so desire, in explaining the reparations program and claims process, and submitting their claims to the Program. Likewise, after the Administrators’ determination, if the claimant seeks assistance in accessing support services, the Facilitator will be available to help connect claimants to spiritual or secular resources in their area.

The Facilitator is a neutral and independent party available to assist claimants. The Facilitator is not an attorney or advocate, and will not be representing any claimant in this Program. Each claimant may decide if they wish to use the services of the Facilitator, which are completely optional. The role of the Facilitator is not to make determinations, representations, or recommendations about a claimant’s eligibility, the validity of the claim, or the amount of reparations a claimant should receive—all of which are reserved to the sole discretion of the Administrators. In addition, no claimants will be favored or penalized if they choose to work with the Facilitator or elect not to do so.

C. Claims Administration Process

1. Eligibility

Participation in the IHRP is purely voluntary and is offered at no cost to the claimant. It is available to all eligible claimants (detailed below) regardless of when the reported harm occurred, and regardless of whether the harm was previously reported to SSSC or any other affiliated organization. This means that no claim will be denied on the basis of it being untimely

or not previously reported, so long as the claim is submitted during the IHRP claim period described below. Please note that claims received through the IHRP, whether or not they are eligible for the Program, will be reported to appropriate law enforcement agencies as required by mandatory reporting laws.

Subject to the Administrators' individualized claim review, the following reports of harm are eligible for reparations through the Program:

- Claims of harm experienced by any student or other minor from the Community who attended a Community-affiliated or Community-promoted boarding school program in India, Community ashram exchange program, Community-run camp, or other Community-run youth program,⁵ regardless of when the harm occurred, including: sexual abuse, physical abuse, and emotional or mental harm whether perpetrated by a staff member or peer; or other harm related to poor conditions at the school/camp for which the school/camp had responsibility and control; *and*
- Other claims of sexual abuse perpetrated by any non-school related Community leader or member within institutional control,⁶ regardless of when the harm occurred; *except that*
- Any claimant who previously entered into a settlement agreement that released all liability for the report of harm will not be eligible to participate in this Program.

For purposes of this Protocol, all references to "claimant" will include the legal representative of a claimant.⁷ Legal representatives must supply proof of representative

⁵ India school harm is eligible for reparations if it was experienced by a Community member while attending one or more of the following schools or programs: Guru Nanak Fifth Centenary School ("GNFC"), Guru Ram Das Academy ("GRD"), Sant Singh Sukha School ("4S"), school programs associated with "A Block" and "D Block," and Miri Piri Academy ("MPA"). In addition, harms experienced at Community-run exchange programs, camps, and other youth programs within the control of SSSC, an affiliated entity, or predecessor entity are eligible for reparations.

⁶ For the purposes of the IHRP, a Community leader or member within institutional control means a person employed by, expressly acting as a representative of, or subject to day-to-day direction, oversight, and control by SSSC or one of its affiliated entities, including predecessor entities. For example, a claim against Yogi Bhajan, the leader of a local ashram, or a Sikh Dharma minister acting in their ministerial capacity would meet this definition and be eligible for the IHRP. However, a claim against an independent yoga teacher, even if certified in Kundalini Yoga, would not be eligible because the accused person was not employed by, expressly acting as a representative of, or subject to day-to-day direction, oversight, or control by SSSC, KRI, or another entity. Likewise, claims against a member of someone's family, another ashram resident, or a fellow yoga student also would not meet this definition.

⁷ For purposes of the IHRP, the term "legal representative" shall mean: (1) in the case of a claimant who is currently a minor, a parent or legal guardian authorized under law to serve as the minor's legal representative; (2) in the case of an incompetent or legally incapacitated claimant, a person with proof that he or she has been duly appointed as the claimant's legal representative in accordance with applicable law; (3) in the case of a claimant who was deceased prior to the effective date of the Program or a claimant who submitted a claim while alive but passed away during the claims process, the spouse, descendant, relative or other person who is authorized by law to serve as the decedent's legal

capacity, such as power of attorney, guardianship, appointment as guardian or attorney ad litem, or the equivalent – as is required to establish authority to act in a representative capacity under the law of the resident state of the decedent, minor, or incompetent or legally incapacitated individual.

2. Registration

The IHRP will commence on June 8, 2022 with an online registration process for individuals who are interested in participating. To register, claimants will need to provide their name, preferred contact information, and a brief summary of the nature of their claim. Specific information regarding how and where to register will be available soon. Upon registration, an initial eligibility review will be completed, and the Administrators will send each potentially eligible claimant more information about the Program, including a claim form. By registering, claimants do not commit to submit a claim, but simply to receive more information about the Program and have the opportunity to submit a claim. The registration process is expected to close on August 19, 2022, but may be extended for good cause.

3. Claim Form & Claims Period

Potentially eligible claimants will receive a claim form, which they must timely complete and submit to the Program to initiate a claim with the Administrators. The claim form will provide the opportunity for claimants to provide more details about their experiences of harm and the impacts of the harm on their lives. In addition, the claim form will inquire about any personal, non-economic reparations claimants believe would contribute to their healing.

As further detailed below, claimants are invited to provide corroborating or supporting documentation to allow the Administrators to review, process, and evaluate the claim. However, if the claimant wishes only to complete the claim form and provide no additional documentation, the Administrators will consider the claim based on the information provided. Importantly, the IHRP is a forward-looking healing program—it is not intended to be a reimbursement program for any prior expenses, so it is not necessary to submit that level of documentation and receipts.

If a claimant submits an incomplete claim (e.g., the claimant failed to include required information or failed to sign the claim form), the Administrators will notify them, explain the additional information that is needed, and work with the claimant to assist in submitting a complete claim.

The claims period for filing a claim with the IHRP is September 1, 2022 through December 31, 2022. All claims must be submitted to the IHRP within this period. Claimants must submit a signed claim form for their claim to be considered.

4. Opportunity to Be Heard

Each claimant is invited to meet with and be heard by the Administrators prior to the determination of their claim, whether or not they previously met with the Facilitator. Claimants

representative; or (4) an attorney authorized to represent the claimant, in which case the claimant must provide a retention agreement signed by both the claimant and the attorney to the Administrators.

are encouraged, but not required, to participate in a meeting with the Administrators. Upon request by the claimant or the Administrators, the parties can meet in-person (if feasible), by video conference, or by telephone to further discuss the claim. No representative of SSSC or any of its affiliated entities will be present or participate in the claimant's meeting with the Administrators.

5. Claim Evaluation & Determination

The Administrators will evaluate each eligible claim in a prompt and fair manner, and ensure each claimant is afforded a respectful, non-adversarial, and trauma-informed claims process. All claimants will be treated with dignity and fairness without regard to race, color, sexual identity or orientation, national origin, religion, gender, or disability. To ensure claims will be adjudicated fairly, the Administrators will manage the process so that all claimants can equally access the Program's claim submission process. For example, individuals with disabilities will be given the opportunity to effectively communicate their claims and to request special process accommodations. Likewise, accommodations will be made for individuals with language barriers to ensure that they have meaningful access to the Program. Finally, the Administrators will ensure the Program is accessible to claimants who choose to be represented by counsel and those who choose to submit their own claim without hiring an attorney.

The Program will offer an efficient claims process. The Administrators will work to achieve a 90-day claims process on average, which represents the time between a claimant's complete claim form submission and the Administrators' issuance of a claim determination and any reparations offer.

For the purpose of protecting the integrity of the Program and maximizing resources for legitimate claims, the Administrators will institute reasonable measures to prevent the payment of fraudulent claims, including taking steps to verify claims and analyze submissions for inconsistencies, irregularities, or duplication. To help with this effort, each claimant will be asked, when signing the claim form, to certify the information provided is true and accurate to the best of the claimant's knowledge. The Administrators will take appropriate action if they determine, in their sole discretion, that a false or fraudulent claim was submitted to the Program, including referring the matter to law enforcement.

The Administrators will have sole decision-making authority to determine a claimant's eligibility for reparations and the level of compensation that should be offered. In making this determination, the Administrators will consider all information provided by the claimant and the meeting with the claimant, if there is one. The Administrators will also request and consider relevant information and documentation from an SSSC liaison bound by confidentiality, and all efforts to substantiate claims and related facts will respect claimant confidentiality to the greatest degree possible under the circumstances. Whenever documents maintained by SSSC or its affiliated entities are provided to the Program, such materials will be reviewed by the Administrators, but will not be available for inspection, review, or copying by the claimant, his or her representatives, or any other person during or after the Program. By submitting a claim to the Program, claimants consent to SSSC providing any relevant information regarding the claim to the Administrators, including any materials previously provided by the claimant to SSSC or its affiliated entities. Additional documentation may be requested at the discretion of the Administrators. Both the claimant and SSSC will be afforded the opportunity to submit

information deemed relevant to the evaluation and determination of the claim to the Administrators before the final disposition of the claim.

As relevant to any particular claim, the Administrators shall consider the following non-exclusive factors in determining the amount of reparations to be offered to any eligible claimant:

- The nature and extent of the reported harm to the claimant;
- The age of the claimant when the reported harm occurred;
- The nature and extent of the impacts the reported harm had on the claimant, including physical, emotional, psychological, spiritual, personal relationship, academic, and employment-related impacts;
- The claimant's personalized healing needs, including future counseling support and available resources in the claimants' country of residence;
- Whether the claimant received or will continue to receive financial compensation from the organization in any other form,⁸ which the Administrators may generally take into account but may not apply a direct offset; and
- Other factors the Administrators, in their discretion, deem important to consider in their overall assessment of claims.

The Administrators, after fairly considering all of the information available, will determine if the claim has sufficient veracity to warrant an offer of reparations and the appropriate amount to offer the claimant. Importantly, the Administrators will focus on the genuineness and reliability of the claim that harm occurred, not identifying or substantiating that any particular accused person committed the harm. As part of its claim review process, the Administrators value having as much information as the claimant is willing to provide. They will consider all appropriate factors, including but not limited to the documentation provided, and any corroboration or other circumstantial evidence regarding the nature, frequency, time, and other details of the reported harm or surrounding circumstances. If the claimant so chooses, such support may include medical or counseling records relevant to the harm, or contemporaneous notification or documentation of the harm by the claimant. That said, as to school-related claims, there is no requirement that claimants provide documentation of their attendance, previously reported experiences or conditions at the school, or other school information that would be in the possession and control of SSSC and its affiliated entities.

The Administrators' claim determination and amount of any reparations award will be binding on SSSC, but the claimants will have the right to accept or reject the offer as detailed below. Furthermore, for claimants who identify non-economic requests that would support their healing, the Administrators will direct those requests to the Facilitator to coordinate review of the request with SSSC and/or its advisors, and respond to those claimants.

6. Claim Determination & Reparations Offer

As soon as the claims review process is complete, the Administrators will promptly issue a letter to the claimant conveying the decision on the claim and the amount of any reparations

⁸ This type of financial support from Community assets does not include paid wages for positions in Community-affiliated organizations.

offered. The Administrators will not issue a reasoned opinion detailing their analysis of the claim. This letter will enclose a copy of the Program release to be signed if the claimant accepts the offered reparations, as well as information regarding payment instructions. The Administrators' offer of reparations must be accepted by the claimant within 60 days of its issuance, after which it will no longer be valid.

7. Request for Reconsideration

SSSC will have no right to contest or challenge the final claim determination by the Administrators. The claimant, however, may request the Administrators reconsider their claim determination and reparations offer. While claimants are expected to provide all relevant information they wish to share with the Administrators during the initial phase of the claims review process, they may provide additional information to the Administrators at this stage if it was previously unavailable or would materially support reconsideration of the reparations award. If so, the claimant will need to submit that information to the Administrators with the request for reconsideration within 30 days of issuance of the original claim determination. If the claimant has nothing further to add to the record, the Administrators' decision will be final. There is no other mechanism for either party to appeal the final decision of the Administrators to any other party. If the Administrators agree to reconsider a claim determination, they will complete that additional review and respond to the claimant within 30 days of receipt of the additional information or documentation.

8. Reparations Payment & Release

If the claimant decides to accept the Administrators' offer of reparations, the claimant will sign a release of all past and future claims against the SSSC and its affiliated entities as a condition of compensation (the "Release"). Claimants who elect to reject the offered reparations retain any and all of their legal rights.

By submitting a claim in this Program, a claimant is seeking to resolve all claims against all responsible parties arising from the claimant's involvement in the Community. If a claimant chooses to accept a reparations payment pursuant to this Program, the claimant will be required to sign a full Release, in a form satisfactory to SSSC, of all past and future claims against any party relating to such allegations of harm. Before signing a Release, the claimant will be required to consult with an attorney selected by the claimant or, if the claimant so requests, an attorney not affiliated with SSSC or any related entities will be provided by the Program to give free legal counseling to the claimant for the sole purpose of advising the claimant concerning the language and binding nature of the Release. As the Release will detail, it will waive any rights the claimant may have against SSSC and its affiliated entities to assert any claims relating to allegations of harm of any kind and bar, for example, future legal action associated with such claims. Because an award from the Administrators will take into account a claimant's future counseling needs, the Release will also exclude a claimant from future eligibility for the free services provided through the SSSC Counseling Program. The Release will not operate to preclude or limit the claimant's ability to report and discuss any reports of harm with law enforcement.

Upon the claimant's acceptance of the Administrators' determination and receipt of the claimant's signed Release, the Administrators will authorize payment, by check or electronic

funds transfer, to each eligible claimant. If so requested by the claimant, the Administrators will work with the claimant to offer alternatives to lump-sum payments, such as an annuity administered by a third party.

No one affiliated with this Program will provide tax or legal advice to those receiving reparations payments from this Program. Claimants are urged to consult with a tax advisor concerning any questions regarding tax liability for payments to be received pursuant to this Program.

D. Privacy Protections

1. Commitment to Claimant Privacy

By submitting a registration or a claim form, all claimants agree they are accessing the IHRP as a confidential mediation program under New Mexico law to utilize the services of third-party neutrals to facilitate communication, promote reconciliation, settlement, and understanding between and among parties, and assist the parties in reaching agreement regarding a dispute. See N.M. Stat. § 44-7B-1, et seq. As such, the Program will treat personal claimant information as confidential, and information submitted to the Administrators by the claimant will only be used and disclosed for the following purposes:

- Reports to law enforcement as required by law;
- Internal and/or criminal investigations of any newly reported harms committed by living individuals, including any persons still involved in or employed within the Community;
- Evaluating and processing the claimant's registration, claim form, and/or supporting materials to reach an accurate claim determination and reparations award, including payment-related procedures and reimbursements with all involved persons agreeing to be subject to confidentiality;
- Other Program administration, including work by the Facilitator and/or Program Compliance Advisor;
- Any other work to ensure the protection of children under the safe environment policies of the EPS, SSSC, and SSSC's related entities; and
- Response to, or defense of, any demand or claim that violates a signed Release.

Nothing in the foregoing list of protections will prevent the Program or SSSC from reporting on the Program using anonymized data and statistics.

To protect the privacy of claimants who participate in the IHRP, the Program will destroy its records of all personal identifying information provided by a claimant during this process one year after the Program concludes. Original, signed releases will be retained in a confidential manner consistent with this Section D.

All of these confidentiality and privacy protections are subject to law, regulation, and judicial process, such as an order compelling compliance with a lawful subpoena.

2. Claimants Not Bound by Confidentiality

Participating claimants may, at their option, elect to disclose any information about their reports of harm, the factual circumstances surrounding their reported harms, their Program claim, and/or their personal experience in the Program to any other party—publicly or privately. No aspect of this Program shall preclude or limit a claimant's ability to report and discuss any report of harm with law enforcement.

The Release will provide that the amount of reparations accepted by the claimant shall remain confidential, except if the claimant chooses to share the amount with immediate family members or necessary professionals, such as accountants or tax advisors.

Nothing in this Protocol or the Release will entitle a claimant to make false or defamatory statements about the Program or the disposition of his or her claim in the Program; if such false statements are made, the Program and/or SSSC will not be bound by confidentiality to the extent necessary to correct or defend against such false assertions.

E. Community Healing Initiatives

To complement the individualized reparations process available through the IHRP, SSSC wishes to support additional opportunities to restore and heal the Community as part of the CRP with its affiliated entities, advisors, supporting groups, and resources. To do so, SSSC reaffirms its commitment to developing and supporting additional programs through a participatory process with the Community that honors the vision for a shared future. SSSC is currently focused on pursuing initiatives to address the following priority objectives:

- Ongoing and sustained support for the future leaders of our Community (including Second Gen), including, but not limited to:
 - A voluntary process to illuminate, share, and collect experiences reported by individuals who attended boarding schools in India to utilize for education and further improvement of school culture and safety; and
 - Pro-active opportunities to share in the leadership of the institutions of SSSC;
- Improvements to ensure an open, accessible, and trauma-informed process to receive and address reports of any kind of harm in our Community;
- SSSC Counseling Program assessment, including administrative resources to support its ongoing functionality and benefits to the Community; and
- Community reconciliation opportunities, programs, and/or processes.

SSSC may modify and add to these priority objectives, as needed, in collaboration with its affiliated entities, advisors, supporting groups, and resources.