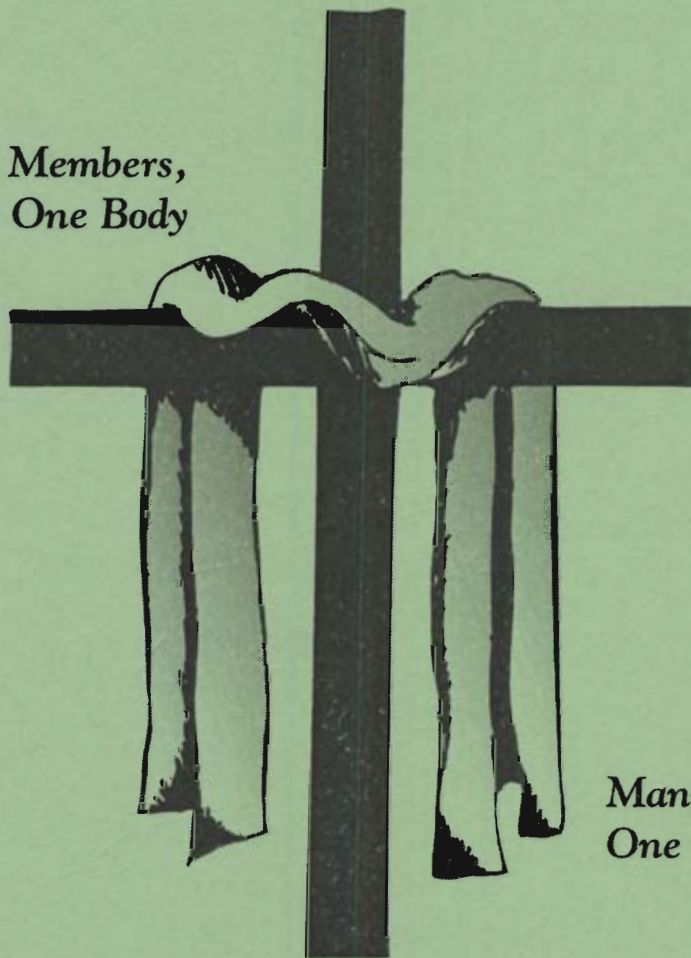


***P-6(b)***

***School Employee Handbook  
(Including Addenda and  
Acknowledgments)***

# THE ARCHDIOCESE OF SAN FRANCISCO

*Many Members,  
One Body*



*Many Gifts,  
One Spirit*

## SCHOOL EMPLOYEE HANDBOOK





## THE ARCHDIOCESE OF SAN FRANCISCO

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### **ACKNOWLEDGMENT AND AGREEMENT**

*This is to acknowledge that I have received a copy of the Employee Handbook of the Archdiocese of San Francisco and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligations of employment with the Archdiocese. I understand and agree that it is my responsibility to read and familiarize myself with the provisions of the Employee Handbook and to abide by the rules, policies and standards set forth in the Employee Handbook, and I consent to all the provisions contained herein.*

*I also acknowledge that the terms and conditions set forth in this handbook may be modified, changed or deleted, provided such changes are in writing and signed by the Archbishop, Vicar General, or the Vicar for Administration. Any agreement of any kind pertaining to my employment must be in writing.*

*I also acknowledge that my employment with the Archdiocese is at-will and is not for a specified period of time (unless I have executed an Archdiocesan employment agreement covering a specific term which meets the conditions set forth in Section I.C.6 of the Handbook); and can be terminated at any time for any reason, with or without cause or notice, by me or by the Archdiocese. I acknowledge that no statements or representations regarding my employment can alter the foregoing. As to the circumstances in which employment may be terminated, this is the entire agreement between me and the Archdiocese; there are no oral or collateral agreements of any kind.*

\_\_\_\_\_  
*Employee signature*

\_\_\_\_\_  
*Employee's name [Printed]*

\_\_\_\_\_  
*Date*

**[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]**





# THE ARCHDIOCESE OF SAN FRANCISCO

OFFICE OF THE ARCHBISHOP

ONE PETER YORKE WAY, SAN FRANCISCO, CA 94109-6602 (415) 614-5500

January 1, 2005

Dear Colleague,

With this letter, I am pleased to present to you a copy of the new **Employee Handbook**. This handbook supersedes the Personnel Guidelines for Parish Use (Revised) May 1994, and subsequent revisions, and replaces all prior handbooks, policies or practices. It has been developed in order to place our working relationship firmly in the context of Church teachings, while, at the same time, respecting the employment laws established by civil society.

In presenting this **Handbook** to you, let me also express my sincere gratitude to you and your colleagues in the Archdiocese of San Francisco in service to our local Church. As an employee, you join with many other employees - lay, religious, deacons and priests - in carrying out the mission Jesus Christ entrusted to His Church.

It is my sincere hope that together we will be able to achieve our mission as Church through mutual cooperation and dedicated service.

May God bless our work.

Sincerely yours in Christ,

+ *William J. Levada*

Most Reverend William J. Levada  
Archbishop of San Francisco





## FOREWORD

The Roman Catholic Church as both the People of God and as a historical institution is called to respond in a pastoral manner to all that she encounters. It is this pastoral dimension which makes us different from some other organizations and institutions and which must play a role in all of our decisions. It is this spirit which must permeate all of our relationships. It is the goal toward which we constantly strive.

At the same time, the Church is an institution existing within a civil society. As such, we promote those civil relationships that respect individual and corporate rights. This Employee Handbook attempts to clarify the civil relationships between the Church in its role as "employer" and its dedicated co-workers as "employees." Unfortunately, the complexities of our modern day legal system necessitate the insertion of precise "legalistic" language in various parts of this Handbook. However, the spirit of Christian concern should be the hallmark of our relationships and the guiding principle in addressing matters that are part of our day-to-day relationships as persons in society.

This Employee Handbook applies to all lay employees who work for this School of the Archdiocese of San Francisco (including the Principal and teachers to the extent the Handbook is not in conflict with a specific provision of their authorized Archdiocesan employment agreements). These policies also apply to vowed religious and deacons who work in the School offices to the extent that the policies are not in conflict with canon law or other applicable laws, letters of agreement or agreements. Priests are generally covered under separate personnel policies and practices.

This Handbook embodies the personnel policies pertaining to the Schools operated by the Archdiocese of San Francisco, and is an attempt to establish uniform policies and procedures for the entire Archdiocese. By virtue of creating this Employee Handbook, the Archdiocese does not surrender its civil law rights, and the Archdiocese reserves the right to revise or discontinue the policies, procedures and benefits described in this Handbook and to institute new policies, procedures and benefits at its sole discretion. It is sometimes necessary to add to or adjust these policies to better serve the needs of a particular School, and any such changes must appear in an addendum to this Handbook. When such an addendum conflicts with the other terms of this Handbook, the addendum will take precedence. **However, no addition, change or variation of any of the terms of this Handbook will be effective unless it is included in a written addendum promulgated by the Principal and signed by the Superintendent of Schools and either the Archbishop, Vicar General, or Archdiocesan Vicar for Administration.** No other addenda or alterations will be valid or should be relied upon. No oral addenda or alterations are effective.

No one, aside from the Archbishop, Vicar General or the Vicar for Administration, has the authority to enter into a agreement of employment, express or implied, with any employee. Any binding commitments regarding your employment must be in writing



with the written approval of the Pastor, Principal and signed by the Archbishop, Vicar General or the Vicar for Administration.

The term "law" used within this handbook generally refers to the laws of the United States, the State of California and other applicable laws. The School also operates under the Code of Canon Law of the Roman Catholic Church. In case of conflict of laws, Canon Law shall prevail in all matters within its competency.

Although the School employs persons who are not Catholic, it requires all employees to conduct themselves in a manner that is compatible with the teachings and mission of the Catholic Church.

## TABLE OF CONTENTS

	PAGE
I. EMPLOYMENT RELATIONSHIP .....	1
A. EMPLOYMENT AT WILL .....	1
1. Rehiring Employees Receiving An Archdiocesan Pension.....	2
2. Employment Opportunity .....	2
3. Hiring Of Relatives .....	2
4. Hiring Procedure .....	3
B. COMMENCING EMPLOYMENT .....	3
1. Background Checks .....	3
2. Immigration Compliance.....	4
3. Completion Of Forms For Employee Orientation.....	4
C. EMPLOYMENT CATEGORIES.....	4
1. Regular Full-Time Employees .....	4
2. Regular Part-Time Employees .....	4
3. Minimum Part-time .....	4
4. Temporary .....	4
5. Students .....	4
6. Contract Employees .....	5
D. NON-EMPLOYMENT CATEGORIES .....	5
1. Members Of Religious Communities .....	5
2. Independent Contractors Or Consultants .....	5
E. CHANGE OF JOB DUTIES.....	6
F. STANDARDS OF CONDUCT .....	6
II. COMPENSATION POLICIES .....	8
A. Salary Administration .....	8
B. Payroll Policy.....	8
1. Deductions From Gross Pay .....	9
C. LUNCH AND REST PERIODS.....	9

**TABLE OF CONTENTS  
(CONTINUED)**

	<b>PAGE</b>
D. OVERTIME .....	10
E. MAKE-UP TIME .....	11
F. REQUIRED WORK ON A DESIGNATED HOLIDAY .....	11
G. MILEAGE REIMBURSEMENT .....	12
H. VOTING TIME .....	12
I. AWARDS OR GIFTS .....	12
J. STIPENDS/HONORARIUMS .....	13
III. WORKING POLICIES AND PROCEDURES .....	14
A. HARASSMENT .....	14
B. ATTENDANCE .....	15
C. PERSONNEL RECORDS .....	15
D. REFERENCES .....	15
E. PERSONAL APPEARANCE .....	15
F. SOLICITATION, COLLECTIONS AND SALES .....	16
G. CONFIDENTIALITY .....	16
H. PERSONAL TELEPHONE CALLS OR E-MAIL MESSAGES .....	17
I. INTER/INTRANET, OFFICE VOICE MAIL & E-MAIL SYSTEMS .....	17
J. PERSONAL ADVANTAGE/CONFLICT OF INTEREST .....	17
K. SECONDARY EMPLOYMENT AND PRIVATE BUSINESSES .....	18
IV. PERFORMANCE POLICIES .....	19
A. WORKPLACE VIOLENCE .....	19
1. Statement Of Policy .....	19
2. Definitions .....	19
3. Enforcement .....	20
B. SAFETY .....	21
C. ON THE JOB INJURY (WORKERS' COMPENSATION) .....	21
D. DRUG AND ALCOHOL FREE WORKPLACE .....	21

**TABLE OF CONTENTS  
(CONTINUED)**

	<b>PAGE</b>
E. SMOKE FREE WORKPLACE.....	22
F. WORK AREA .....	22
G. PROPERTY .....	22
V. BENEFITS .....	23
A. ELIGIBILITY .....	23
B. INSURANCE .....	23
1. State Unemployment Insurance (SUI).....	23
2. State Disability Insurance (SDI).....	23
3. Workers' Compensation .....	24
4. Social Security (FICA) .....	24
5. COBRA Coverage .....	24
C. EMPLOYEE BENEFITS AND PLANS.....	24
1. Medical, Dental, Vision And Life Insurance Plan .....	25
2. Long Term Disability.....	25
3. Pension Plan .....	25
4. Tax Deferred Savings Plan 403(b) .....	25
5. Flexible Spending Accounts (Section 125).....	25
6. Catholic Cemetery Burial Benefit.....	26
7. Employer Paid Health Insurance Premium During Authorized Medical Leaves .....	26
8. Holidays And Holy Days .....	26
9. Vacation .....	26
10. Sick Leave.....	27
11. Job Training.....	27
12. Jury Duty .....	28
13. Military Leave .....	28
14. Legal Service Leave.....	28
15. Bereavement.....	28

**TABLE OF CONTENTS  
(CONTINUED)**

	<b>PAGE</b>
D. UNPAID LEAVES OF ABSENCE.....	29
1. Parent Leave For Children In School .....	29
2. Other Unpaid Leaves .....	29
3. Request For Personal Unpaid Leave .....	29
4. Continuation Of Benefits.....	30
5. Return To Work.....	30
E. FAMILY & MEDICAL LEAVE .....	30
1. Medical Leave .....	30
2. Parental Leave .....	31
3. Family Care Leave .....	31
4. Continuation Of Benefits During FMLA .....	31
5. California Paid Family Leave (PFL).....	31
6. Using Available Vacation And Sick Leave .....	32
7. Conditions Of Reinstatement From Leave.....	32
8. Failure To Return To Work .....	32
VI. TRAINING AND TRAVEL EXPENSES (ALL BUSINESS RELATED TRAVEL MUST BE APPROVED IN ADVANCE BY THE PRINCIPAL AT HIS/HER SOLE DISCRETION, AND IF APPROVED WILL BE SUBJECT TO THE FOLLOWING GUIDELINES.) .....	33
A. TRAINING EXPENSES.....	33
1. Registration .....	33
2. Mileage.....	33
B. OUT OF AREA BUSINESS TRAVEL.....	33
1. Procedures And Costs .....	33
2. Travel Arrangements.....	33
3. Lodging.....	34
4. Ground Transportation .....	34
5. Telephone Calls .....	34
6. Non-Reimbursable Expenses.....	34

**TABLE OF CONTENTS  
(CONTINUED)**

	<b>PAGE</b>
7. Reimbursable Expenses.....	34
VII. TERMINATION OF EMPLOYMENT .....	36
A. VOLUNTARY TERMINATION.....	36
1. Letter Of Resignation .....	36
2. Paycheck.....	36
B. INVOLUNTARY TERMINATION .....	36
C. EXIT INTERVIEW .....	37
1. Return Of Employer Property .....	37
VIII. DISPUTE RESOLUTION .....	38
A. Disputes Involving Policy Decisions .....	38
B. Alternative Dispute Resolution Policy.....	39
IX. CONCLUSION.....	39

**TABLE OF CONTENTS  
(CONTINUED)**

**PAGE**

**X. EXHIBITS**

- EXHIBIT A Policies and Procedures Regarding Fingerprinting and Other Background Checks for Employees
- EXHIBIT B The Archdiocese of San Francisco's Policies and Procedures Regarding Child Abuse and Harassment
- EXHIBIT B1 Addendum to The Archdiocese of San Francisco's Policies and Procedures Regarding Child Abuse and Harassment
- EXHIBIT C The Archdiocese of San Francisco Policy Regarding Use and Monitoring of Internet, E-Mail, and Other Technology
- EXHIBIT D Personal Advantage/Conflict of Interest Policy
- EXHIBIT E Alternative Dispute Resolution Policy



## **I. EMPLOYMENT RELATIONSHIP**

### **A. EMPLOYMENT AT WILL**

While we hope that your association with the Archdiocese of San Francisco will prove mutually satisfactory, please understand that continued employment cannot be guaranteed for any employee. Your employment at the School is employment at-will unless the employee (e.g. school teacher) is hired for a specific term pursuant to an authorized Archdiocesan employment agreement. What this means is that you may terminate your employment with the School at any time you wish, with or without cause or reason and with or without notice. Likewise, the School may terminate your employment at any time for any legal reason with or without cause and with or without notice. Nothing in this handbook or in any oral statement shall limit the right of either party to terminate employment at-will.

This policy of at-will employment may be revised, deleted or superseded only by written employment agreement signed by the Archbishop, Vicar General or the Vicar for Administration, which expressly revises, modifies, deletes or supersedes the policy of at-will employment. Unless your employment is covered by such an approved written employment agreement, this policy of at-will employment is the sole and entire agreement between you and the Archdiocese and the School as to the duration of employment and the circumstances under which employment may be terminated.

Outside insurance coverage for Schools for legal claims arising from "wrongful" termination or non-renewal of employees is limited, and self-insurance protection is contingent upon compliance with internal checks and balances. To avoid compromising (and, potentially, losing) insurance coverage, the Pastor must seek and receive the written clearance of the Department of Catholic Schools before terminating any employment or not renewing the employment of any employee hired under an authorized written employment agreement. Before issuing any such clearance the Department of Catholic Schools will consult with the Archdiocesan Legal Office. This policy is for purposes of internal controls only, and the Archdiocese does not undertake any duty to any employee to follow or not follow this procedure. The Archdiocese assumes no liability for following or not following this procedure, or for partially following it or for inadequately following it. Following or not following this procedure creates no presumption or implication concerning the validity or invalidity of any termination or non-renewal or concerning the grounds therefore, if any grounds are required, and should not be taken by the employee as any indication that grounds are necessary or if necessary that they do not exist. The procedure of seeking and receiving the written clearance before termination or non-renewal of an authorized employment agreement (see Section 1.C.6 regarding Contracts) does not alter the presumption that all employment may be terminated at will (or, in the case of an authorized written employment agreement as of the end of the employment agreement period without written renewal).

## **1. Rehiring Employees Receiving An Archdiocesan Pension**

Former employees of the Archdiocese who have received a distribution under any of the Archdiocesan Pension Plans cannot again be employed anywhere in the Archdiocese for a period of one (1) year from their termination of employment date. After that time, reemployment may be permitted in consultation with the Office of Human Resources.

## **2. Employment Opportunity**

The School shares in the mission of Jesus Christ who called all followers to lead a just life. In fidelity to that mission, the School promotes equal employment opportunities for all persons with regard to recruitment, hiring, training, transfer, promotion and termination of employment. Employment decisions are made on the basis of qualifications that meet the needs of the School and not on the basis of race, color, national origin, ancestry, gender, age, or physical or mental disability. The School does reserve the right to favor employees who are Catholic, with respect to hiring and/or promotion, and to require all employees to conduct themselves in a manner that is compatible with the teachings and mission of the Catholic Church.

To comply with applicable laws ensuring equal employment opportunities to qualified individuals with a disability, the School will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless undue hardship would result. Any applicant or employee who requires an accommodation in order to perform the essential functions of the job should contact the Principal and request such an accommodation. The individual with the disability should specify what accommodations he or she needs to perform the job. The Principal then will conduct an investigation to identify the barriers that make it difficult for the applicant or employee to have an equal opportunity to perform his or her job. The Principal in coordination with the employee will identify possible accommodations, if any, that will help eliminate the limitation. If the accommodation is reasonable and will not impose an undue hardship, the School will make the accommodation.

Employees or applicants who believe they have been discriminated against should contact the Principal. Your complaint should be specific and should include the names of the individuals involved and the names of any witnesses. The Principal will promptly undertake an investigation in an attempt to resolve the situation. If the Principal determines that unlawful discrimination has occurred, corrective action will be taken commensurate with the severity of the offense. Appropriate action will also be taken to deter any future unlawful discrimination. The Archdiocese and School will not retaliate against applicants or employees for filing a complaint and will not knowingly permit retaliation by supervisors, directors or co-workers.

## **3. Hiring Of Relatives**

In the interest of maintaining professionalism and integrity in work relationships, any situations in which actual or potential conflicts of interest may exist are to be avoided. The School reserves the right not to hire relatives of current employees that may



potentially lead to problems of supervision, safety, security, employee morale or conflict of interest.

This policy applies to spouses, children, parents, grandparents, siblings, aunts/uncles, in-laws and step relationships. This policy also applies to other situations or personal relationships in which the School, in its sole discretion, believes may result in actual or potential problems of supervision, safety, security, employee morale or conflict of interest.

#### **4. Hiring Procedure**

The Pastor or his designee advertises staff openings, receives and screens applications and selects the most qualified candidates for interviews. The Pastor has the final responsibility for the hiring of personnel. The Principal has the final responsibility for the training of personnel. Search committees are generally used to fill professional staff openings. The procedure used may vary, depending on the nature of the position and the time available.

### **B. COMMENCING EMPLOYMENT**

#### **1. Background Checks**

The School recognizes the importance of maintaining a safe workplace with employees who are honest, trustworthy, qualified, reliable and nonviolent, and do not present a risk of serious harm to their coworkers or others. For purposes of furthering these concerns and interests, the following policy along with the "Policies and Procedures Regarding Fingerprinting and Other Background Checks for Employees" attached hereto as Exhibit A have been established. The School reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information that is reasonably available to the School. Credit reports may be requested only with regard to job applications and employees whose positions, department or job duties involve the handling of money, valuables, confidential information, or trade secrets and to those suspected of theft, extortion, embezzlement, or other crimes of dishonesty or fraud related to their employment, the School, its customers, its employees, or other parties or entities dealing with other Schools of the Archdiocese. Once it is obtained, the Principal may review an applicant's or an employee's credit report and criminal background, if any. In the event a background check is conducted, the Principal will comply with the federal "Fair Credit Reporting Act" and applicable state laws, including providing the job applicant or employee with any required notices and forms. Consistent with these practices, job applicants or employees will be asked to sign certain authorization and release forms consistent with legal requirements. The School reserves the right to require job applicants or employees to sign the forms as requested as a condition of employment. At the time of interviewing a candidate for an open position, the Principal will conduct a reference check on all applicants presented for hiring.

## **2. Immigration Compliance**

The School will comply with applicable immigration laws, including the Immigration Reform and Control Act of 1986 and the Immigration Act of 1990. As a condition of employment, every individual must provide satisfactory evidence of his or her identity and legal authority to work in the United States by completing the required immigration documentation (I-9 forms).

## **3. Completion Of Forms For Employee Orientation**

Immediately upon the hire of a new employee, supervisors must arrange to have the new employee complete all necessary paperwork, usually on the first day of work, to complete the hiring process.

## **C. EMPLOYMENT CATEGORIES**

### **1. Regular Full-Time Employees**

Regular full-time employees are defined as those who regularly work at least 40 hours per week or as otherwise provided by written addendum to this policy. A regular full-time employee is entitled to benefits as outlined later in this handbook.

### **2. Regular Part-Time Employees**

Regular part-time employees are defined as those who regularly work at least 20 hours but less than full-time. Unless otherwise specifically stated, these employees receive benefits on a pro-rated basis.

### **3. Minimum Part-time**

Regular, minimum part-time employees are defined as those who work less than 20 hours per week. These employees are only entitled to benefits as required by law.

### **4. Temporary**

Temporary employees are hired for a limited length of time (e.g., not to exceed six months) to perform a specific task. Temporary employees are not entitled to benefits, except as required by law.

### **5. Students**

Students aged 14 through 17 must have a "Permit to Employ and Work" issued by the State Department of Education (local school district) on file with the employer during the term of employment. Students are hired as temporary employees only.

## **6. Contract Employees**

All conditions of employment, salary and benefits should be specified in the written employment agreement, and said conditions shall control. Any item not specifically covered in the employment agreement shall be governed by this handbook.

School Principals and teachers are hired pursuant to standard Archdiocesan employment agreements and procedures. In addition, supervisory and managerial personnel occasionally will be engaged on a contract basis, which may provide exceptions to the policies in this policy Handbook. All such exceptions, however, must be in writing and oral exceptions are not valid. Employment agreements will not normally be offered to, or accepted from, employees whose work consists primarily of ongoing, non-policy making duties in the School during normal working hours.

Any employment agreement must have the prior written approval of the Pastor, Principal and the Archbishop, Vicar General or the Vicar for Administration. As a general rule such approval will not be granted in the case of non-teacher new hires and/or in situations where the individual has not previously been working under an approved employment agreement.

### **D. NON-EMPLOYMENT CATEGORIES**

#### **1. Members Of Religious Communities**

Members of vowed religious communities of women and men work on behalf of their community for the School. These persons are not considered "employees" but rather members of their respective communities. However, unless otherwise specifically stated in a written agreement with the religious community, members of these communities working in the School will follow the same personnel policies and practices as lay employees.

#### **2. Independent Contractors Or Consultants**

Generally, when people are hired to perform services, they are either employees or independent contractors. The primary difference between employees and Independent Contractors has to do with the "independence" of the workers. Basically, workers are Independent Contractors rather than employees if they are independent from a school's control while doing the job, and economically independent from a school's business operations. Virtually all workers are employees and not Independent Contractors.

An Independent Contractor is not an employee of the School and is not paid by salary. Independent Contractors must provide proof of their Independent Contractor status to the Principal. The Principal will then make the determination if the person, desiring to be an Independent Contractor with the School, meets the legal definition of Independent Contractor as defined by the U.S. Department of Labor.

Any questions concerning the correct determination of independent contractor status may be referred to the Department of Catholic Schools.



Independent contractors or consultants are retained under the terms of a written contract or agreement. All terms and conditions of the work relationship, including compensation, scope of work and timeline must be specified in the contract. Independent contractors are not considered employees. No Principal or employee of the School alone is authorized to execute an Independent Contractor Agreement that exceeds \$10,000.00 in amount and/or one year in duration. Any such agreement above that amount must also be signed by the Archbishop, Vicar General or the Vicar for Administration.

#### **E. CHANGE OF JOB DUTIES**

Economic and work realities do occasionally change and a change of work duties may sometimes involve an adjustment in compensation and/or hours.

It is expected that employees will perform additional or different duties and assume additional or different responsibilities as needed by their Principal for the efficient operation of School business.

#### **F. STANDARDS OF CONDUCT**

It is the responsibility of the School to set and maintain high standards for both job performance and conduct. Standards are created not to restrict the rights of any individual, but to protect the many privileges shared by all School employees. The conduct described below is intended to provide you with information about the type of behavior that is unacceptable at the School.

The following non-inclusive list is intended to provide examples of the types of inappropriate behavior that may lead to disciplinary action, up to and including termination of employment:

1. Misconduct;
2. Harassment (physical, verbal, sexual, or visual);
3. Unauthorized disclosure of confidential information;
4. Insubordination (refusal to follow a reasonable instruction);
5. Lewd or immoral conduct;
6. Public support or advocacy of positions, or conduct, which conflict with the teachings of the Roman Catholic Church;
7. Falsification of records or any report, including but not limited to employment applications, accident reports and/or time records;

8. Excessive tardiness or absence from work or unexcused tardiness or absence for non-compelling reasons;
9. Failure to treat others with dignity and respect in working situations;
10. Failure to report an absence;
11. Misappropriation or misuse of School or Church property, or personal property of a co-worker, without proper authorization;
12. Possession of any weapon or explosive on School or Church property or while conducting School business;
13. Unauthorized use of alcohol at work; use, possession, dispensing or sale of illegal drugs while on School premises or while representing the Church; or reporting to work under the influence of alcohol or controlled illegal substances;
14. Failure to observe safety policies and normal safety precautions;
15. Abuse against any person during the performance of School work or willful destruction of property owned or used by the School.

The above standards do not in any way restrict any right the School may otherwise have to terminate at will.



## **II. COMPENSATION POLICIES**

### **A. Salary Administration**

Generally, each year salary ranges and individual rates of pay are reviewed, and, if the School deems it necessary and believes sufficient funds are available, it will make applicable adjustments.

### **B. Payroll Policy**

School lay non-exempt employees are paid on the 15th and the last day of the month. Teachers may be paid once per month. Priests and Religious are paid once a month. Time cards are required to be submitted for each pay period by all employees. It is the responsibility of the supervisor to review each time card and make sure the hours and dates reported are correct. All employees are expected to file a time card semi-monthly coinciding with their pay period. This card will be used to comply with the various record-keeping laws covering non-exempt employees and for recording employees various accruals and fringe benefits.

As a matter of policy the School does not permit advances on paychecks or against non-accrued paid time off. If an employee is paid for non-accrued sick leave, vacation or any other overpayment, the amount paid will be deducted from their subsequent paychecks and/or their final pay.

Employees in non-exempt and hourly positions are to record all actual hours worked plus hours attributable to overtime, vacations, holidays, bereavement, personal days, jury duty and illness.

Salaried employees in exempt positions need only record days taken for vacations, holidays, bereavement, personal days, jury duty and illness. Normal workdays can simply be marked with a "✓".

When payday falls on a Saturday, Sunday, or holiday, payday will be the preceding workday.

Unless enrolled for automatic deposit, if available at your School, employees who are absent on payday will have their check mailed to their mailing address the following day. Employees are responsible to keep their current address on file with the School Administrator and the Archdiocesan Payroll Office.

Requests for early issuance of paychecks will not be granted. However, employees who will not be available on payday (e.g., on vacation) may ask the School Administrator, in writing, to mail the check to their mailing address.

Direct deposit of paychecks is also available to benefited employees. Automatic Payroll Deposit Authorization forms may be obtained from the School Administrator. Generally, it takes 2 payroll cycles for a direct deposit to be activated.

All employees should review their check stub for accuracy. If there is an error, bring it to the attention of the School Administrator immediately.

### **1. Deductions From Gross Pay**

- a. The following four deductions are required, by law, to be deducted from an employee's paycheck:

Federal Income Tax (FIT)  
Social Security (FICA)  
State Income Tax (SIT)  
State Disability Insurance (SDI)

- b. Voluntary deductions may be made from an employee's paycheck with the employee's written permission, where the employee is eligible, including such items as:

Health insurance premiums  
Additional life insurance coverage  
Tax Deferred Savings Plan (403b)  
Flexible Spending Accounts (Section 125 Benefit) (Tax Deferred)

(See benefits section and benefit plan descriptions for details.)

- c. Garnishment of wages.

If the School receives a court order or notice from federal or state government agencies to garnish an employee's wages, by law the School and Payroll Office must comply with the order. It is the duty of the School to notify the employee that a garnishment has been received and give the employee any applicable forms.

### **C. LUNCH AND REST PERIODS**

Meal periods are generally one hour in length. Customarily an unpaid meal period is to be arranged within the period of 11:30 a.m. to 2:00 p.m. and requires the approval of the employee's supervisor.

All persons in non-exempt positions receive at least a 30 minute unpaid meal break after five hours of work. The only exception is for employees whose work shift is for six hours or less. In this case, the meal break may be waived if both the supervisor and employee agree. A request to waive a meal period must be made in writing and maintained in the employee's personnel file. A copy should also be sent to the payroll department.

If non-exempt employees work more than 10 hours in a day, they are entitled to two unpaid 30-minute meal breaks. However, if they work fewer than 12 hours in a day, the

employer and employee may agree to waive, in writing, one (but not both) of the meal breaks.

In addition to unpaid meal periods, employees in non-exempt positions are entitled to two fifteen (15) minute paid rest periods per day. Rest periods are encouraged near the middle of the morning and the middle of the afternoon.

A non-exempt employee is not authorized to work through a rest period without prior approval of the employee's supervisor. If a non-exempt employee misses any of his/her breaks or lunch during any given day, he/she is to record the missed break or lunch period on the time card. The employee's supervisor must sign the time card. If any breaks or lunch periods have been missed by a non-exempt employee, they must be clearly noted on the time card for the employee to receive proper compensation.

Non-exempt employees who work through either a meal period or a rest period must report the day they worked through the break or meal period on their time card.

#### **D. OVERTIME**

As a matter of policy, overtime is discouraged. All overtime must have the prior approval, taking into account budget limitations, of the employee's supervisor and the Principal and is on the following basis:

"Exempt" and Non-Exempt" are terms used by the law to indicate which employees are, and which employees are not, "exempt" from the payment of overtime wages and other wage and hour standards. Such determination is not discretionary and is not subject to the preferences of the employee or administrator. Examples of "exempt" employees are teachers, principals, directors of religious education, pastoral associates, youth ministers, music ministers, operations (business) managers and those who have the authority to hire, fire, discipline, evaluate, and supervise the work of others. All other employees including parish and school secretaries and administrative assistants, housekeepers, cooks, maintenance/custodial workers, teacher's aides and bookkeepers are "non-exempt."

The School provides compensation for all overtime hours worked by non-exempt employees in accordance with state and federal law. Employees in non-exempt positions are entitled to additional compensation for all hours worked in excess of their normally scheduled hours of work. The law requires payment of overtime at a higher rate of pay for every hour a non-exempt employee works in excess of 8 hours in a single day or 40 hours in a single defined workweek. Our workweek is Sunday through Saturday. At his or her discretion, the Principal may but need not, establish policies under which overtime is paid more generously than these laws require. Employees are not to work more than 8 hours in any day or 40 hours in a work week combined at all Archdiocesan locations except with the express prior approval of the employee's supervisors at each location. If the employee works at more than one location, he/she must notify all locations in advance if approved work at all locations will exceed 8 hours in any day or 40 hours in a week.



Subject to the advance approval of the employee's supervisor, a non-exempt employee may take compensatory time off if the employee voluntarily requests in writing, using the School form, that he/she wishes to be compensated for overtime worked in the form of time off from work rather than in the form of monetary compensation. Said compensatory time off shall be at the rate of one-and-one-half (1 1/2) times for overtime worked. Compensatory hours may not be banked beyond the regular workweek in which they were earned. Any compensatory time off which is taken must be taken in the same workweek during what would normally be work time. If an employee's schedule does not permit him/her to use compensatory time in the workweek in which it was earned, he/she will be given monetary overtime compensation. Accurately reporting compensatory time off on one's time card is the personal responsibility of the employee.

Exempt employees are expected to work as much of each workday as is necessary to complete their job responsibilities, and to make sure that they are consistently available at times that are convenient to the offices, institutions and people they serve. No overtime or additional compensation is provided to exempt employees.

#### **E. MAKE-UP TIME**

To increase flexibility of work schedules, employees in non-exempt positions who have missed work for personal reasons may request "make up" time. "Make up" time allows an employee to work the missed hours on another day during the same work week. Hours worked as "make up" hours are compensated at the normal rate of pay, not as overtime hours.

In order to qualify for make-up time an employee must meet the legally established requirements. Employees may work up to 11 hours in a single day without earning overtime. To qualify for make-up time, the law requires the following:

- Employees must complete, in advance, a written request for every occasion they request make-up time. A copy of the request should be attached to the time card when submitted to School Administrator.
- The Supervisor may not solicit or encourage employees to take make-up time.
- The make-up time must be in the same workweek in which the employees lost work time for personal reasons.
- Employees must be paid overtime rates for all hours in excess of 11 hours worked in a workday and 40 hours in a workweek.

#### **F. REQUIRED WORK ON A DESIGNATED HOLIDAY**

Occasionally it will be necessary for a non-exempt employee to work on a designated School Holiday. When an employee is requested, by their direct supervisor or Principal or Superintendent of Schools or appointed designee, to work on a holiday, the non-

exempt employee and the Principal or Superintendent of Schools or appointed designee will mutually agree on the compensation for the time worked on the holiday. Compensation may be either in time off on another day or in pay. If the employee and the supervisor or Principal decide the employee will take another day off for the holiday the employee will be paid only his/her regular rate of pay for the holiday worked. If the employee and Principal decide the employee will not take another day off, the employee will be paid double time for the day--full holiday pay as well as full pay for the hours worked on the holiday.

#### **G. MILEAGE REIMBURSEMENT**

Work related travel apart from normal commute to and from work when using a personal vehicle for authorized business purposes will be reimbursed at the prevailing IRS mileage rate. Parking fees (not fines), bridge tolls, train, bus or subway tickets are also reimbursable upon presentation of receipts showing the nature and amount of the expense. Mileage must be recorded on the standard form available from School Administrator, and approved by the supervisor.

Employees are reminded that to be eligible for mileage reimbursement, employees must have on file with their supervisor the name of their automobile insurance company, the policy number, expiration date, and maximum coverage limits, as well as a copy of their valid California State Driver's License.

Authorized mileage reimbursement will be that mileage required in connection with Archdiocesan business over and above the mileage of the employee's normal daily commute. The IRS calculation for reimbursement is the excess of mileage to the destination, less the normal commute miles. For example, an employee leaves from home and goes to the Pastoral Center and then comes to the School. Assume the trip is 25 miles, and also assume, the employee's normal commute one-way to the School is 10 miles. Employee should claim 15 miles for reimbursement. If an employee does not return to the School but goes straight home, then the reimbursement is for 5 miles.

#### **H. VOTING TIME**

Employees are permitted to take up to two hours from work without a loss of pay to vote if they are unable to do so outside of normal work hours. Notification for election leave must be submitted to the supervisor at least two days in advance of the election date. The time off to vote should be recorded on the time card as: "Other Paid." The supervisor must approve the time card.

#### **I. AWARDS OR GIFTS**

Any honorarium, gift or award with respect to a program or product produced by the School or its departments becomes the property of the School, which may elect to retain or donate the monetary honorarium, gift, or award to whomever it chooses.

Individual awards (i.e., a special talent, producer, director, artist, photographer, writer, computer programmer, program developer) whether School or independently produced becomes the property of the employee if the award is presented to the individual (as distinguished from an award being presented for the program or product to the School, notwithstanding the special mention of participation of an individual). Notwithstanding the foregoing, "Works for Hire" remain the property of the Archdiocese.

## **J. STIPENDS/HONORARIUMS**

- a. When an employee gives a workshop at a School-sponsored event that is within the scope of his/her responsibility for the School, s(he) will not receive a stipend regardless of the School or office which is sponsoring the event, including one's own department or office. In this case it is understood that the employee makes use of his/her regular weekly work schedule for the preparation and presentation involved.
- b. When an employee uses his/her regular weekly work time to prepare and give programs, workshops, or consultations for any group other than School departments/offices, the stipend given for this work is to be given to the appropriate School office.
- c. When an employee uses time other than his/her regular weekly work time (i.e., employee's paid vacation time), to prepare and give programs, workshops, or consultations for any group other than the School departments/offices, the stipend given belongs to the employee doing the work.
- d. Workshops, programs, consultations are to be approved by your supervisor. Any clarifications concerning this policy should be directed to the Principal or Superintendent of Schools or appointed designee. The School has a right to a full workweek from our employees. Employees have a right to be fairly compensated by others for work done above and beyond the workweek.
- e. For non-stipend presentations, an employee may claim reimbursement for transportation expenses (e.g., mileage allowance) and reasonable out of pocket meal expenses with the production of a receipt. Such expenses would be reimbursed by the organization requesting the speaker.
- f. Extended Teaching Assignments at Archdiocesan Institutions and Programs (i.e., School of Pastoral Leadership; Permanent Diaconate Program; Saint Patrick's Seminary; Retreat Centers)

In order to attract and retain high quality teachers and not to inhibit the spread of the gospel and Catholic education, an employee may, with the prior approval of the employee's supervisor and the School, teach and receive a stipend when invited to teach an extended course or program (e.g., 6 weeks or more) requiring preparation and/or a course syllabus. In considering an employee's request to undertake an extended teaching assignment, the obligations and needs of the employee's particular office shall be paramount.



### III. WORKING POLICIES AND PROCEDURES

#### A. HARASSMENT

The Archdiocese and the School are committed to providing a work environment that is free from unlawful harassment. In accordance with applicable law, the School prohibits sexual harassment and harassment based on race, color, natural origin, ancestry, religion, creed, physical or mental disability, age or any other bases protected by applicable law. All such harassment is unlawful and will not be tolerated.

This policy prohibits unlawful harassment of any kind, including verbal, visual or physical. Please refer to The Archdiocese of San Francisco's Policies and Procedures Regarding Child Abuse and Harassment attached as Exhibit B. Please refer to Section IV of the policy that addresses workplace harassment. Harassment in general is defined as follows:

**Verbal harassment** includes jokes, epithets, slurs, negative stereotyping, unwelcome comments about an individual's body, color, physical characteristics, appearance or abilities.

**Visual harassment** includes offensive or obscene photographs, calendars, posters, cards, cartoons, drawing gestures, displays of sexually suggestive or lewd objects, unwelcome notes or letters or any other written or graphic material or electronically transmitted materials that denigrates or shows hostility or aversion toward an individual because of a protected characteristic, such as race, color, national origin, religion, ancestry, gender, age, or mental or physical disability, that is placed or circulated anywhere in the workplace.

**Physical harassment** includes physical interference with normal work, impeding or blocking movement, assault, unwelcome physical contact, staring at a person's body, and threatening, intimidating or hostile behavior.

Employees who believe the comments, gestures or conduct of any co-worker, supervisor or person doing business with the School is offensive should report the facts of the incident immediately according to the Archdiocesan Policy.

The School policy is to conduct an immediate, thorough, objective and complete investigation of the complaint. At the conclusion of its investigation, a decision will be made as to whether unlawful harassment has occurred. The School will communicate its findings promptly to all parties involved and identify the remedial action (if any) to be taken. Such remedial action could include disciplinary action up to and including termination. Action will also be taken, as necessary, to prevent further harassment.

Individuals will not suffer any reprisal or retaliation for reporting any alleged incidents of harassment, for making complaints of harassment, or for participating in any investigation of incidents of harassment or perceived harassment. Deliberate false accusations, made to directly injure the accused, will not be tolerated.



## **B. ATTENDANCE**

Employees are expected to be ready and available for work at the normal work hours established by the Principal. The normal workweek for the School is Sunday through Saturday. If an absence is anticipated the employee should request the approval of the absence in advance and have it authorized by their supervisor.

Unauthorized absences, depending on the circumstances, may be grounds for disciplinary action, including termination of employment. For employees taking an unauthorized absence, they must call their supervisor by their designated start time to report their absence and the reason for the absence. If the employee has been absent due to illness or injury, the Principal or Superintendent of Schools or appointed designee may request a statement from the employee's physician confirming the illness or injury and indicating whether the employee is able to return to work without risk of injury to the employee or others.

## **C. PERSONNEL RECORDS**

Both state and federal laws require employers to keep current and accurate personnel records. A file is established for all employees at the time of hire and maintained in a locked file and only accessible to the Principal.

The following items will ordinarily be kept in personnel files: completed application form, resume, references, letters of employment, position description, records of changes in job title, salary, Payroll authorization forms (W 4) benefits, emergency information forms, and performance related matters. Insurance forms such as life insurance and pension beneficiary information and other correspondence related to insurance plans may also be maintained.

The Principal and School maintain the confidentiality of the personnel records. Only authorized personnel will have access to your personnel file. Employees are welcome to review the materials in their own personnel file within a reasonable time following a written request to the Principal. Employees who disagree with materials contained in their personnel files are encouraged to provide their opinion, in writing, which will be placed in their personnel file.

## **D. REFERENCES**

Except as permitted or required by law, unless permission is given by the employee or former employee, the School will not normally release to third parties any personnel information except name, employment dates and position.

## **E. PERSONAL APPEARANCE**

The School is a professional office and employees provide a public service. Employees often come into contact with many persons from both the Church community and the general public. All employees are expected to be neat in appearance and dress in a

manner consistent with the responsibilities of their position. Principal or Superintendent of Schools are responsible for determining the appropriate attire for the offices they oversee.

#### **F. SOLICITATION, COLLECTIONS AND SALES**

Approaching fellow employees in the workplace regarding activities, organizations, or causes, regardless of how worthwhile, important, or benevolent, can create unnecessary apprehension and pressures for fellow employees. This conduct is inappropriate. The School has established rules, applicable to all employees, to govern solicitation and distribution of written material during working time and entry onto the premises and work areas, with the exception that employees may, with the approval of their supervisor, utilize designated bulletin boards to announce sales or collections. All employees are expected to comply strictly with these rules.

1. No employee shall solicit or promote support for any cause or organization during his or her working time or during the working time of the employee or employees at whom the activity is directed;
2. No employee shall distribute or circulate any written, electronic, or printed material in work areas at any time, during his or her working time, or during the working time of the employee or employees at whom the activity is directed; and
3. Under no circumstances will non-employees be permitted to solicit or to distribute written material for any purpose on School property.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the School; it does not include break periods, meal periods, or periods in which an employee is not, and is not scheduled to be, performing services or work for the School.

#### **G. CONFIDENTIALITY**

Most employees at the School have access to information that must not be shared, discussed, or given to anyone but authorized personnel. This type of confidential information data and knowledge must be protected by all who have access to it. Employees are required to hold and protect the confidential information in a fiduciary capacity for the exclusive benefit of the School. Employees may not disclose it to any person or entity other than in the course of performing their authorized duties, without prior written consent of the Principal or the Legal Department of the Archdiocese. If employees have questions about the confidentiality of any information, they should ask their supervisor. Additionally, after employees terminate, they must not disclose at any time to any person or entity any confidential information whether or not it constitutes a trade secret under applicable law.

Confidential information may include but is not limited to:

Archdiocesan or School position papers, memoranda and letters.

Attorney/client communications

Business records and plans

Financial information and statements

Donation and benefactor records

Any financial, management, or personnel records or information related to priests, religious, deacons, lay employees, volunteers, clients, students, or anyone else associated with the School or the Archdiocese.

#### **H. PERSONAL TELEPHONE CALLS OR E-MAIL MESSAGES**

Telephones and email systems are for conducting School business. Employees should use moderation when making personal calls or writing e-mail messages and normally restrict such calls or messages to break times or lunch hour.

If it is necessary to make a personal long-distance or message unit call, employees should have such calls charged to their home phone or to their telephone calling card.

#### **I. INTER/INTRANET, OFFICE VOICE MAIL & E-MAIL SYSTEMS**

The School provided inter/intranet and electronic mail access is to be used for business purposes. Such systems are the property of the School and their purpose is to facilitate more effective communication and business. The School follows "The Archdiocese of San Francisco Policy Regarding Use and Monitoring of Internet, E-Mail, and Other Technology" as its own. Please refer to Exhibit C for the policy.

#### **J. PERSONAL ADVANTAGE/CONFLICT OF INTEREST**

Employees and independent contractors engaged by the School may not use their position with the School for undue personal advantage or in a manner that would create a conflict of interest. Employment by the School carries with it a responsibility to model appropriate ethical conduct. Employees must refrain from taking part in, or exerting influence in any transaction in which their own interests may conflict with the best interests of the School or the Roman Catholic Church. Please refer to Exhibit D for the policy.

Employees shall not receive any gift or other consideration from any entity with whom the School does business. These rules do not preclude the offering or acceptance of birthday or Christmas remembrances, business lunches or other gifts of nominal value (not to exceed \$50.00 individually or \$250 in aggregate gifts from all sources in a calendar year).



## **K. SECONDARY EMPLOYMENT AND PRIVATE BUSINESSES**

The School does not preclude employees from working at another job as long as it does not conflict with the mission and activities of the School or reflect inappropriately on the Archdiocese or the Roman Catholic Church. The School reserves the right to determine when an employee's outside activities represent a conflict with School and or Archdiocesan interests and to take whatever action is necessary to resolve the situation. Engagement in such private practice by employees must not interfere in any way with the performance of duties with the School.

Employees may not benefit directly or indirectly from a third party who furnishes products, materials or services to the School. Independent contractors and employees may not accept referrals to their private business from the School and/or its departments nor will they encourage anyone affiliated with the School to seek or contact them for private business.

Anyone involved in private enterprise must use their own facilities including stationery, office equipment, telephone and answering service separate and apart from the School.

Referrals, clients, or other information obtained through School work or contacts belongs to the School and not individual employees.

## **IV. PERFORMANCE POLICIES**

### **A. WORKPLACE VIOLENCE**

#### **1. Statement Of Policy**

The School recognizes that violence in the workplace is a growing nationwide problem necessitating a firm, considered response by employers. The costs of workplace violence are great, both in human and financial terms. Therefore, the School has adopted this policy regarding workplace violence.

The safety and security of the School employees is of vital importance. Acts or threats of physical violence, including intimidation, harassment and/or coercion, which involve or affect the School, or which occur on the School property, will not be tolerated.

This prohibition against threats and acts of violence applies to all persons involved in the operation of the School, including, but not limited to, the School personnel, contract and temporary workers and anyone else on the School property. Violations of this policy, by any individual, will lead to disciplinary and/or legal action as appropriate.

#### **2. Definitions**

Workplace violence is any intentional conduct which is sufficiently severe, offensive or intimidating to cause an individual to reasonably fear for his or her personal safety or the safety of his or her family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or more of the School employees. Examples of workplace violence include, but are not limited to, the following:

- Threats or acts of violence occurring on the School premises, regardless of the relationship between the School and the parties involved in the incident.
- Threats or acts of violence occurring off the School premises involving someone who is acting in the capacity of a representative of the School.
- Threats or acts of violence occurring off the School premises involving an employee of the School if the threats or acts affect the business interests of the School.
- Threats or acts of violence occurring off the School premises of which an employee of the School is a victim, if the School determines that the incident may lead to an incident of violence on the School premises.
- Threats or acts resulting in the conviction of an employee or agent of the School, or of an individual performing services for the School on a contract or temporary basis, under any criminal code provision relating to violence or

threats of violence which adversely affect the legitimate business interests of the School.

Specific examples of conduct which may be considered threats or acts of violence under this policy include, but are not limited to the following:

- Threatening physical or aggressive contact directed toward another individual.
- Threatening an individual or his/her family, friends, associates or property with physical harm.
- The intentional destruction or threat of destruction of the School property or another's property.
- Harassing or threatening phone calls.
- Surveillance.
- Stalking.
- Veiled threats of physical harm or like intimidation.

Workplace violence does not refer to occasional comments of a socially acceptable nature. Such comments may include references to legitimate sporting activities, popular entertainment or current events. Rather, it refers to behavior that is personally offensive, threatening or intimidating.

### **3. Enforcement**

Any person who engages in a threat or violent action on the School property may be removed from the premises as quickly as safety permits and may be required, at the School's discretion, to remain off the School premises pending the outcome of an investigation into the incident.

When threats are made or acts of violence are committed by a School employee, a judgment will be made by the Principal or Superintendent of Schools or appointed designee as to what actions are appropriate, including possible medical evaluation and/or possible disciplinary action.

Once a threat has been substantiated, it is the School's policy to put the threat maker on notice that he/she will be held accountable for his/her actions and then follow through with the implementation of a decisive and appropriate response.

Under this policy, decisions may be needed to prevent a threat from being carried out, a violent act from occurring or a life-threatening situation from developing. No existing School policy or procedure should be interpreted in a manner that prevents the above from occurring.

Important Note: The Principal and Pastor will make the determination of whether, and to what extent, threats or acts of violence will be acted upon by the School. In making this determination, the School may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred. No provision of this policy shall alter any otherwise applicable at-will nature of employment with the School.

## **B. SAFETY**

The safety and health of employees are very important to the School. Accordingly, no one is required to work at a job that is known to be unsafe or unhealthy. Employees are expected to share the responsibility for safety and health and to advise a supervisor or the Principal if they observe any unsafe situation. Once notified, the supervisor or Principal is responsible for reporting and/or correcting any unsafe condition within a work area.

## **C. ON THE JOB INJURY (WORKERS' COMPENSATION)**

Employees injured at the School or on a job-related duty, or who witness an accident at the School should immediately report the injury and its cause to their supervisor. Workers' Compensation claim forms are available from the School Office and should be completed on the day of the injury and submitted to the insurance carrier. Injuries requiring basic First Aid must also be reported to the supervisor or Principal even if medical treatment is not necessary so injuries can be properly reported if complications develop. Work related injuries are normally covered by Workers' Compensation insurance.

## **D. DRUG AND ALCOHOL FREE WORKPLACE**

The School promotes and enforces a drug-free environment. The School prohibits the illegal use, sale, distribution or possession of narcotics, drugs or controlled substances while on the job or on School property. Any violation of this policy will result in disciplinary action up to and including termination.

The use of prescription drugs and/or over-the-counter drugs may also affect employees' job performance with the School. Any employee who is using prescription or over-the-counter drugs which may impair his or her ability to safely perform the job or may affect the safety or well being of others must submit a physician's statement that the prescription drug use will not affect job safety. The employee is not required to identify the medication or the underlying illness. Various federal, state, and local laws protect the rights of individuals with disabilities and others with regard to the confidentiality of medical information, medical treatment, and the use of prescription drugs and substances taken under medical supervision. Nothing contained in this policy is intended to interfere with individual rights under, or to violate, these laws.



Alcohol may not be consumed on the work premises except with the express permission of the Principal or Pastor and when used for a Eucharistic Celebration for the School Community.

#### **E. SMOKE FREE WORKPLACE**

The School maintains a smoke free environment in all of its offices, meeting rooms, stairwells, etc., in accordance with California law. Smoking is permitted in designated areas outside the School buildings.

#### **F. WORK AREA**

Employees are expected to keep their immediate work area neat and clean. The presence of personal decorations, such as pictures and plants, is acceptable as long as it does not distract from overall office appearance or working conditions, as determined by the Principal. The School is not responsible for loss of such personal possessions through fire, theft, or other loss. Thus, employees are encouraged not to bring keepsakes, treasures or items of value.

#### **G. PROPERTY**

The School reserves the right, at all times and without prior notice, to inspect and search all School property for the purpose of promoting safety and security in the workplace or compliance with state and federal laws. These inspections may be conducted during or outside of business hours and in the presence or absence of the employee.

In addition, in order to ensure the safety and security of employees and guests, and to stop suspected wrongdoing or breach of the School's policies, the School reserves the right to question any employee or other individual entering onto or leaving the School premises, and to search any containers or items that the individual may be carrying. The School also may require employees while on the job or on the School's premises to agree to reasonable inspection of their personal property.

## **V. BENEFITS**

### **A. ELIGIBILITY**

The benefits listed below are, unless otherwise specifically excluded, available to all employees who are actively working at least 20 hours per week. Employees who work less than full time will have some benefits pro-rated. For example, employees who work 2/3 time will be eligible to accrue 2/3 of the vacation accrued by full time employees.

If you have questions concerning your benefits, please contact the Principal.

### **B. INSURANCE**

#### **1. State Unemployment Insurance (SUI)**

The California State Unemployment Insurance (SUI) provides for temporary assistance to eligible individuals who have lost their jobs through no fault of their own. It is not based on need and is not considered welfare. Though exempt from this law for its employees, the School voluntarily provides coverage for all eligible employees. Eligibility for benefits and extent of coverage is determined by the State Employment Development Department (EDD). Claims may be filed in any EDD office.

Please see the Principal or Superintendent of Schools or appointed designee for clarification on UI eligibility.

#### **2. State Disability Insurance (SDI)**

Disability insurance is payable when eligible employees are unable to work because of any sickness, illness or injury that prevents them from doing their regular or customary work. This program is for illness or injury that is **not work related**. Eligibility is determined by the state. This disability may not be caused by the employee's job [see Workers' Compensation below]. Employees may not receive both Unemployment Insurance and State Disability Insurance benefits for the same period of time. The SDI premium is deducted from employees' pay. The State of California determines the SDI premium rate at the beginning of each calendar year.

Claim forms should be obtained from the EDD office immediately because there is a time limit for filing.

SDI normally pays up to two-thirds of regular pay up to certain limits. At the request of the employee, the School will integrate available sick pay with the State Disability Insurance benefits to extend sick leave as far as possible. For example, if an employee earns \$10.00 per hour and becomes disabled, the SDI benefit may pay that employee \$6.00 per hour. If that employee has available sick leave, the School would integrate with the SDI benefit up to a maximum of \$4.00 additional per hour and .4 hours of accrued sick leave will be applied. It is against the law for an employee to receive more

than 100% of their pay while on SDI. This would enable an eligible employee to receive his/her approximate current hourly rate while disabled so long as sick leave is available.

The integration of sick leave benefits with State Disability Insurance (SDI) will be made after the employee receives his/her SDI benefit. Employees must forward a copy of their SDI benefit payment to the School Administrator/Office Manager in a timely manner. Payments by the School will cease once sick leave benefits are exhausted.

If this School determines that the employee would be entitled to SDI payments, sick leave benefits will be reduced by the amount of state disability benefits to which the employee is entitled, whether or not the employee actually files for disability benefits.

### **3. Workers' Compensation**

All employees of the School are covered by Workers' Compensation Insurance for a job-related illness or injury. Premiums are paid by the employer. Any job-related illness or injury must be reported immediately to your supervisor. Benefits will be paid according to California law.

### **4. Social Security (FICA)**

Employees are covered under the Federal Social Security Program (FICA). Individual benefit amounts vary depending on the employee's earnings. The Social Security program also includes a disability benefit. Employees who become disabled may be entitled to Social Security benefits regardless of their age. Dependents may also be entitled to Social Security benefits.

Taxes to cover this program are withheld from the employee's gross pay. Additionally, the employer contributes an amount equal to each employee's contribution. There are currently no exemptions to FICA. Please contact any Social Security Office for further information.

### **5. COBRA Coverage**

The School offers employees or dependents who are affected by a "Qualifying Event," such as termination of employment, death of a spouse or divorce, the opportunity to continue medical and/or dental coverage for a limited period of time under the provisions of the COBRA statute. COBRA enrollment and premiums in group medical plans are the sole responsibility of the employee. It is the employee's responsibility to notify the School of a "Qualifying Event."

## **C. EMPLOYEE BENEFITS AND PLANS**

The Archdiocese and the School care about you and your family's health and well being and understands that it is important to plan for your future retirement. We share with you your commitment to care for your family and plan for your future. In doing so, the Archdiocese offers generous health insurance and savings plans summarized below.



## **1. Medical, Dental, Vision And Life Insurance Plan**

The School offers eligible employees and eligible dependents an opportunity to participate in medical, dental, vision and life insurance plans. The cost for these plans is an employer/employee-shared expense that is communicated to participants in writing. The employee's share will be deducted from his/her paycheck on a pre-tax basis. Employees should consult the specific benefit plan documents for more complete information about eligibility and details of the plan. In each case, the specific benefits' Summary Plan Description is controlling.

Should an employee elect to enroll in the medical benefits, coverage begins on the first day of the calendar month following hire (e.g., if the employee begins work on November 20, the effective date of coverage is December 1). Coverage ends on the last day of the month of termination (e.g., if an employee terminates employment on December 20, coverage ends on December 31).

Information on these insurance programs is discussed during the new employee's orientation. Booklets on each of the plans are available for all eligible employees. Generally, employees can make changes in their health plans once a year, during open enrollment. Contact the Principal for any questions.

## **2. Long Term Disability**

The School also provides, at no cost to eligible employees, income protection in the event of employee's disability caused by a covered illness or injury. Disabled employees can receive a benefit up to two-thirds of their monthly salary coordinated with SDI up to certain limits. For more information, check with the Principal.

## **3. Pension Plan**

The School provides a pension plan for eligible employees that is funded by the employer. For details concerning the pension plan, eligibility and vesting, please refer to the Summary Plan Description or contact the Principal.

## **4. Tax Deferred Savings Plan 403(b)**

The School makes available to eligible employees a voluntary savings program. This program allows employees to supplement retirement income on a tax-favored basis by payroll deduction. This savings plan takes advantage of IRS rules, which allow certain employer groups, such as religious organizations, to establish a voluntary pre-tax savings program.

## **5. Flexible Spending Accounts (Section 125)**

Eligible employees can participate in a voluntary benefit plan that allows them to set aside a portion of their earnings each payday before it is taxed. There are three components to this plan:



- Premium Only Plan (POP): Automatic withholding of health plan premiums for employee and dependents unless waived in writing.
- Flexible Medical Spending Account: Used to pay for certain unreimbursed medical expenses.
- Flexible Dependent Care Spending Account: For certain unreimbursed dependent care expenses.

For further details please see the Principal.

## **6. Catholic Cemetery Burial Benefit**

Full and part time active and retired lay employees are eligible for a 10% discount on the price of a grave, crypt or niche at the three Archdiocesan cemeteries: Holy Cross, Colma; Holy Cross, Menlo Park; and Mt. Olivet in San Rafael.

The discount will be given only on the price of a grave, crypt or niche for the employee's use. However, employees who purchase a large family plot to include interment of parents, spouse or children will be given the discount on all graves within the plot. Note that the purchase must be for a family unit, not individual graves.

Proof of employment must be provided via Archdiocesan employee payroll number. For retired employees, proof of retirement must be available.

No other discounts or allowances are available. Once employees sign a contract with the Cemetery, it will be honored regardless of resignation or other reasons for termination.

## **7. Employer Paid Health Insurance Premium During Authorized Medical Leaves**

As a Catholic organization committed to following the path of Christ in the care of others, the Archdiocese has established a Policy Regarding Employer Paid Health Insurance Premium During Authorized Medical Leaves. If an employee who is enrolled in an Archdiocesan health plan becomes terminally or seriously ill during his or her employment with the School, he/she may become eligible for this benefit. Please contact the Principal concerning this policy.

## **8. Holidays And Holy Days**

[To be inserted in Addendum]

## **9. Vacation**

[To be inserted in Addendum]

## **10. Sick Leave**

Employees who are ill should take time off to get well. The School provides eligible employees paid time off during periods of disability or illness.

Sick leave is earned by regular full-time employees at the rate of 10 days per fiscal year (.83 days per month for exempt employees and .0384 per hour worked for non-exempt). All unused sick leave not used during the fiscal year can be carried over to the next fiscal year up to a maximum of 30 work days.

Those hired after the start of a fiscal year will have their sick leave determined on a pro rata basis until the next fiscal year begins. Regular part-time employees accrue sick leave in proportion to the amount of time they work. Employees who terminate will not be paid for unused sick leave benefits.

The Pastor or the Principal may ask for a doctor's certificate.

Sick leave can be used for the following reasons:

1. If an employees is ill, injured, temporarily disabled, or for a doctor's, dentist's, or other health care provider appointment;
2. An employee may use his/her annual sick leave accrual (i.e., the amount that would be accrued during twelve months) to attend to illness of his/her child, spouse or parent. This includes foster, step and adopted children and parents. All restrictions placed on employees for the use of sick leave also apply to the use of sick leave for their family members. The Pastoral Center will not discipline, discriminate against, or discharge employees who take advantage of their right to use sick leave to care for a family member.

The School reserves the right to require employees, before returning to work, to present a doctor's written confirmation indicating they are able to work without presenting a danger to themselves or others.

Time off due to sickness or injury, even if compensated, will not be considered hours worked for calculation of overtime pay.

Employees transferring from one Archdiocesan entity to another may not transfer accumulated sick leave to the new place of employment.

## **11. Job Training**

When the School sends employees for training, the training is to be paid for by the School. Time spent by employees in such training is considered time worked. This time must be recorded on the time card as "Training" or "Paid Other." The supervisor must sign off on the time card before it goes to the Principal or Superintendent of Schools or appointed designee for final approval.

Employees who take time off to attend training not sponsored or authorized by the School must use vacation or personal days if allowed or unpaid leave. The employee must ask their supervisor for the time off and must let the supervisor know if they wish to use vacation time or take unpaid leave.

## **12. Jury Duty**

The School encourages employees to fulfill their civic obligations. If called to serve on jury duty, employees are to notify their supervisor immediately.

Employees who are summoned for jury duty will be paid their regular rate of pay for a maximum of ten working days per year. Employees are to report to work on any days or partial days that they are not required to report or are excused from Court by 1:00 p.m. or earlier. The School reserves the right to request the court to postpone service or to excuse employees from jury duty based upon its need for the services of an employee at a particular time.

Employees are required to record jury duty on their time card and attach a copy of their jury duty receipt so they may be paid for jury time.

## **13. Military Leave**

Employees with more than one year of service will be protected against loss of income up to two weeks pay in a calendar year as a result of participation in annual training duty in the US. Military Reserves or the National Guard. In these circumstances, the School will pay the difference between what an employee earns from the government for military service and what s/he would have earned from normal straight time pay on the job.

An unpaid military leave of absence will be granted if employees are required to be absent in order to serve in the uniformed services of the United States for a period of up to five years (not including certain involuntary extensions of service).

## **14. Legal Service Leave**

Regular employees are allowed by law up to three days unpaid leave per year to appear in court as a principal in a legal action or a prospective parent in adoption proceedings. Employees are allowed unpaid leave to appear in response to a summons by a court. The request for leave must accompany a copy of the summons/notice of hearing and both must be submitted to the Principal as soon as the summons/notice is received.

## **15. Bereavement**

Employees who lose a relative usually need time to make funeral arrangements, attend services and attend to their own and family needs. The School will provide employees paid leave from work according to the following guidelines:

Death of spouse, child or parent

up to 5 consecutive work-days



Death of sibling or legal guardian

up to 3 consecutive work-days

Death of grandparent, mother or father-in-law, brother/sister-in-law, stepparent, stepbrother/sister, aunt, uncle, niece, nephew or grandchild

up to 2 consecutive work days.

For employees who attend the funeral of a spouse, child, parent or sibling more than 150 miles from the Archdiocese of San Francisco an additional bereavement day may be added, and if out-of-state, two additional days may be added.

If the Principal authorizes staff to attend a funeral (e.g., of a co-worker), employees attending the funeral service should record that time as "other paid." This policy applies to all employees.

#### **D. UNPAID LEAVES OF ABSENCE**

##### **1. Parent Leave For Children In School**

Regular employees who are parents or guardians of a child or children enrolled in kindergarten through grade 12 or a licensed day care facility, may take up to 40 hours per calendar year for the purpose of participating in activities, conferences, meetings or other school functions at the school or licensed day care facility. Employees are limited to no more than eight (8) hours off for this purpose in any one calendar month. Employees must provide reasonable advance notice of the planned absence to the supervisor.

The School does not pay employees during time off for school activities; however, employees may use vacation or personal days for this purpose.

##### **2. Other Unpaid Leaves**

Under certain circumstances the School will grant employees an unpaid leave of absence. This unpaid leave could be for personal or medical reasons.

##### **3. Request For Personal Unpaid Leave**

A request for a leave of absence is to be submitted in writing to the Principal as far in advance as possible. The School does not normally authorize an unpaid leave of absence. Any requests for an unpaid leave will be reviewed, among other things, in light of whether schedules can be maintained, except in an emergency situation or when otherwise required by law. Employees must be specific about the reasons for a requested leave of absence and must indicate an expected return to work date.

Employees who have been continuously employed by the School for at least twelve months may request an unpaid leave of absence. All accrued vacation and personal days must be used prior to granting an unpaid leave of absence. Unpaid leaves of absence are limited to a minimum of one week and a maximum of three months.



Requests for an unpaid leave of absence or any extension of an existing leave of absence must be submitted in writing and approved by the Principal or Superintendent of Schools or appointed designee before the leave is taken.

Employees on an authorized unpaid leave of absence will generally be entitled to return to their position, or a similar position, as long as they do not exceed the agreed upon time frames. However, the School reserves the right to eliminate a position for legitimate business reasons and lay off anyone in that position, even if on an approved leave of absence, except where prohibited by law.

#### **4. Continuation Of Benefits**

Employees on an unpaid leave of absence do not accrue vacation or sick leave benefits or holiday paid time off. Employees must continue to pay their own insurance premiums as well as their dependent coverage at their own expense. Accruals for sick leave and vacation will be reinstated if/when employees return to paid status.

#### **5. Return To Work**

Employees who are granted personal unpaid leave of absence will be informed of the conditions concerning returning to work, including the period (if any) during which they will be guaranteed reinstatement to the same or equivalent position. Employees who return to work from a leave because of their illness or injury must provide medical certification that they can safely perform the essential functions of their job.

### **E. FAMILY & MEDICAL LEAVE**

The School complies with the provisions of the federal Family and Medical Leave Act (FMLA). This law requires employers to provide up to a total of 12 workweeks of unpaid leave per 12-month period to eligible employees for certain family and medical reasons. Employees are eligible if they have worked for the School for at least one year and for 1,250 hours over the previous 12 months. The School uses a "rolling" 12-month period measured backward from the date an employee needs/begins a leave to determine whether leave time is available, unless another calculation is required by law. In the event of a conflict between the general leave policies and the provisions of the FMLA, the provisions of the FMLA shall prevail.

Please contact the Department of Catholic Schools for additional information and to determine whether a proposed leave is covered by the FMLA.

A total of 12 workweeks per 12-month period of FMLA leave may be used for one or more of the following reasons:

#### **1. Medical Leave**

Employees who are unable to work because of their own "serious health condition" (as defined by law) may be granted a medical leave of absence. This type of leave includes serious health conditions caused by pregnancy, childbirth, or other related medical

conditions. The School requires certification of the employee's need for medical leave, both before the leave begins and on a periodic basis during the leave by the employee's health care provider. Contact the Principal for more information.

## **2. Parental Leave**

Female employees, when not disabled by pregnancy or childbirth (see above), and male employees are eligible for a parental leave of absence to care for a child upon birth or upon placement for adoption or foster care. Parental Leave may be taken on an intermittent or reduced schedule if the employee and the Principal agree that it will be taken in this manner.

## **3. Family Care Leave**

Employees may be granted a family care leave of absence for the purpose of caring for a child, spouse or parent who has a serious health condition. The School requires certification of the family member's serious health condition, both before the leave begins and on a periodic basis, by the family member's health care provider.

## **4. Continuation Of Benefits During FMLA**

The School will continue to pay the employer's cost of eligible employees' group medical insurance (i.e., medical and dental) for the duration of the leave of absence covered by the FMLA (up to 12 work weeks per 12-month period). Employees are responsible for their cost of the premium coverage throughout the leave of absence and employees must pay appropriate premium(s) if they wish to continue dependent coverage during this period.

Except as otherwise provided for under the FMLA and/or specific terms of a given benefit plan, the period of time that an employee is on an approved leave of absence is excluded for purposes of determining eligibility for certain benefits such as vacation, sick leave and pension. Employees who return from a leave of absence in excess of thirty (30) days, will have the eligibility and accrual dates for such benefits adjusted to reflect the period of the leave.

A leave of absence may impact an employee's pension benefit. Please refer to the pension booklet for more information.

## **5. California Paid Family Leave (PFL)**

The California Paid Family Leave (PFL) is a new law that provides up to 6 weeks of leave in a 12 month period, for all lay employees who are covered by State of California State Disability Insurance. The employee is paid first by using up to two weeks of accrued vacation (if any vacation has accrued) and then by the State program. The State of California Disability Insurance, commonly called State Disability Insurance (SDI), covers all Archdiocesan lay employees (priest and religious are not eligible for this benefit) who are paid any wages through the payroll system.

## **6. Using Available Vacation And Sick Leave**

Employees may use all available sick leave and all employees have a right to use their vacation. The remainder of the leave is uncompensated by the School (although in some circumstances employees may be entitled to some compensation under the State Disability Insurance program).

Where the necessity for leave is foreseeable, employees are required to provide the employer with at least 30 days notice. If unforeseeable circumstances require the leave to begin in less than 30 days, the notice must be provided as soon as it is practical.

All family or medical leaves must have the prior written approval of the Principal.

## **7. Conditions Of Reinstatement From Leave**

Under most circumstances, employees returning from an approved leave of absence at the agreed upon time will be returned to their previous position or to an equivalent position with equivalent pay, benefits, and other employment terms and conditions. However, you have no greater right to reinstatement than if you had been continuously employed rather than on leave. For example, your employment may be terminated in conjunction with a layoff or a job elimination during a leave the same as if you were not on a leave.

## **8. Failure To Return To Work**

Employees who do not return to work following the completion of an approved leave of absence will be considered to have resigned their position with the School unless they have obtained a leave extension prior to expiration of the approved leave of absence.



**VI. TRAINING AND TRAVEL EXPENSES (ALL BUSINESS RELATED TRAVEL MUST BE APPROVED IN ADVANCE BY THE PRINCIPAL AT HIS/HER SOLE DISCRETION, AND IF APPROVED WILL BE SUBJECT TO THE FOLLOWING GUIDELINES.)**

**A. TRAINING EXPENSES**

**1. Registration**

The School will pay for the cost of registration, tuition or other fees associated with the cost of attending approved conventions, convocations, workshops, or classes.

**2. Mileage**

Work related travel please see mileage reimbursement Section II G on page 10 for information.

**B. OUT OF AREA BUSINESS TRAVEL**

**1. Procedures And Costs**

In considering the benefits of such travel, employees and their supervisor should consider the costs involved, both time away from ordinary job responsibilities and indirect financial outlay.

1. Before employees accept organizational leadership positions requiring travel and time away from work, they will consult with their supervisor, discussing the benefits and costs of participation. Specific approval of the Principal is required.
2. Prior to arranging business travel, including attendance at workshops, conventions, convocations, or meetings, employees must obtain the approval of their supervisor and Principal.
3. Upon return from the business trip, employees will brief their supervisor in writing on activities and benefits of the trip.
4. Out of area travel expenses must be kept within approved budgets.

**2. Travel Arrangements**

Employees should make travel arrangements themselves. Reservations should be made as far in advance as possible in order to achieve maximum savings.

Employees should fly coach class or other lowest fare available. Any upgrade in class will be at the employee's personal expense. The School will cover the cost of any flight cancellation or change penalties incurred for valid work-related reasons. However, supervisors must approve such changes in flight arrangements.



Employees who include personal travel, or incur costs pertaining to spouse, family or friends joining them as part of their business travel will be responsible for paying any added costs. In the case of airfare, this will be determined by subtracting the best round trip fare to the business destination from the cost of the full itinerary.

Employees will be reimbursed for transportation costs to and from the airport that exceed normal commute and for airport parking while away, or for taxi or shuttle fare. Employees should choose the least expensive travel alternative.

### **3. Lodging**

Employees traveling on business should choose moderate accommodations. When attending conventions or meetings, it is appropriate to stay at the "official" hotel of the gathering; and, in any event, not incur a hotel charge that is higher than that of the official hotel. Single occupancy or shared accommodations are acceptable.

When family members or friends accompany employees on a business trip, charges beyond the cost for single occupancy accommodations will be paid by the employee.

### **4. Ground Transportation**

With approval, employees traveling on School business may rent a car when a less expensive means of transportation is unavailable or when automotive rental will best facilitate the completion of business. Lower priced rental alternatives should be chosen.

Charges for use of taxis, shuttles, buses and other means of transportation are reimbursable.

### **5. Telephone Calls**

Employees will be reimbursed for work-related telephone calls as well as a brief call home each day while traveling outside the area. When possible, calls should be placed on a telephone credit card rather than billed through the hotel.

### **6. Non-Reimbursable Expenses**

Expenses not related to the business activity are not reimbursable. Examples of non-reimbursable expenses include, but are not limited to, the cost of movies, tours or other entertainment, bar bills, the cost of reading materials, meal expenses of personal guests and losses due to theft or misplacement.

### **7. Reimbursable Expenses**

Employees should request reimbursement for expenses within thirty calendar days of the expenditure. Written approval of the reimbursement must be by the Principal. The request for reimbursement must include appropriate details and receipts of expenses being submitted for reimbursement, such as purpose of business meal, persons in

attendance, where meal occurred and what subjects discussed. Advances for meal, hotel and transfer expenses are available upon request. Unused tickets are to be returned for credit or refund and the receipt given to the Principal for credit to the appropriate budget.

## **VII. TERMINATION OF EMPLOYMENT**

### **A. VOLUNTARY TERMINATION**

The most common type of termination is voluntary resignation. This includes employees who leave employment at the School to accept other employment, move, return to school, assume household responsibilities, resign for medical reasons, or retire.

#### **1. Letter Of Resignation**

As a courtesy, employees in non-exempt positions are asked to submit their written letter of resignation at least two weeks before their last active day of work. As a courtesy, employees in exempt positions are asked to submit their written letter of resignation at least four weeks before their last active day of work.

#### **2. Paycheck**

Employees giving a minimum of 72 hours notice (three working days) of intent to resign will be paid their pay and accumulated vacation for all hours worked on the last day of active work.

Employees who resign without prior notice must receive their last paycheck and accumulated vacation pay within 72 hours (three working days) from the time notice is given to the School.

### **B. INVOLUNTARY TERMINATION**

As noted in Section I. A., employment at the School is at-will. In addition to situations surrounding at-will terminations, certain conditions (including, but not limited to, those related to financial resources, reorganization of programs, priorities of departments, or change in administrative structure), may make it necessary to transfer or lay off employees. Should this occur, the primary consideration will be whether there is a need for the position, relative to other positions. Employees who transfer to another position will receive the salary designated for the new job classification.

In the event of layoff (not including voluntary terminations described above) regular employees will receive:

1. When possible at least four weeks notice that their position is being eliminated;
2. If appropriate, there may be severance pay, at the discretion of the Pastor and Principal. Severance pay, in the amount of 1 week's additional salary upon termination for every year of active service (partial year will be prorated) employed by the School as a lay employee, unless another comparable diocesan position is offered to the employee prior to the severance date.

Example: If an employee had worked 10 full years at the School and was earning \$500/week (gross) in salary, the severance pay would total \$5,000.00, less appropriate deductions. Severance pay will only be paid once for each year of active employment;

3. For the purpose of calculating severance pay, employment in any archdiocesan school, School or agency will be counted. Employees are required to sign a release document provided by the Archdiocese in order to receive severance pay.

### **C. EXIT INTERVIEW**

Employees who leave the School for any reason will be encouraged to participate in an exit interview with the Principal. This provides an excellent opportunity for employees to candidly speak about their employment experience at the School.

#### **1. Return Of Employer Property**

On or before the last day of active employment, employees must return all property or items belonging to the School, including but not limited to keys, credit cards, pagers, parking stickers, gate openers, cell phones, computer equipment, and all School property, tools and/or supplies. Additionally, terminating employees will return to the School all records, data, plans, programs, magnetic tapes, diskettes, discs, rolodex cards, passwords, letters, School lists, electronic mail, or other documents or materials of any nature which are in their possession or control which they obtained during their employment with the School.



## **VIII. DISPUTE RESOLUTION**

### **A. Disputes Involving Policy Decisions**

Disputes and complaints arise from time to time within an employment relationship. An unresolved complaint or dispute relating to the interpretation of any of the policies set forth in this handbook, with the exception of an employee's termination from employment or allegations of discrimination, sexual or other harassment, or retaliation must use the following process:

1. Employees must notify their supervisor, in a timely fashion, of any grievance considered applicable for handling under this policy. The problem-solving procedure is the exclusive remedy for employees with disputes about policies or practices at the School with the exception of allegations of harassment, discrimination and termination. Such allegations of harassment, discrimination and termination may be resolved informally under this Dispute Resolution Procedure but otherwise must be resolved using the Alternative Dispute Resolution Policy.
2. Employees should initially approach their immediate supervisor and attempt to resolve the matter. The Supervisor will endeavor to respond to the complaint within 10 working days.
3. If step 1 fails to adequately resolve the complaint, the employee may approach their Principal. At this point, the concern must be in writing and must contain a brief statement of the facts of the grievance, the basis of the objections and the desired remedy. The written grievance must be submitted within ten (10) working days of completing Step 1 above.
4. The Principal or designee will investigate the concern. The Principal or designee will meet with all parties involved. When the Principal or designee finishes his/her investigation, a response in writing will be prepared. Once the written response is prepared it will be given to the employee involved in the dispute within 10 working days.
5. If the solution proposed by the Principal is not satisfactory, the employee may appeal the decision to the Superintendent of Schools or designee. This is the final internal level of review and decision-making. Once the written complaint is received, the Superintendent of Schools or his/her designee will endeavor to investigate and prepare a response within 10 working days. Any further grievance or dispute regarding termination, harassment, or discrimination is subject to the Alternative Dispute Resolution Policy.

Only issues involving employment terms and conditions and/or meaning and application of the written personnel policies may be submitted for review. Grievances that question, dispute, or challenge the teachings and principles of the Roman Catholic Church may not be submitted for review, and will not be reviewed.

## **B. Alternative Dispute Resolution Policy**

As an expeditious and economical way to settle serious employment disputes including those relating to, or arising out of, termination of employment, alleged discriminatory conduct, including those alleged sexual or other harassment or retaliation without the need to go through the courts, the Archdiocese of San Francisco and its Schools agrees, and requires its employees, to submit such disputes to final and binding arbitration as set forth more fully in the Archdiocese of San Francisco's Alternative Dispute Resolution Policy. (See Exhibit E.) Covered disputes include without limitation, alleged violations of federal, state and/or local laws and statutes including, but not limited to, claims arising under Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act of 1967; claims based on any purported breach of contractual obligation, including breach of the covenant of good faith and fair dealing; claims of wrongful termination or constructive termination; and claims based on any purported breach of duty arising in tort, including violations of public policy. All such disputes shall be settled exclusively by final and binding arbitration; only an arbitrator, and not a judge or jury, will hear such disputes.

## **IX. CONCLUSION**

In closing, many of the School and Employee benefits and policies have been treated only briefly in this handbook. If you have any questions or want more information, the School Administrator or the Principal or Department of Catholic Schools or appointed designee will be happy to help you with questions or problems.

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# **EXHIBIT A**



EXHIBIT A

# **THE ARCHDIOCESE OF SAN FRANCISCO**

## **POLICY AND PROCEDURES REGARDING FINGERPRINTING AND OTHER BACKGROUND CHECKS FOR EMPLOYEES, CLERGY AND VOLUNTEERS WHO WORK WITH CHILDREN OR YOUTH**

### **I. INTRODUCTION**

Over the years the Chancery office has kept pastors, principals, and agency heads up-to-date on the various laws which relate to both mandated and non-mandated-but-authorized fingerprinting of employees, clergy, and volunteers. However, in order to provide a single reference concerning the overall subject of fingerprinting, as well as other types of employee/volunteer background checks pertaining to those who work with children or youth, this comprehensive document has been prepared. This policy and related procedures shall apply to those parishes, schools, and agencies owned and operated by the Archdiocese. While a copy of this document may be provided to private institutions as a courtesy, it will be necessary for them to adopt and implement their own policy and procedures.

Please retain this document for future reference and disseminate copies of the same to those within your parish, agency, and/or school whom you deem appropriate.

### **I. PRIVATE SCHOOLS - STATE-MANDATED FINGERPRINTING OF EMPLOYEES**

Section 33191 of the California Education Code requires corporations offering or conducting private school instruction on the elementary or high school level to file with the Superintendent of Public Instruction a statement, under penalty of perjury, setting forth, among other things, that criminal record summary information has been obtained pursuant to Section 44237 of the Education Code. Section 44237 requires private schools on the elementary or high school level to require each applicant for employment in a position requiring contact with minor pupils who does not possess a valid California teaching credential, or is not currently licensed by another state agency that requires a criminal record summary, to submit two sets of fingerprints to the Department of Justice for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation.

The purpose of Section 44237 is to protect minor pupils. In its original form, the law was known as the "Bates Act", and now, since its amendment in September of 1997, is commonly known as the "Michelle Montoya School Safety Act".

The Montoya Act modifies the former Bates Act provisions in a number of significant ways:

1. The school SHALL NOT employ a person UNTIL the Department of Justice completes its criminal records search and makes its report to the employer. (Formerly, an employer could hire an employee subject to terminating him/her, at the school's discretion, if the report from the Department of Justice contained information which would warrant termination.)
2. The school SHALL NOT employ any person who has been convicted of a "violent OR serious felony". (While it would not have been prudent to hire someone with a violent or serious felony background anyway, nevertheless the new law takes away any employer discretion in such cases.) For purposes of this law, a violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code, and a serious felony is any felony listed in subdivision (c) of Section 1192.7 of the Penal Code. These felonies include such things as actual or attempted murder, manslaughter, rape, sexual abuse of a child, lewd acts with minors, residential burglary, kidnapping, robbery, selling/giving hard drugs to minors, armed theft, arson, etc.
3. The Department of Justice shall ascertain whether the applicant has been arrested or convicted of ANY CRIME, insofar as that can be ascertained from information available to the Department, and forward the information to the employer designated by the applicant submitting the fingerprints. (Formerly, the Department of Justice reports only included information as to whether or not an employee had a conviction record or an arrest pending final adjudication for any sex offense, controlled substance offense, or crime of violence.) The Department of Justice will not forward records of criminal proceedings that did not result in a conviction, but it will forward information on arrests that are still pending adjudication.
4. This law applies to EACH APPLICANT (including lay persons, religious, and priests) for PAID employment IN A SCHOOL POSITION REQUIRING CONTACT WITH MINOR PUPILS who does not possess a California Teaching Credential or is not currently licensed by another state agency that requires a criminal record summary. (Formerly, the law only applied to regular full-time and part-time employees, but now ALL proposed new hires, INCLUDING SHORT-TERM SUBS AND TEMPS who have contact with minor pupils, must be fingerprinted and have a criminal record check.)

The information from the Department of Justice to the employer is to be provided through the Department's electronic fingerprinting system (i.e., Livescan) within three working days. LIVESCAN REPORTS COVERING SCHOOL PERSONNEL ARE CENTRALLY CHanneled THROUGH THE ARCHDIOCESAN DEPARTMENT OF CATHOLIC SCHOOLS. If the Department of Justice cannot ascertain the information required within the above-described time frame, the Department must notify the employer that it cannot do so within that time frame. A notification shall be made by telephone and shall be confirmed in writing and delivered to the employer. IN NO EVENT, HOWEVER, MAY THE SCHOOL EMPLOY A PERSON UNTIL THE DEPARTMENT OF JUSTICE COMPLETES ITS WORK.



5. As for INDEPENDENT CONTRACTORS, the Montoya Act does not specifically address the subject of independent contractors who work in PRIVATE schools. However, this may simply have been an oversight since a related section of the Education Code, which was revised at the same time as the one pertaining to private schools, provides that if an entity has a contract with a public school whereby its employees may have other than limited contact with pupils, and the entity is engaged to provide janitorial, administrative, landscaping, transportation, or food-related services or similar services, then the entity's employees must be fingerprinted.

Because of this fact, and since, under the former Bates law, officials from the Department of Justice have indicated that it would consider employees of independent contractors who work in the school and have other than limited contact with minors to be included in the provisions of the Act, it is recommended that any contractual arrangement with an independent contractor be negotiated so as to provide that workers made available to the school must first be fingerprinted and subject to appropriate clearance. Contractual arrangements with the independent contractor should specifically state that the contractor will make available to the school only employees who have followed the procedures outlined in Section 44237 of the California Education Code which pertains to the submission of fingerprints to the Department of Justice for the purpose of obtaining a criminal record summary from the Department of Justice and the Federal Bureau of Investigation. And, on the fingerprint application card, the contractor should be required to list the Archdiocese of San Francisco as the "employer" to whom the criminal record shall be furnished.

## II. FINGERPRINTING OF CLERGY

Effective January 1, 1999, Section 44237 was further amended such that any person who "owns or operates" a private school cannot have been convicted of a violent or serious felony or be prohibited from employment by a public school district pursuant to any provision of the Education Code.

After a considered legal analysis of the revised law by the lawyer for the California Catholic Conference, which was reviewed and approved by the California Diocesan Attorneys, THE CALIFORNIA BISHOPS CONFERENCE ENDORSED THE PRINCIPLE THAT ALL PASTORS AND PAROCHIAL VICARS ASSIGNED TO PARISHES WITH SCHOOLS MUST BE FINGERPRINTED. While technically speaking, both pastors and parochial vicars are "employed" by the Corporation Sole, the pastor is the *de facto* operator of the school under canon law, and the parochial vicars have sufficient contacts with school children such that, for purposes of this law, they can be considered to be engaged in providing services to the school.

IN ADDITION, BECAUSE CLERGY ALSO TEND TO HAVE REGULAR CONTACT WITH CHILDREN OUTSIDE THE SCHOOL CONTEXT, ARCHBISHOP LEVADA HAS DETERMINED, AS A MATTER OF ARCHDIOCESAN POLICY, THAT ALL CLERGY (INCLUDING DEACONS) IN RESIDENCE AND/OR ASSIGNED TO WORK AT ANY NON-



SCHOOL FACILITY OF THE ARCHDIOCESE MUST ALSO BE FINGERPRINTED. (THE PROCEDURES APPLICABLE TO THE GRANTING OF ARCHDIOCESAN FACULTIES TO VISITING PRIESTS WILL INCLUDE COMPLIANCE WITH THIS FINGERPRINTING POLICY.)

Though being fingerprinted is an inconvenience, the Bishops have concluded that it is justified by the policy interests involved. The Archdiocese fully supports the relatively unobtrusive fingerprint requirement in the interest of our children. Fortunately, the fingerprinting process has been simplified in recent years with the development of the Livescan system. OBTAINING THE FINGERPRINTS IS DONE AT THREE COUNTY LOCATIONS, AND THE DEPARTMENT OF JUSTICE AND FBI REPORTS ARE CHanneled VIA COMPUTER DIRECTLY TO THE ARCHDIOCESAN VICAR FOR CLERGY.

For further details, clergy can contact the Archdiocesan Vicar for Clergy's Office. Once fingerprints have been obtained, re-fingerprinting is not necessary in the event of a new Archdiocesan assignment.

### **III. STATE-AUTHORIZED FINGERPRINTING OF SCHOOL VOLUNTEERS, AND BOTH VOLUNTEERS AND EMPLOYEES OF PARISHES AND AGENCIES**

Section 11105.3 of the California Penal Code provides that notwithstanding any other law, a non-profit corporation employer MAY request from the Department of Justice records of all convictions or any arrest pending adjudication involving specified offenses of a person who applies for an EMPLOYMENT OR VOLUNTEER position in which he or she would have SUPERVISORY OR DISCIPLINARY POWER over any person under his/her care.

It is the POLICY OF THE ARCHDIOCESE OF SAN FRANCISCO that the following categories of parish, school and agency VOLUNTEERS, as well as PAID parish and agency employees (paid school employees are already covered by the mandatory provisions of the Montoya Act) SHALL be fingerprinted in view of the fact that they have substantial supervisory/disciplinary power over, and/or contact with, minors – sometimes on a singular adult basis:

- Directors/Coordinators of Religious Education and paid Catechists
- Directors/Coordinators of Youth Ministry (Programs)
- Directors of Children's Choir
- Regularly assigned School Yard Duty Workers and Teachers Aides
- Directors of Youth Athletics/Head Coaches

LIVESCAN REPORTS PERTAINING TO NON-SCHOOL PARISH EMPLOYEES AND VOLUNTEERS ARE CENTRALLY CHanneled THROUGH THE ARCHDIOCESAN HUMAN RESOURCES OFFICE.

#### IV. CITY OF SAN MATEO FINGERPRINTING/TRAINING ORDINANCE

On November 4, 1996, the Mayor of San Mateo signed a City Council Ordinance adding Chapter 10.65 to the Municipal Code, which deals with FINGERPRINTING AND/OR TRAINING of certain EMPLOYEES and/or ADULT VOLUNTEERS of non-profit organizations. Both public and PRIVATE SCHOOLS are expressly EXEMPT from the entire ordinance. RELIGIOUS CORPORATIONS (e.g., the parishes) also are EXEMPT EXCEPT with respect to programs that are PREDOMINANTLY SPORTS OR RECREATION PROGRAMS.

If a parish's sports programs are under the auspices of the school, then the sports program provision does not apply. The parish would then need to focus only on whether any of its ministries, programs, etc., predominantly involve a recreation component.

If the Ordinance does apply with respect to a particular parish program, the parish may already be in compliance if it fingerprints its employees and volunteers pursuant to Section III above and if the parish follows the *Archdiocesan Policies and Procedures Regarding Child Abuse and Harassment* (which requires employees and regular volunteers to receive a copy of the written policy and to view the training video tape). With regard to child abuse training (the Ordinance requires two hours of annual child abuse training for all employees and volunteers who work with or supervise children), a relatively simple procedure could be adopted whereby the parish/school could show the Archdiocesan video and distribute and discuss the Archdiocesan written policy as part of a single "orientation night" for all regular volunteers and employees.

The fingerprinting component of the ordinance only applies (if at all) to EMPLOYEES (i.e., paid persons) who have "SUPERVISORY OR DISCIPLINARY CONTROL" over children, AND to ADULT VOLUNTEERS who, in the ordinary course of their volunteer duties, would be "ALONE" with minor children. "Alone" is defined as when there is no other adult person present in the same room with the child or children or, if the activity is out of doors, present within a 30-yard radius of the child or children.

#### V. PROCEDURES FOR PROCESSING FINGERPRINTS

1. School employees and volunteers - Contact the Archdiocesan Department of Catholic Schools
2. Parish employees and volunteers - Contact the Archdiocesan Human Resources Office.
3. Clergy - Contact the Archdiocesan Vicar for Clergy Office.

**VI. EMPLOYEE AND VOLUNTEER BACKGROUND CHECKS  
BY WAY OF FORMAL APPLICATION FORMS**

ALL EMPLOYEES and VOLUNTEERS who have REGULAR CONTACT WITH CHILDREN OR YOUTH should be required to complete a formal application form, irrespective of whether they are mandated by law or Archdiocesan policy to be fingerprinted. This should be maintained in a locked file at the local site. A sample application form is attached.

The following checklist is provided to assist you in determining which individuals should be required to complete an application form.

- Q. With regard to employees and volunteers having "regular contact" with children, what does "regular" mean?
- A. There is no precise litmus test that can be used. Therefore, it is necessary for parishes, schools, and agencies to evaluate each position on an *ad hoc*, reasonableness basis. The following checklist, the answers to which should be considered as a whole, might be helpful in this regard:
- How many times per year is the volunteer or employee expected to engage in work that involves contact with children?
  - Will other adults be present or in the immediate vicinity? If not, how long will the employee or volunteer be alone with children?
  - How many children will be present?
  - Where will the activity take place (inside or outside)?
  - Will the activity be in open view to the public or closed?
  - Is the employee or volunteer well-known to the school, parish, or agency community?

Attachment (2 pgs):

*Archdiocese of San Francisco Application Form for  
Persons Volunteering to Work with Children and Youth*

ARCHDIOCESE OF SAN FRANCISCO

APPLICATION FORM

FOR PERSONS VOLUNTEERING TO WORK WITH CHILDREN AND YOUTH

Parish: \_\_\_\_\_

Please print clearly and complete the entire document. Once completed return it to the Parish Office.  
This form must be completed before you begin your work with children.

All information will remain confidential except as set forth herein.

Name \_\_\_\_\_ Home Phone \_\_\_\_\_

Address \_\_\_\_\_ Work Phone \_\_\_\_\_

City \_\_\_\_\_ Zip Code \_\_\_\_\_

Social Security # \_\_\_\_\_ (Confirmed with photo ID) \_\_\_\_\_

or Date of Birth # \_\_\_\_\_ (Confirmed with photo ID) \_\_\_\_\_

or Driver's License Number # \_\_\_\_\_ (Confirmed with photo ID) \_\_\_\_\_

Mailing Address if different from above \_\_\_\_\_

List other names you use or are known by \_\_\_\_\_

Volunteer ministry you wish to perform \_\_\_\_\_

Hours available \_\_\_\_\_ Day of the week available \_\_\_\_\_

Present Occupation \_\_\_\_\_

Employer/Business Name \_\_\_\_\_ Years employed \_\_\_\_\_

Employer/Business Address \_\_\_\_\_

Education completed \_\_\_\_\_

Certificates/Special Training \_\_\_\_\_

Previous experience working with children/youth in organizations, schools, parishes (Please list activity and name of organization, school, parish.)

Professionally \_\_\_\_\_

As a volunteer \_\_\_\_\_



Membership in organizations (Please list) \_\_\_\_\_

What other experiences have you had which would assist you in doing your ministry? (Please list)

**References:** Please list two references. Your references should be people who know your work and personal character.

**NAME**

**MAILING ADDRESS**

**PHONE**

1. \_\_\_\_\_

2. \_\_\_\_\_

1. Are you addicted to alcohol, drugs or any illegal substance? \_\_\_\_\_ Yes \_\_\_\_\_ No

2. Have you ever been convicted of a crime? (other than minor traffic violations?) \_\_\_\_\_ Yes \_\_\_\_\_ No

3. Have you ever been convicted of child neglect, abuse or sexual misconduct? \_\_\_\_\_ Yes \_\_\_\_\_ No

4. Have you ever been suspended, dismissed or asked to resign a paid  
or volunteer position involving children? \_\_\_\_\_ Yes \_\_\_\_\_ No

If you answered "yes" to any of the above questions please explain:

Would you agree to undergo finger-printing if this were considered necessary? \_\_\_\_\_ Yes \_\_\_\_\_ No

I understand that the information I have provided may be verified, and used to evaluate my suitability for volunteer work, by contacting the persons, parishes or organizations named in this application, as well as, any agency (e.g. Department of Justice Child Molester Registry Program) authorized by law to provide criminal records or information to the Archdiocese. I hereby release and agree to hold harmless from liability any person, parish or organization that provides information. I also agree to hold harmless the parish, the Roman Catholic Archbishop of San Francisco, the Archdiocese, and the officers, directors, employees and volunteers thereof. I affirm the foregoing is true and correct to the best of my knowledge.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Director/Supervisor of Program/Activity

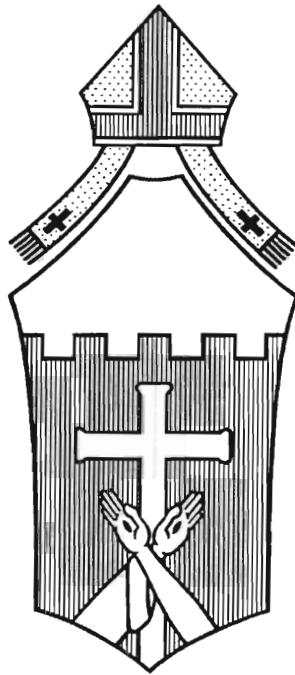
\_\_\_\_\_  
Date

# **EXHIBIT B**

EXHIBIT B

# **THE ARCHDIOCESE OF SAN FRANCISCO**

ONE PETER YORKE WAY, SAN FRANCISCO, CA 94109-6602



## **POLICIES AND PROCEDURES REGARDING CHILD ABUSE AND HARASSMENT**





**TABLE OF CONTENTS**

**POLICIES AND PROCEDURES**

**REGARDING**

**CHILD ABUSE AND HARASSMENT**

**PREFACE: LETTER FROM ARCHBISHOP WILLIAM J. LEVADA  
INTRODUCING POLICIES AND PROCEDURES**

<b>I.</b>	<b>CHILD ABUSE POLICY AND PROCEDURES . . . . .</b>	<b>PAGE 1</b>
<b>II.</b>	<b>STUDENT-TO-STUDENT HARASSMENT POLICY AND PROCEDURES . . . . .</b>	<b>PAGE 9</b>
<b>III.</b>	<b>YOUTH/ADOLESCENT HARASSMENT POLICY AND PROCEDURES . . . . .</b>	<b>PAGE 15</b>
<b>IV.</b>	<b>WORKPLACE HARASSMENT POLICY AND PROCEDURES . . . . .</b>	<b>PAGE 21</b>
<b>V.</b>	<b>ACKNOWLEDGMENT . . . . .</b>	<b>PAGE 25</b>

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# THE ARCHDIOCESE OF SAN FRANCISCO

OFFICE OF THE ARCHBISHOP

ONE PETER YORKE WAY, SAN FRANCISCO, CA 94109-6602 (415) 614-5500

## P R E F A C E

It is our duty, as God's family, to respect all those whom we encounter, both in our private lives and in the ministry, school, and workplace settings. One can never justify abuse of children or the harassment of another individual based on race, age, color, religion, creed, national origin, ancestry, age, sex, or physical or mental disability. Fortunately, society addresses these behaviors through laws which prohibit various types of child abuse and harassment. It is essential that the Church take a leadership role in condemning such behavior and help those involved in providing ministry, and those who are the recipients of that ministry, to better understand and respond to these problems when they arise.

The accompanying policies introduce us, in a focused manner, to the issues of child abuse, as well as ministry, school, and workplace harassment. They are designed to assist us in fulfilling our moral and legal responsibilities in this regard.

I invite all those involved in the ministry of the local Church to become familiar with the accompanying policies and procedures, and to stand together in our commitment to do our very best to prevent and respond to the various forms of abuse and harassment which occur in our society, including our churches, schools, and the workplace.

Dated: April 3, 2001

+ William J. Levada  
Most Rev. William J. Levada



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# **THE ARCHDIOCESE OF SAN FRANCISCO**

## **I.**

### **CHILD ABUSE POLICY AND PROCEDURES**

#### **A. INTRODUCTION**

The terms "childhood" and "innocence" are synonymous in nature. That is why the pain runs so deep for all those of good will when we learn that the innocence of a child has been harmed, and in some cases destroyed, by the experience of childhood abuse. In the Gospel, Jesus says, "Let the little ones come unto me", and "Woe to him who brings harm to the child". Recognizing the particular beauty, innocence, and vulnerability of children, Jesus entrusted them to our special care. Therefore, these policies and procedures have been developed to provide prompt and objective investigations of claims of abuse of children and to provide effective pastoral assistance to those who have been harmed.

As a condition of employment, those who serve the Archdiocese of San Francisco are required to follow the Policies and Procedures set forth below.

#### **B. REPORTING CHILD ABUSE - THE REPORTING LAW**

While everyone should report suspected child abuse and neglect, Article 2.5 of the State of California Penal Code provides that it is a crime for certain individuals who have contact with and supervision of children (e.g., school, parish and agency teachers and administrators, coaches, etc.) not to report suspected abuse to the proper authorities. The following are excerpts and summaries of sections from the State of California Child Abuse Reporting Laws:

"... any child care custodian, health practitioner, or employee of a child protective agency who has knowledge of or observes a child in his/her professional capacity or within the scope of his/her employment whom he/she knows or reasonably suspects has been the victim of child abuse shall report the known or suspected instance of child abuse to a child protective agency immediately or as soon as practically possible by telephone and shall prepare and send a written report thereof within 36 hours of receiving the information concerning the incident. For the purposes of this article, "reasonable suspicion" means that it is objectively reasonable for a person to entertain such a suspicion, based upon facts that could cause a reasonable person in a like position, drawing when appropriate on his/her training and experience, to suspect abuse." (Pen. Code, #11166)

Since January 1997, California law requires that clergy join childcare custodians, school personnel, health care practitioners, and other professional groups as mandated reporters

of suspected child abuse. The law allows for exemptions from reporting by clergy in limited circumstances called a penitential communication, which is defined as "a communication, intended to be in confidence, including, but not limited to, a sacramental confession, made to a clergy member who, in the course of the discipline or practice of his or her church, denomination, or organization, is authorized or accustomed to hear those communications, and under the discipline, tenets, customs, or practices of his or her church, denomination, or organization, has a duty to keep those communications secret". For Catholic clergy, this limitation, however, is only available when there is a clear religious tradition, supported by the teachings, laws and practices of the Church, that would outweigh the reporting mandate. Clearly, this exemption includes the hearing of a penitent's confession by a priest or bishop. In cases of confidential communication apart from confession, the duty to protect children by reporting the known or suspected child abuse may, and in some instances should, prevail over the presumption of confidentiality. This would be true where a member of the clergy determines that children are currently at risk of abuse. Should a clergy member have questions about whether he must report in a given instance, he should consult with the person designated by the Diocese to provide advice on and/or coordinate these issues.

1. Failure to report by telephone immediately or as soon as practically possible, and then in writing within 36 hours, is a misdemeanor "punishable by confinement in the county jail; for a term not to exceed six months or by a fine of not more than \$1000 or both".
2. Those required to report should be aware that mere reporting does not necessarily mean that a civil or criminal proceeding will be initiated against the suspected abuser.
3. The written reports that mandated reporters must submit within 36 hours must be on a Department of Justice form.
4. The reporting duties (and statutory penalties for failing to report) of a mandated reporter are individual, and cannot be delegated to another individual. Supervisors or administrators may not impede or inhibit reporting by a mandated reporter, nor may they take any actions against the reporter for making a report. However, it is appropriate to establish internal procedures to facilitate reporting and apprise supervisors and administrators of reports so long as these procedures are not inconsistent with the reporting law.
5. Mandated reporters of child abuse are immune from civil or criminal liability.

#### C. **DEFINITIONS**

"Child"

is defined as a person under the age of 18 years.

"Child abuse"

includes sexual abuse, non-accidental physical injury, and neglect.

**"Child care custodian"**

includes school administrators, teachers, instructional aides, teacher aides, teacher assistants or extended care personnel employed by any public or private school. It also means an administrator or employee of a public or private youth center, youth recreation program, or youth organization, as well as administrators or employees of a public or private organization, whose duties require direct contact with, and supervision of, children. The law states that volunteers of such organizations are encouraged to obtain training in the identification and reporting of child abuse. The Archdiocese wholly endorses this principle.

**"Clergy"**

California law defines clergy as "a priest, minister, rabbi, religious practitioner, or similar functionary of a church, temple, or recognized religious denomination or organization". Roman Catholic tradition and Canonical definition indicate that this definition would include those who have received Holy Orders: a deacon, priest or bishop.

**"Reasonable suspicion"**

includes suspicion based on circumstances that would cause a "reasonable person" in a like position, drawing when appropriate upon his/her training and experience, to suspect child abuse.

**D. MAKING A REPORT**

The mandated reporter must provide his/her name and the following information when making the telephone report of suspected child abuse to the child protective agency:

- Name of child;
- Present location of the child;
- Nature and extent of the injury; and
- Any other information, including that which led the person to suspect child abuse, requested by the child protective agency.

Within 36 hours of making the telephone report, a written report must also be filed with the child protective agency. The written report must be filed on Department of Justice Form SS 8572, "Suspected Child Abuse Report". Child protective agencies fill out Department of Justice Form SS 8583. These forms are available through county welfare and probation departments and law enforcement agencies. It is recommended that Archdiocesan parishes, schools, and agencies obtain a supply of these forms and keep them in a well-known and readily accessible location.

After the oral report is made, a person from a child protective agency will usually be dispatched immediately to the site. If neglect is suspected, the worker will respond to the site or to the child's home within one to three days, as per county practice.



A copy of the report need not be made a part of any pupil's cumulative record; however, a notation on the cumulative record indicating "C.A. report filed (with date)" would be appropriate. One copy of the report may be kept in a confidential file or log by the administration, but not placed in the pupil's folder.

Follow-up with the family is the responsibility of the county agency. In all cases, they indicate:

- (a) That it is the organization's legal obligation and interest in the child's welfare that prompted the report; and
- (b) That the organization report without naming the individuals who made the observation and referral.

#### **E. DETECTION OF CHILD ABUSE**

Child care custodians, clergy, and other parish, school and agency employees and volunteers can play a critical role in the early detection of child abuse and neglect. Symptomatic signs of abuse and/or neglect, which may include injuries, listlessness, poor nutrition, disruptive behavior, absenteeism, or depression, are often first seen by such personnel. Immediate investigation of suspected abuse by child protective agencies and the designated Archdiocesan officials (see Section J.) may save a child from repeated injuries. Therefore, personnel should not hesitate to report suspicious injuries or behavior. If in doubt, contact the appropriate person at the Chancery. The mandated reporter's duty is to report after being satisfied that there is reasonable suspicion of child abuse, not to conduct an exhaustive investigation.

#### **F. WHO TO CALL**

A phone call should be made to the appropriate county agency or local police department. The phone numbers for the protective agencies in each county are as follows:

San Francisco:	Child Protective Services	(415) 558-2650
	Police	(415) 553-0123
Marin:	Child Protective Services	(415) 499-7153
	Police - San Rafael	(415) 485-3000
San Mateo:	Child Protective Services	(650) 595-7922
	Police - City of San Mateo	(650) 377-4545
	Police - Redwood City	(650) 780-7100

For additional information or consultation, you may call:

- San Francisco Child Abuse Council (415) 668-0494
- Marin Child Abuse Council (415) 472-7164
- San Mateo Child Abuse Council (650) 327-8120

**G. INTERVIEWING A VICTIM AT SCHOOL WHEN THE MATTER PERTAINS TO CHILD ABUSE WITHIN THE CHILD'S HOME**

Whenever a representative of a child protective agency deems it necessary, a suspected victim of child abuse may be interviewed during school hours, on school premises, concerning a report of suspected child abuse that occurred within the child's home. The following procedure will be followed by the child protective agency worker, school representative and/or staff member:

- The child will be afforded the option of being interviewed in private or selecting any adult who is a member of the staff of the school, including any certificated or classified employee or volunteer aide, to be present at the interview. Be sure that you witness the offering of this option.
- A representative of the child protective agency will inform the child of that right prior to the interview. The purpose of the staff person's presence at the interview is to lend support to the child and enable him/her to be as comfortable as possible.
- The staff member will not participate in the interview.
- The member of the staff will not discuss the facts or circumstances of the case with the child.
- The member of the staff is subject to confidentiality, a violation of which is punishable by up to six months in jail or a fine of \$500, or by both.
- The representative of the school will inform a member of the staff so selected by a child of the requirements of this section prior to the interview.
- If the staff person selected agrees to be present, the interview will be held at a time during school hours when it does not involve an expense to the school.
- In most cases, the child protective agency worker will notify the parents of their meeting which was held with the child. If this is not made clear to the school representative, there should be a discussion between the child protective agency worker and the school representative to make a decision as to who will notify the parents.

**H. EMPLOYMENT REQUIREMENTS**

On January 1, 1985, Chapter 1718 (AB 2710) became effective. It requires any child care custodian who enters into employment on or after that date to sign a written acknowledgment of his/her legal requirement to report child abuse (see Page 25 - Acknowledgment).

In 1991, the statute was broadened to include administrators or employees of public or private youth centers, youth recreation programs or youth organizations, as well as administrators or employees of a public or private organization whose duties require direct contact and supervision of children.

**I. PREVENTION AND PREPARATION**

1. Screen all potential employees through the State Department of Justice and do reference checks.
2. Train staff to recognize signs of abuse/neglect and to report to the administration any suspected cases. (Staff have an individual responsibility to report suspected cases to a child protective agency.)
3. Establish procedures regarding adults with children at the school, parish, agency, etc., and off campus.
4. Establish contact with your local child protective agency. Have names and telephone number(s) available.

**J. WHAT TO DO WHEN ABUSE OR NEGLECT IS SUSPECTED**

1. Notify the Child Protective Agency immediately by telephone when you have "reasonable suspicion".
2. If reasonable suspicion is determined, place employee on administrative leave pending consultation with the appropriate person at the Chancery. (The Archdiocese may determine that appropriate medical evaluation and/or counseling for the alleged perpetrator as well as an offer of counseling for the victim and family members is in order under such circumstances.)
3. After determining reasonable suspicion, do not attempt further investigation without consultation with the applicable Archdiocesan Chancery official. It is the responsibility of such Chancery personnel to assure proper coordination with applicable legal authorities and to promptly initiate an effective pastoral investigation and response through the use of experts in such areas as physical, mental, and spiritual health, social work, canon law and civil law.
4. Establish contact with the appropriate person at the Chancery.

If clergy is suspected, call the Office of the Archbishop or the Office of the Vicar for Clergy at the Chancery. (Backup is the Vicar for Administration.)

If school personnel are suspected, call the Superintendent of Schools at the Chancery. (Backup is the Assistant Superintendent for Personnel.)

If non-school personnel are suspected, call the Director of Human Resources at the Chancery. (Backup is the Human Resources Employment and Training Manager.)

For general guidance or backup, call the Archdiocesan Legal Counsel at the Chancery.

5. Consider general advisement of staff, students, parents, etc., of the situation after consulting with the appropriate Chancery person, keeping in mind the various privacy interests involved.
6. Reach out to actual or alleged victims and their families and communicate your sincere concern for their spiritual and emotional well-being. Tell family members who inquire that Archdiocesan officials have been notified and are investigating.
7. Refer media questions and inquiries to the Director of the Archdiocesan Communications Office at the Chancery.

#### K. RESOURCES

A current copy of the *Child Abuse Prevention Handbook* (available through the Crime Prevention Center of the Office of the Attorney General) or some similar general treatise on the subject (e.g., *Slayer of the Soul: Child Sexual Abuse and the Catholic Church*, by Stephen J. Rossetti, Twenty Third Publications, P.O. Box 180, Mystic, CT 06355, Phone: 860-536-2611 or 1-800-572-0788) should be required reading for all staff covered by the laws referenced above, as well as other staff members and volunteers.

#### L. INDEPENDENT FACT FINDING COMMITTEE

1. Because of the unique physical, psychological, and moral dimensions involved in claims of abuse of minors, there is a particular need to do everything possible to avoid even the perception in the minds of alleged victims, their families, the Christian faithful, and the public at large that the investigative response to a complaint is anything less than thorough and objective. For this reason, if the suspected abuse involves alleged genital contact between an adult employed by or otherwise involved in the ministry of the Church and a minor, an independent Fact Finding Committee shall be appointed by the Archbishop to investigate such charges.
2. While Archdiocesan personnel may, upon request, provide technical assistance to the Fact Finding Committee from time to time, such personnel shall not serve on the Committee. The Committee itself will be made up of persons not directly associated with the Archdiocese who have investigative skills that can be applied to the examination of allegations of sexual misconduct involving minors. Depending on the nature of the case, the Committee may include individuals with backgrounds in psychology, psychiatry, social work, nursing, licensed marriage and family counseling, medical doctors, lawyers (e.g., retired judges, prosecutors, public defenders), or retired police or other forensic investigators, if their assistance would benefit the particular investigation being undertaken. In view of the fact that some members might not be readily available when a crisis arises, the particular Fact Finding Committee used in a given circumstance will be chosen from a pool of qualified individuals willing to volunteer their time.



3. This Committee will work independently and may assign one or more of its members to serve as the primary investigator. Such investigators shall report back to the entire Committee which will determine whether further investigation is necessary. Upon conclusion of its work, the sole responsibility of the Fact Finding Committee is to present to the Archbishop or his delegate its findings of fact concerning the allegation that has been investigated.

**M. A FINAL NOTE**

The Gospel message calls for pastoral concern for both the alleged victim and the alleged perpetrator when investigating and handling allegations of child abuse. This pastoral concern may dictate the need for the Church to respond to the alleged victim in particularly unique ways (e.g., offering spiritual and/or psychological counseling), but this pastoral concern should not be mistaken as an admission of responsibility or legal liability. These policies and procedures have not been prepared to serve as a precise legal yardstick by which third parties are to measure conduct, but rather as a visible sign of the Archdiocese's genuine moral commitment to serve as responsible stewards of Christ's Church. In extraordinary circumstances, the Archbishop may determine that it is necessary to modify the specific procedures set forth herein consistent with the provisions of canon and civil law.

# THE ARCHDIOCESE OF SAN FRANCISCO

## II.

### STUDENT-TO-STUDENT HARASSMENT POLICY AND PROCEDURES

#### I. STUDENT-TO STUDENT HARASSMENT

##### A. INTRODUCTION

This document is designed to serve as a policy and teaching tool for the students in Archdiocesan schools. It serves as a tangible witness to the Catholic commitment to live, love, and respect as Jesus did.

As indicated below, student-to-student harassment can take many forms. To the extent it involves child abuse, as defined by law, the Archdiocesan Child Abuse Policy and Procedures, including the requirement to report the abuse to civil authorities, shall be followed.

##### B. HARASSMENT IN GENERAL

Catholic teaching and practice affirm the Christian dignity of every person. Harassment is unacceptable conduct that is severe, pervasive, and deliberate. Harassment occurs when an individual is subjected to treatment in a school environment which is hostile, offensive, or intimidating because of the individual's race, religion, creed, color, age, national origin, ancestry, physical or mental disability, medical condition, or sex. Harassment of a student by any other student is prohibited and will not be tolerated. It is the policy of the Archdiocese to provide an educational environment in which all students are treated with respect and dignity.

##### C. SEXUAL HARASSMENT

Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment can be directed toward a student under conditions such as the following:

*Verbal Harassment:* Sexually demeaning comments, sexual statements, questions, slurs, jokes, anecdotes, or epithets.

*Written Harassment:* Suggestive or obscene letters, notes, or invitations.

*Physical Harassment:* Unkind, immoral and/or unlawful physical touching, contact, assault, deliberate impeding or blocking movements, or any intimidating interference with normal study or movement.

*Visual Harassment:* Leering, gesture, display of sexually suggestive objects or pictures, cartoons, or posters.

#### **D. DISCIPLINARY ACTION**

1. This policy prohibits student-to-student harassment whenever it is related to school activity or attendance, and occurs at any time including, but not limited to, any of the following:
  - a. While on school grounds;
  - b. While going to or coming from school;
  - c. During the lunch period whether on or off campus;
  - d. During, or while going to, or coming from, a school-sponsored activity.
2. Any student who engages in the harassment of another student is subject to disciplinary action up to and including verbal and/or written warnings and reprimands, counseling, suspension, and expulsion.

***Note:***

Should substantiated conduct outside the school environment come to the attention of the school, this too may serve as grounds for discipline, as students of Archdiocesan schools are expected to conform their lives to Christian principles at all times.

#### **E. STUDENT'S RESPONSIBILITY**

It is the student's responsibility to conduct himself or herself in a manner which contributes to a positive school environment. Students will not commit acts which tend to injure, degrade, disgrace, or threaten the safety, privacy, and respect of other students, teachers, or staff members.

#### **F. ADMINISTRATION'S RESPONSIBILITY**

To promote an environment free of harassment, the Principal shall take appropriate actions such as removing vulgar or offending graffiti, establishing site rules, and providing staff in-service or student instruction and counseling. Teachers shall discuss this policy with their students in age-appropriate ways and shall assure them that they need not endure any form of harassment. The school will treat allegations of harassment seriously and will review and investigate such allegations of harassment in a prompt, professional, and thorough manner.

## **II. STUDENT HARASSMENT ADMINISTRATIVE PROCEDURES**

### **A. DISSEMINATION OF POLICY**

In order to ensure that all students and employees have knowledge of this policy and administrative procedures, a copy of the policy:

1. will be posted in a prominent location in the administrative building on each campus;
2. shall be provided to all faculty members, administrative staff, and support staff at the beginning of each school year or at the time that a new employee is hired; and
3. a summary of the policy shall appear in the parent and student handbooks at each local site.

### **B. COMPLAINT PROCEDURE**

- Students who feel aggrieved because of conduct that may constitute harassment may, depending on the severity of the conduct, directly inform the person engaging in such conduct that such conduct is offensive and must stop. In many circumstances, it may be better to directly contact an adult, such as those listed below.
- If students do not feel comfortable doing this or are unable to do so, they shall direct their verbal complaint to their parents or to a school counselor, principal, or assistant principal. If a claim of sexual harassment is involved and students are uncomfortable speaking to administrators who are of the opposite sex, then they may request that a same-sex teacher also be present. These persons have been designated to assist in resolving harassment complaints and are bound by the highest degree of sensitivity, concern, and professionalism.
- The designee receiving the complaint will follow the school's disciplinary plan and will act in a prompt and timely manner to ensure that the matter is investigated and responded to in accordance with legal and Archdiocesan requirements. Any investigation will be conducted in as confidential a manner as is consistent with these requirements and a thorough investigation of the complaint.



**III. GENERAL GUIDELINES  
FOR PRINCIPALS, TEACHERS AND COUNSELORS  
DESIGNATED TO INVESTIGATE  
STUDENT HARASSMENT COMPLAINTS**

**STEPS TO TAKE ONCE ANYONE REPORTS**

**A. FIRST RESPONSE**

1. Take the report seriously.
2. Be sensitive and set the tone.
3. Gather facts.

**B. GENERAL INVESTIGATION GUIDELINES**

1. Determine who should conduct the investigation.
2. Create a general investigation plan.
3. Conduct a thorough investigation immediately (within 24 hours, if possible).
4. Exercise confidentiality to an extent consistent with legal and Archdiocesan requirements.
5. Document the results.
6. Select appropriate locations for interviews.
7. If complaint is for sexual harassment, ensure that a person of the same gender as the person being interviewed be present to conduct the interview (unless the student requests otherwise).

**C. INTERVIEWING COMPLAINANT**

1. Predetermine initial questions (what, who, when, where, to whom, witnesses, any touching, etc.).
2. Be non-judgmental - do not ask leading questions (i.e., questions that suggest the desired "answers").
3. Clarify context of the events.

4. Seek effect on complainant (psychological, emotional, financial, etc.).
5. Seek information about others subjected to same or similar treatment.
6. Probe timing of complaint.
7. Find out what the complainant (and/or parents) wants.
8. Explain that there will be no retaliation.
9. Provide copies of appropriate Archdiocesan policies.
10. As appropriate, ask the complainant (or depending on the circumstances, a parent) to prepare a formal, written complaint (be ready if the complainant does not want to make a formal complaint).

**D. INTERVIEWING ALLEGED HARASSER**

1. Explain purpose of interview and outline accusations. Be objective - do not ask leading questions.
2. Observe reaction.
3. Expect denial and probe further.
4. Identify relationship between complainant and alleged harasser.
5. Explore prior "consensual" relationships.
6. Discover authority of alleged harasser over complainant.
7. Provide copies of appropriate Archdiocesan policies.
8. Emphasize rules about communicating with complainant and remind the alleged harasser that no retaliation will be tolerated.
9. Interview alleged harasser even if complainant's allegations appear true or are corroborated.
10. Take immediate disciplinary action, if warranted.

**E. INTERVIEWING WITNESSES**

1. Use open-ended questions to get information.
2. Do not provide information from other sources.

3. Explain confidentiality of interview.
4. Do not reveal biases.

**F. RESOLVING THE COMPLAINTS**

1. Balance the facts known.
2. Be prepared to respond, even if you cannot determine whether harassment occurred.
3. Impose a disciplinary response, if warranted.
4. In consultation with the Superintendent of Schools, inform complainant and alleged harasser (and/or their parents) of results of investigation.
5. Take steps to resolve the situation and provide appropriate referrals for counseling where deemed necessary.
6. Create final report and transmit to appropriate superior.

# **THE ARCHDIOCESE OF SAN FRANCISCO**

## **III.**

### **YOUTH/ADOLESCENT HARASSMENT POLICY AND PROCEDURES**

#### **I. YOUTH/ADOLESCENT HARASSMENT**

##### **A. INTRODUCTION**

This document is designed to serve as a policy and teaching tool for youths and adolescents participating in the various ministries of the Archdiocese of San Francisco.

It is important for all those involved in youth/adolescent ministries of the Archdiocese to promote a Gospel-inspired atmosphere characterized by mutual respect. Accordingly, the kind of conduct characterized as harassment will not be tolerated.

As indicated below, harassment can take many forms. To the extent it involves child abuse, as defined by law, the Archdiocesan Child Abuse Policy and Procedures, including the requirement to report the abuse to civil authorities, shall be followed.

##### **B. HARASSMENT IN GENERAL**

Catholic teaching and practice affirm the Christian dignity of every person. Harassment is unacceptable conduct that is severe, pervasive, and deliberate. Harassment occurs when an individual is subjected to treatment in a ministry environment which is hostile, offensive, or intimidating because of the individual's race, religion, creed, color, age, national origin, ancestry, physical or mental disability, medical condition, or sex. Harassment of a youth/adolescent by any other youth/adolescent is prohibited and will not be tolerated. It is the policy of the Archdiocese to provide a ministry environment in which all youths/adolescents are treated with respect and dignity.

##### **C. SEXUAL HARASSMENT**

Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature. Sexual harassment can be directed toward an individual under conditions such as the following:

*Verbal Harassment:* Sexually demeaning comments, sexual statements, questions, slurs, jokes, anecdotes, or epithets.

*Written Harassment:* Suggestive or obscene letters, notes, or invitations.



*Physical Harassment:* Unkind, immoral and/or unlawful physical touching, contact, assault, deliberate impeding or blocking movements, or any intimidating interference with normal study or movement.

*Visual Harassment:* Leering, gesture, display of sexually suggestive objects or pictures, cartoons, or posters.

#### **D. DISCIPLINARY ACTION**

1. This policy prohibits harassment whenever it is related to ministry activity or attendance, and occurs at anytime including, but not limited to, any of the following:
  - a. While on church grounds;
  - b. While going to or coming from such activity;
  - c. During, or while going to, or coming from, a ministry-sponsored activity.
2. Any youth/adolescent who engages in the harassment of another youth/adolescent is subject to disciplinary action up to and including verbal and/or written warnings and reprimands, counseling, suspension, and expulsion.

#### **E. YOUTH/ADOLESCENT'S RESPONSIBILITY**

It is the youth/adolescent's responsibility to conduct himself or herself in a manner which contributes to a positive Christian environment. They must not commit acts which tend to injure, degrade, disgrace, or threaten the safety, privacy, and respect of others.

#### **F. ADMINISTRATION'S RESPONSIBILITY**

To promote an environment free of harassment, the appropriate program director shall take actions such as removing vulgar or offending graffiti, establishing site rules, and providing in-service instruction and counseling. Adults responsible for the program shall discuss this policy with young people in age-appropriate ways and shall assure them that they need not endure any form of harassment. The program will treat allegations of harassment seriously and will review and investigate such allegations of harassment in a prompt, professional, and thorough manner.

## **II. YOUTH/ADOLESCENT HARASSMENT ADMINISTRATIVE PROCEDURES**

### **A. DISSEMINATION OF POLICY**

In order to ensure that all persons involved have knowledge of this policy and administrative procedures, a copy of the policy:

1. will be posted in a prominent location in the administrative building on each ministry site;
2. shall be provided to all paid staff and regular volunteers involved in youth/adolescent ministry at the beginning of each year or at the time that a new employee or volunteer joins the program; and
3. a summary of the policy shall be provided to all parents/guardians and appear in any parent and volunteer and/or youth/adolescent handbooks at each local site.

### **B. COMPLAINT PROCEDURE**

- Youths/adolescents who feel aggrieved because of conduct that may constitute harassment may, depending on the severity of the conduct, directly inform the person engaging in such conduct that such conduct is offensive and must stop. In many circumstances, it may be better to directly contact an adult, such as those listed below.
- If youths/adolescents do not feel comfortable doing this or are unable to do so, they shall direct their verbal complaint to their parents or to the program director or other responsible adult. If a claim of sexual harassment is involved and youths/adolescents are uncomfortable speaking to administrators who are of the opposite sex, then they may request that a same-sex program adult also be present. These persons have been designated to assist in resolving harassment complaints and are bound by the highest degree of sensitivity, concern, and professionalism.
- The designee receiving the complaint will follow the program's disciplinary plan and will act in a prompt and timely manner to ensure that the matter is investigated and responded to in accordance with legal and Archdiocesan requirements. Any investigation will be conducted in as confidential a manner as is consistent with these requirements and a thorough investigation of the complaint.

**III. GENERAL GUIDELINES  
FOR PROGRAM DIRECTORS, EMPLOYEES AND VOLUNTEERS  
DESIGNATED TO INVESTIGATE  
HARASSMENT COMPLAINTS**

**STEPS TO TAKE ONCE ANYONE REPORTS**

**A. FIRST RESPONSE**

1. Take the report seriously.
2. Be sensitive and set the tone.
3. Gather facts.

**B. GENERAL INVESTIGATION GUIDELINES**

1. Determine who should conduct the investigation.
2. Create a general investigation plan.
3. Conduct a thorough investigation immediately (within 24 hours, if possible).
4. Exercise confidentiality to an extent consistent with legal and Archdiocesan requirements.
5. Document the results.
6. Select appropriate locations for interviews.
7. If complaint is for sexual harassment, ensure that a person of the same gender as the person being interviewed be present to conduct the interview (unless the youth/adolescent requests otherwise).

**C. INTERVIEWING COMPLAINANT**

1. Predetermine initial questions (what, who, when, where, to whom, witnesses, any touching, etc.).
2. Be non-judgmental - do not ask leading questions (i.e., questions that suggest the desired "answers").

3. Clarify context of the events.
4. Seek to determine effect on complainant (psychological, emotional, financial, etc.).
5. Seek information about others subjected to same or similar treatment.
6. Probe timing of complaint.
7. Find out what the complainant (and/or parents/guardians) wants.
8. Explain that there will be no retaliation.
9. Provide copies of appropriate Archdiocesan policies.
10. As appropriate, ask the complainant (or depending on the circumstances, a parent/guardian) to prepare a formal, written complaint.

**D. INTERVIEWING ALLEGED HARASSER**

1. Explain purpose of interview and outline accusations. Be objective - do not ask leading questions.
2. Observe reaction.
3. In case of denial, probe further.
4. Identify relationship between complainant and alleged harasser.
5. Explore prior "consensual" relationships.
6. Discover authority of alleged harasser over complainant.
7. Provide copies of appropriate Archdiocesan policies.
8. Emphasize rules about communicating with complainant and remind the alleged harasser that no retaliation will be tolerated.
9. Interview alleged harasser even if complainant's allegations appear true or are corroborated.
10. Take immediate disciplinary action, if warranted.



**E. INTERVIEWING WITNESSES**

1. Use open-ended questions to get information.
2. Do not provide information from other sources.
3. Explain confidentiality of interview.
4. Do not reveal biases.

**F. RESOLVING THE COMPLAINTS**

1. Balance the facts known.
2. Be prepared to respond, even if you cannot determine whether harassment occurred.
3. Impose a disciplinary response, if warranted.
4. In consultation with the Archdiocesan Program Director, inform complainant and alleged harasser (and/or their parents/guardians) of results of investigation.
5. Take steps to resolve the situation and provide appropriate referrals for counseling where deemed necessary.
6. Create final report and transmit to appropriate superior.

**IV.**

**WORKPLACE HARASSMENT  
POLICY AND PROCEDURES**

**A. PURPOSE**

In order to provide a productive and pleasant working environment, it is important that we who serve on behalf of the many Archdiocesan parishes, schools, and agencies maintain a Gospel-inspired atmosphere characterized by mutual respect. Accordingly, the kind of conduct characterized as harassment below cannot, and will not, be tolerated. In addition, the Archdiocese will endeavor to protect employees, to the extent possible, from reported harassment by non-employees in the workplace.

1. In general, ethnic or racial slurs and other verbal, visual, or physical conduct relating to a person's race, color, age, religion, creed, national origin, physical or mental disability, medical condition, or any other category protected by applicable law constitute harassment when they unreasonably interfere with a person's work performance or create an intimidating, offensive, or hostile work environment.
2. Sexual harassment has been defined by federal and state regulations as a form of sex discrimination.

**"Sexual Harassment" Defined**

Federal law defines sexual harassment as unwanted sexual advances, requests for sexual favors, or visual, verbal or physical conduct of a sexual nature when:

1. submission to such conduct is made a term or condition of employment; or
2. submission to or rejection of such conduct is used as basis for employment decisions affecting the individual; or
3. such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment can include unwanted sexual advances or visual, verbal or physical conduct of a sexual nature. This definition includes many forms of offensive behavior. The following is a partial list:

- Unwanted sexual advances.
- Offering employment benefits in exchange for sexual favors.
- Making or threatening reprisals after a negative response to sexual advances.
- Visual conduct: Leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons or posters.
- Verbal conduct: Making or using derogatory comments, epithets, slurs, sexually explicit jokes, or comments about an employee's body or dress.
- Verbal sexual advances or propositions.
- Verbal abuse of a sexual nature, graphic verbal commentary about an individual's body, sexually degrading words to describe an individual, suggestive or obscene letters, notes or invitations.
- Physical conduct: Touching, assault, impeding or blocking movements.

It is unlawful for males to sexually harass females or other males, and for females to sexually harass males or other females. Sexual harassment on the job is unlawful whether it involves co-worker harassment, harassment by a supervisor or manager, or by persons doing business with or for the Archdiocese.

## **B. THE ARCHDIOCESE'S COMPLAINT PROCEDURE**

The Archdiocese's complaint procedure provides for an immediate, thorough, and objective investigation of any harassment claim, appropriate disciplinary action against anyone found to have engaged in prohibited harassment, and appropriate remedies to any victim of harassment. An employee may have a claim of harassment even if he or she has not lost a job or some economic benefit.

Employees who believe they have been harassed on the job, or who are aware of the harassment of others, should provide a written or verbal complaint to their own supervisor or the Director of Human Resources (if school personnel are involved, the Superintendent of Schools; if clergy are involved, the Vicar for Clergy) at the Archdiocesan Chancery Office as soon as possible. Additionally, in the case of sexual harassment allegations, employees are free to raise the issue with another same-sex supervisor if they prefer to do so. The complaint should include details of the incident(s), names of individuals involved, and the names of any witnesses. All incidents of harassment that are reported will be investigated. To the extent it involves child abuse, as defined by law, the Archdiocesan Child Abuse Policy and Procedures, including the requirement to report the abuse to civil authorities, shall be followed.

In order to assure a prompt, effective, and pastoral investigation and response, the applicable Chancery coordinator will, as the circumstances warrant, make use of experts in such areas as physical, mental and spiritual health, social work, canon law and civil law.

If the Archdiocese determines that harassment has occurred, it will take remedial action commensurate with the circumstances. Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

#### **C. PROTECTION AGAINST RETALIATION**

The Archdiocese's policy prohibits retaliation against any employee by another employee or by the Archdiocese for using this complaint procedure, or for filing, testifying, assisting or participating in any manner, in any investigation, proceeding or hearing conducted by a federal or state enforcement agency. Additionally, the Archdiocese will not knowingly permit any retaliation against any employee who complains of harassment or who participates in an investigation. The Archdiocese's policy prohibits retaliation against any employee who opposes harassment.

Any report of retaliation by the one accused of harassment, or by co-workers, supervisors or managers, will also be immediately, effectively, and thoroughly investigated in accordance with the Archdiocese's investigation procedure outlined above. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including discharge, will be taken.

#### **D. LIABILITY FOR SEXUAL HARASSMENT**

Any Archdiocesan employee, including any supervisor or manager, who is found to have engaged in unlawful harassment, is subject to disciplinary action up to and including discharge from employment. Clergy are subject to appropriate canonical punishment or action. Any employee or clergy who engages in harassment, including any supervisor or manager who knew about the harassment and took no action to stop it, may be held personally liable for monetary damages. The Archdiocese will not pay damages assessed personally against an employee or clergyman.

#### **E. ADDITIONAL ENFORCEMENT INFORMATION**

In addition to the Archdiocese's internal complaint procedure, employees should also be aware that the Federal Equal Employment Opportunity Commission (EEOC) investigates and prosecutes complaints of harassment in employment. Employees who believe that they have been harassed may file a complaint with that agency. The EEOC serves as a neutral fact-finder and attempts to help the parties voluntarily resolve disputes.



**F. HARASSMENT OF THIRD PARTIES**

It goes without saying that these principles pertaining to relationships among employees would apply also with respect to Clergy, Religious and Lay Employees in their relationships with parishioners, counselees, students, parents, etc. That is, harassment (including any form of sexual misconduct or abuse of one's position) is clearly not a part of one's ministry or employment and will not be condoned. Allegations of this nature will be addressed in a fashion similar to that outlined above.

**G. A FINAL NOTE**

The Gospel message calls for pastoral concern for both the alleged victim and the alleged perpetrator when investigating and handling allegations of harassment. This pastoral concern may dictate the need for the Church to respond to the alleged victim in particularly unique ways (e.g., offering spiritual and/or psychological counseling), but this pastoral concern should not be mistaken as an admission of responsibility or legal liability. These policies and procedures have not been prepared to serve as a precise legal yardstick by which third parties are to measure conduct, but rather as a visible sign of the Archdiocese's genuine moral commitment to serve as responsible stewards of Christ's Church.

## THE ARCHDIOCESE OF SAN FRANCISCO

### V.

#### ACKNOWLEDGMENT

I hereby acknowledge that I have received a copy of the Archdiocese of San Francisco's *Policies and Procedures Regarding Child Abuse and Harassment*, and have viewed the Archdiocese's sexual misconduct video, and I agree to follow the policies and procedures outlined therein during my employment/ministry with the Archdiocese of San Francisco.

I acknowledge and understand that, while everyone is encouraged by the Archdiocese of San Francisco to report suspected child abuse, if I am a "child care custodian" or a member of the "clergy" (as those terms are defined in the Archdiocese of San Francisco's Child Abuse Policy and Procedures), Section 11166 of the California Penal Code requires (except in the case of a "penitential communication" involving clergy, as such terms are defined in the Child Abuse Policy and Procedures) that if I have knowledge of, or observe, a child in my professional capacity or within the scope of my employment or ministerial duties whom I know or reasonably suspect has been the victim of child abuse, I must report the known or suspected instance of child abuse to a child protective agency immediately, or as soon as practically possible, by telephone, and to prepare and send a written report thereof within 36 hours of receiving the information concerning the incident.

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(Date)

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(Signature)

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(Location: Parish/School)

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(Please Print Name)

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#### NOTE TO SITE SUPERVISOR

*If the person signing the Acknowledgment form is a paid employee, then send signed original to Archdiocesan Human Resources Office and retain a copy at your site.*

*If the person is a regular volunteer, then the form does not need to be sent to the Human Resources Office, and site should retain original.*

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# THE ARCHDIOCESE OF SAN FRANCISCO

## V.

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\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Location: Parish/School)

\_\_\_\_\_  
(Please Print Name)

#### NOTE TO SITE SUPERVISOR

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# **EXHIBIT B 1**

EXHIBIT B 1

# THE ARCHDIOCESE OF SAN FRANCISCO

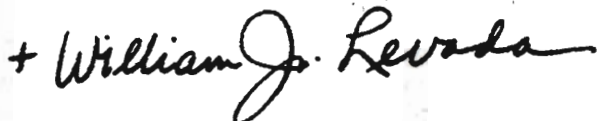
## ADDENDUM TO ARCHDIOCESE OF SAN FRANCISCO POLICIES AND PROCEDURES REGARDING CHILD ABUSE AND HARASSMENT

### P R E F A C E

On June 14, 2002, the United States Conference of Catholic Bishops approved a "Charter for the Protection of Children and Young People" and related "Essential Norms for Diocesan/Eparchial Policies Dealing with Allegations of Sexual Abuse of Minors by Priests, Deacons, or Other Church Personnel". (In order to clarify certain ambiguities, and for the purpose of conforming these documents to the universal law of the Roman Catholic Church, several revisions were made by the Bishops on November 13, 2002.) As stated in the Preamble to the Essential Norms, the Charter addresses the Church's commitment to deal appropriately and effectively with cases of sexual abuse of minors by priests, deacons, and other church personnel (i.e., employees and volunteers). The bishops of the United States promised to reach out to those who have been sexually abused as minors by anyone serving the Church in ministry, employment, or a volunteer position, whether the sexual abuse was recent or occurred many years ago. We stated that we would be as open as possible with the people in parishes and communities about instances of sexual abuse of minors, with respect always for the privacy and reputation of the individuals involved. We committed ourselves to the pastoral and spiritual care and emotional well-being of those who have been sexually abused and of their families.

In addition, the Preamble states that the bishops will work with parents, civil authorities, educators, and various organizations in the community to make and maintain the safest environment for minors. In the same way, the bishops pledged to evaluate the background of seminary applicants as well as all Church personnel, who have responsibility for the care and supervision of children and young people.

The Charter and Norms (collectively referred to as the "Charter") are hereby incorporated into the *Archdiocese of San Francisco Policies and Procedures Regarding Child Abuse and Harassment*, dated March 2001 (the "*Policies and Procedures*"). The essential features of the Charter as applied to the Archdiocese of San Francisco are set forth as follows. In the event of a conflict between the *Policies and Procedures* on the one hand, and the Charter on the other, the Charter shall prevail.

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Dated: March 31, 2003

Most Reverend William J. Levada



**UNITED STATES CONFERENCE OF CATHOLIC BISHOPS'  
CHARTER FOR THE PROTECTION OF CHILDREN AND YOUNG PEOPLE  
AS APPLIED IN THE ARCHDIOCESE OF SAN FRANCISCO**

**I. TO PROMOTE HEALING AND RECONCILIATION WITH VICTIMS/SURVIVORS OF SEXUAL ABUSE<sup>1</sup> OF MINORS AND TO PROTECT THE FAITHFUL IN THE FUTURE**

A. The Archdiocese shall maintain a Pastoral Outreach Office. The Pastoral Outreach Coordinator shall report to the Archdiocesan Director of Pastoral Ministry and shall serve as staff to the Independent Review Board (hereinafter referred to as the "Board"), identified below, for purposes of assisting the Board with its responsibility to advise on and audit established and proposed Archdiocesan policies, procedures, and programs designed to prevent and respond to the sexual abuse of minors. The responsibilities of the Pastoral Outreach Coordinator shall include:

1. Facilitate outreach to every person who has been the victim of sexual abuse as a minor by anyone acting in the name of the Church, whether the abuse was recent or occurred many years in the past. The outreach will include arranging the provision of counseling, spiritual assistance, support groups, and other social services agreed upon by the victim and the Archdiocese. In cooperation with social service agencies and other churches, the Coordinator will foster and encourage support groups for victims/survivors and others affected by abuse at the Archdiocesan level and in local Parish communities. The Coordinator shall also foster outreach to victims and to their families by arranging, upon request, for the Archbishop or his representative to meet with them, to listen with patience and compassion to their experiences and concerns, and to share the "profound sense of solidarity and concern" expressed by the Holy Father in his Address to the Cardinals of the United States and Bishops Conference Officers.

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<sup>1</sup> **Sexual Abuse** [as defined in the *Charter for the Protection of Children and Young People*, © 2002, United States Conference of Catholic Bishops]:

Sexual abuse of a minor includes sexual molestation or sexual exploitation of a minor and other behavior by which an adult uses a minor as an object of sexual gratification. Sexual abuse has been defined by different civil authorities in various ways, and these norms do not adopt any particular definition provided in civil law. Rather, the transgressions in question relate to obligations arising from divine commands regarding human sexual interaction as conveyed to us by the sixth commandment of the Decalogue (c. 1395, § 2). Thus, the norm to be considered in assessing an allegation of sexual abuse of a minor is whether conduct or interaction with a minor qualifies as an external, objectively grave violation of the sixth commandment (USCCB, *Canonical Delicts Involving Sexual Misconduct and Dismissal from the Clerical State*, 1995, p. 6). A canonical offense against the sixth commandment of the Decalogue (c. 1395, § 2) need not be a complete act of intercourse. Nor, to be objectively grave, does an act need to involve force, physical contact, or a discernible harmful outcome. Moreover, "imputability [moral responsibility] for a canonical offense is presumed upon external violation...unless it is otherwise apparent" (c. 1321, § 3). Cf. cc. 1322-1327. If there is any doubt about whether a specific act fulfills this definition, the writings of recognized moral theologians should be consulted and the opinion of a recognized expert be obtained (*Canonical Delicts*, p. 6). Ultimately, it is the responsibility of the diocesan bishop/eparch, with the advice of a qualified review board, to determine the gravity of the alleged act.

2. Coordinate assistance to Parish communities affected by the sexual misconduct of ordained or lay personnel of the Archdiocese, including Parish intervention teams staffed by personnel experienced in community healing.
  3. Maintain contact with the Archdiocese of San Francisco Independent Review Board, and the applicable Chancery officials, to ensure that during the course of the Board's investigation of an abuse claim appropriate spiritual and/or counseling needs are addressed.
  4. Coordinate the Archdiocese's "Safe Environment" program, which will involve cooperation with parents, civil authorities, educators, the Archdiocesan Human Resources Office, and community organizations in providing education and training for children, youth, parents, ministers, educators, administrators, and others at the Diocesan and Parish/school levels about ways to make and maintain a safe environment for children.
  5. Maintain contact with the Archdiocesan Human Resources Office, Department of Catholic Schools, Department of Pastoral Ministry, Seminary, and Catholic Charities/Catholic Youth Organization, as applicable, to assure that the policies regarding fingerprinting and background checks of personnel regularly involved with children, and adequate screening and evaluative techniques in deciding the fitness of candidates for ordination, are properly followed.
- B. The Archdiocese will permanently remove from employment or ministry any individual found to have sexually abused a minor.
- C. No priest or deacon who has committed an act of sexual abuse of a minor may be transferred for ministerial assignment to another diocese/eparchy or religious province. Before a priest or deacon can be transferred for residence to another diocese/eparchy or religious province, his bishop/eparch or religious ordinary shall forward, in a confidential manner, to the local bishop/eparch and religious ordinary (if applicable) of the proposed place of residence any and all information concerning any act of sexual abuse of a minor and any other information that he has been or may be a danger to children or young people. (Cf. National Conference of Catholic Bishops and Conference of Major Superiors of Men, *Proposed Guidelines on the Transfer or Assignment of Clergy and Religious*, 1993.)

## **II. TO GUARANTEE AN EFFECTIVE RESPONSE TO ALLEGATIONS OF SEXUAL ABUSE OF MINORS**

### **A. THE ARCHDIOCESE WILL REPORT TO AND COOPERATE WITH CIVIL AUTHORITIES.**

In addition to requiring compliance with the civil laws and Archdiocesan policies regarding the reporting of the sexual abuse of minors, the Archdiocese will cooperate with the civil authorities in their investigations in accord with the law. It will also cooperate with civil authorities about reporting in cases when the victim is no longer a minor. In every instance, victims will be advised of their right to make a report directly to the civil authorities and the Archdiocese will support this right.

## **B. INDEPENDENT REVIEW BOARD.**

The Archdiocese will maintain an Independent Review Board (the "Board").

### **1. COMPOSITION OF INDEPENDENT REVIEW BOARD.**

The Board, established by the Archbishop, will be composed of at least five persons of outstanding integrity and good judgment in full communion with the Church. The majority of the Board members shall be laypersons who are not in the employ of the Archdiocese. At least one member will be a priest who is an experienced and respected pastor and at least one member will have expertise in the treatment of the sexual abuse of minors. The Archdiocesan Promoter of Justice shall also participate in meetings of the Board, primarily as an observer. The members will be appointed to staggered terms of five years, which can be renewed.

### **2. FUNCTIONS OF THE INDEPENDENT REVIEW BOARD.**

The Board will function as a confidential consultative body to the Archbishop and will advise the Archbishop in his assessment of allegations of sexual abuse of minors and in his determinations of suitability for ministry. It will regularly review Archdiocesan policies and procedures for dealing with sexual abuse of minors by way of an effective annual audit program and written report. The Board can review these matters both retrospectively and prospectively and give advice on all aspects of responses required in connection with these cases. The procedures for those making a complaint (set forth below) will be readily available in printed form and will be the subject of periodic public announcements.

### **3. PROCEDURES APPLICABLE TO THOSE MAKING A COMPLAINT OF, AND THOSE ACCUSED OF, CHILD SEXUAL ABUSE.**

- a. Complaints regarding alleged child abuse, including sexual abuse, can and should be made by victims and/or their advocates directly to the appropriate county child protective services agency or local police department. The phone numbers for the protective agencies in each county are as follows:

<b>San Francisco:</b>	Child Protective Services	(415) 558-2650
	Police	(415) 553-0123
<b>Marin:</b>	Child Protective Services	(415) 499-7153
	Police - San Rafael	(415) 485-3000
<b>San Mateo:</b>	Child Protective Services	(650) 595-7922
	Police - City of San Mateo	(650) 377-4545
	Police - Redwood City	(650) 780-7100

**For additional information or consultation, you may call:**

San Francisco Child Abuse Council	(415) 668-0494
Marin Child Abuse Council	(415) 472-7164
San Mateo Child Abuse Council	(650) 327-8120



In any event, individuals serving the Archdiocese of San Francisco who fall within the definition of "mandatory child abuse reporters" must, pursuant to California law, report any reasonable suspicion of abuse. In addition, any reasonable suspicion of abuse, as defined by California law, that is brought to the attention of the applicable Chancery official by a victim, or any other person, will be reported to the civil authorities. The Archdiocese will also cooperate with the civil authorities in reporting instances of child sexual abuse that are not brought to its attention until after the child has reached adulthood.

- b. Subject to the provisions of "a." above, a person wishing to register a complaint of child sexual abuse with the Archdiocese should contact the applicable Chancery official (current names are available through the respective Archdiocesan offices listed below):

- If clergy involved, contact the Office of the Vicar for Clergy (415) 614-5611 (Backup: Vicar for Administration (415) 614-5589)
- If school personnel involved, contact the Superintendent - Department of Catholic Schools (415) 614-5660 (Backup: Associate Superintendent for Personnel and Staff Development)
- If non-school lay personnel involved, contact the Director of the Office of Human Resources (415) 614-5540 (Backup: Human Resources Employment and Training Manager)
- If Religious Education/Youth Ministry personnel involved, contact the Director of Pastoral Ministry (415) 614-5504 (Backup: Director of Religious Education/Youth Ministry (415) 614-5650)

- c. The applicable Chancery official will gather the basic information and then inform the complaining party as follows:

(1) Pursuant to the USCCB Charter and *The Archdiocese of San Francisco Policies and Procedures Regarding Child Abuse and Harassment*, the matter will be referred to the Archdiocesan Independent Review Board for a prompt and objective preliminary investigation, in harmony with canon law, and a representative of the Board (normally the "Primary Investigator") will contact him or her. The current names and expertise of the Board members will be made available.

(2) Appropriate psychological/spiritual counseling for persons seeking assistance in coping with abuse is available for victims through the Archdiocesan Pastoral Outreach Office: (415) 614-5506.

- d. When the preliminary investigation (i.e., the initial information gathered by the applicable Chancery official and/or any supplemental information obtained by the Board) so indicates, the alleged offender shall be relieved of any active employment or ministerial duties (i.e., be placed on "administrative leave") pending the conclusion of the investigation. Certain circumstances may warrant the immediate and permanent termination of an



employee or volunteer. If a clergyman wishes to suspend his participation in the preliminary investigation and/or any subsequent canonical tribunal process until after the conclusion of any pending investigation/trial by the civil authorities, he may do so subject to an immediate written acknowledgment that in the interim he will remain on administrative leave and will not be permitted to publicly exercise the ministry of the priesthood.

- e. The Board's Primary Investigator (who shall be accountable directly to the Board and who shall serve as an *ex officio* member of the Board) will provide the Board with his/her initial findings of fact. Following any further investigation directed by the Board members, the Board will present a written report to the Archbishop advising him as to whether there is sufficient evidence that sexual abuse of a minor has occurred. (Even if the Board determines that the evidence is insufficient, it may nevertheless provide the Archbishop with its advice concerning the cleric's suitability for ministry.)
- f. The Archbishop or the applicable Chancery official or delegate will share the finding of the Board and the Archbishop's determination concerning the preliminary investigation and any further action (e.g., pursuit of a canonical trial, declaration of a psychological impediment to ministry, etc.) that will be taken, with the alleged victim and perpetrator. If an accusation has proved to be unfounded, every step possible will be taken to restore the good name of the accused.
- g. When sexual abuse by a priest or a deacon is admitted, or is uncontested, or is established after an appropriate process in accord with canon law<sup>2</sup>, the following will pertain:
  - (1) The Archbishop or his delegate will inform the clergyman in writing that the Charter (which provides that for even a single act of sexual abuse of a minor -- past, present or future -- the offending priest or deacon will be permanently removed from ministry, not excluding dismissal from the clerical state, if the case so warrants) applies to him.
  - (2) The clergyman will then be given the opportunity to choose, pursuant to the Charter, one of the following options:
    - (a) Request, in writing, voluntary dispensation from the obligations of holy orders and loss of the clerical state.
    - (b) If the penalty of involuntary dismissal from the clerical state will not be applied (e.g., for reasons of advanced age or infirmity), the individual will be offered the opportunity to lead a life of prayer and penance. He will be informed, in writing, that he will not be

<sup>2</sup> At all times, the diocesan bishop/eparch has the executive power of governance, through an administrative act, to remove an offending cleric from office, to remove or restrict his faculties, and to limit his exercise of priestly ministry. Because sexual abuse of a minor is a crime in all jurisdictions of the United States, for the sake of the common good and observing the provisions of canon law, the diocesan bishop/eparch shall exercise this power of governance to ensure that any priest who has committed even one act of sexual abuse of a minor as described above shall not continue in active ministry.

permitted to celebrate Mass publicly, to wear clerical garb, or to present himself publicly as a priest. He will be informed, and will acknowledge in writing, that any failure to abide by these proscriptions will be grounds for public declaration of the violation and imposition of immediate penalties.

- C. The Archdiocese adheres to a communications policy that reflects a commitment to transparency and openness. Within the confines of respect for the privacy and the reputation of the individuals involved, the Archdiocese will deal as openly as possible with members of the community. This is especially so with regard to assisting and supporting Parish communities directly affected by ministerial misconduct involving minors.
- D. The Archdiocese will not enter into confidentiality agreements relating to the settlement of child sex abuse claims except for grave and substantial reasons brought forward by the victim/survivor and noted in the text of the agreement.

### **III. SEXUAL BOUNDARY GUIDELINES: A CODE OF ETHICS FOR THOSE INVOLVED IN THE MINISTRY OF THE CATHOLIC CHURCH**

[As set forth in National Federation for Catholic Youth Ministry Website 2001, citing Richard M. Gula, S.S., *Ethics in Pastoral Ministry*, Paulist Press, 1995, pp. 149-151]

- We have a responsibility to witness in all relationships the chastity appropriate to our state in life, whether celibate, married, or single.
- We must avoid any covert or overt sexual behaviors with those for whom we have a professional responsibility. This includes covert or overt seductive speech or gestures as well as physical contact that sexually abuses, exploits, or harasses another person.
- We are to provide a safe place for young people where they can be assured that sexual boundaries will not be violated.
- We should be aware of our own and another's vulnerability in regard to sexuality, especially when working alone with another.
- We bear the greater burden of responsibility for maintaining sexual boundaries in a pastoral relationship, for we hold greater power.
- We must not initiate sexual behavior, and must refuse it even when another invites or consents to it.
- We must give preference to the perspective and judgment of those who are vulnerable and dependent on us in order to determine whether touching would be an appropriate expression of pastoral care.
- We must show prudent discretion before touching another person, since we cannot control how physical touch will be received. That is, we are to take into account

how age, gender, race, ethnic background, emotional condition, prior experience, and present life situation all affect how our touching may be received and interpreted.

- We should become familiar with the dynamics of transference and counter transference, which can make us vulnerable to violating sexual boundaries.
- We strive for greater self-awareness in order to recognize the sexual dynamics at work for us in pastoral relationships and to heed the warning signs in our lives, which indicate when we are approaching boundary violations.
- We should satisfy our needs for affection, intimacy, attraction, and affirmation outside the pastoral relationship.
- We should seek supervision or other professional help to remain focused on our professional responsibilities and to hold firm to the sexual boundaries of the pastoral relationship.
- We must report clear violations of sexual conduct to the appropriate ecclesial and civil authorities [as referenced in *Archdiocese of San Francisco Policies and Procedures Regarding Child Abuse and Sex Harassment*], and then do what we can to see that justice is done for the victim, the offender, and the community from which the victim and minister come.
- We must intervene when there is evidence of the abuse of children, the elderly, or the disabled. When it is necessary to avert a serious threat of harm to another, justice requires that we make a reasonable attempt to elicit voluntary disclosure, but if disclosure is not made and permission to disclose is not granted, then we should inform only those who need to know and tell them only what they need to know in order to avert harm

# THE ARCHDIOCESE OF SAN FRANCISCO

## Acknowledgement of Receipt of

### ***Addendum To Archdiocese of San Francisco Policies and Procedures Regarding Child Abuse and Harassment***

I hereby acknowledge that I have received a copy of *Addendum to Archdiocese of San Francisco Policies and Procedures Regarding Child Abuse and Harassment* (03/03), and I agree to follow the policies and procedures outlined therein during my employment/ministry with the Archdiocese of San Francisco.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Location: Parish/School)

\_\_\_\_\_  
(Please Print Name)

#### **NOTE TO SITE SUPERVISOR**

*If the person signing the Acknowledgment form is a paid employee, then send signed original to Archdiocesan Human Resources Office and retain a copy at your site.*

*If the person is a regular volunteer, then the form does not need to be sent to the Human Resources Office, and site should retain original.*

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# **EXHIBIT C**

EXHIBIT C



# THE ARCHDIOCESE OF SAN FRANCISCO

## Policy Regarding Use and Monitoring of Internet, E-Mail, and Other Technology

### INTRODUCTION

The Archdiocese of San Francisco's technical resources enable employees and other authorized users to quickly and efficiently access and exchange information. When used properly, these resources greatly enhance productivity and knowledge, and therefore their use is encouraged. Because these technologies, most notably the Internet and E-Mail, are both new and rapidly changing, it is important to explain how they fit within the work of the Archdiocese and within the responsibilities of employees and other authorized users.

For purposes of this policy, the term "Archdiocesan Systems" includes computers, Internet Service Providers ("ISPs") and accounts, telephone lines, or any combination of these, which are provided by and/or paid for by the Archdiocese, including those provided by, to or for agencies, schools and parishes, as opposed to by personal funds.

Examples of access considered to have been performed through an Archdiocesan System include:

- An Archdiocesan ISP account accessed through a privately-owned computer and/or telephone line;
- A personal ISP accessed through an Archdiocesan computer and/or telephone line;
- Archdiocesan work, whether done on a private or Archdiocesan computer or telephone line.

Non-Archdiocesan E-mail or Internet-access accounts of individuals are to be maintained separately from Archdiocesan accounts, and remain the sole responsibility of the personal owner and not of the Archdiocese or any Archdiocesan entity. If an individual desires to maintain an interest in privacy in individual accounts beyond that which is set forth in this policy, such accounts must not include Archdiocesan work, must be kept solely on private computers, must solely use private telephone lines, and must be accessed solely through private ISPs. No Internet or E-Mail access which is done in connection with Archdiocesan business, or which uses Archdiocesan computers, telephone lines, ISPs, or accounts is to be considered private, and all such access remains subject to regulation, retrieval and review by the Archdiocese, except as expressly set forth in this policy. While this policy seeks to embody the institutional legal rights of the Archdiocese in relation to its systems, Department Heads and other supervisors and/or Users are reminded that these rights also carry with them a moral obligation of respect for individual Users of Archdiocesan Systems. As such, any legal rights retained by

this policy should not, from a moral perspective, be used as a means of knowingly reviewing others' personal E-Mails and/or other personal communications via Archdiocesan Systems where a significant business concern has not been first articulated. In order to safeguard this moral obligation, Department Heads should consult in advance with the Archbishop, the Archdiocesan Vicar for Administration, or Archdiocesan Legal Counsel to determine whether review of personal E-Mail and/or other personal communications via Archdiocesan Systems is warranted in a given circumstance.

Employees, clergy, religious, volunteers, and other users are collectively referred to as "Users."

Where the term "Department Head" appears in this policy, it also refers to heads of agencies, pastors of parishes, and principals of Archdiocesan schools.

"Computer Systems Manager" refers to that person in the respective department, school, parish, or agency with primary responsibility for supervising computer systems and operations. If there is no such person or if that person is not available, the relevant Dean may be contacted for guidance as to shared expertise among those persons within the Deanery. While this policy focuses on Internet/E-Mail technology, it also applies to computers, fax machines, voice mail, electronic bulletin boards, and like technical resources.

#### **A. PURPOSE AND SCOPE**

The purpose of this Policy is to outline the parameters for use of computers, and the use and monitoring of the Internet, E-Mail, and the other Archdiocesan technical resource systems referred to above. This policy shall apply to all Users accessing such systems of Archdiocesan departments, agencies, parishes, and schools.

#### **B. ARCHDIOCESAN INTERNET SERVICE PROVIDERS**

Each parish, school, agency, or other Archdiocesan entity shall establish a single ISP account with a single ISP to be chosen by that entity's Department Head for use in connection with Archdiocesan Systems and work. No parish, school, agency, or other Archdiocesan entity shall establish additional accounts or ISPs or maintain private (i.e., non-Archdiocesan, including non-agency, non-parish or non-school) account numbers or service providers.

All individual mailboxes, screen names, E-Mail addresses and the like in connection with an Archdiocesan ISP shall be established and maintained only with the express permission and under the direct supervision of the Department Head and the Computer Systems Manager, and shall be considered Archdiocesan property. No mailboxes, screen names, E-Mail addresses, or the contents of any of these, if maintained in connection with an Archdiocesan System, should be considered by any User to be private.

Except as specifically allowed by this policy, all Archdiocesan business, and only Archdiocesan business, is to be conducted through the designated ISP and on

Archdiocesan Systems. Priests and others who reside permanently in their Archdiocesan workplaces, and who desire exclusively private Internet access for personal use, may establish individual Internet accounts with their own computers and ISPs through private telephone lines, so long as such accounts, computers, and phone lines are established with the User's personal funds and in the User's personal name.

#### **C. PRIVACY/CONFIDENTIALITY**

Except as specifically set forth in this policy, all information, including E-mail messages and files, that is created, sent, or retrieved over the Archdiocesan Systems (including computers, telephone lines, and/or ISPs, or in connection with Archdiocesan work), is the property of the Archdiocese, and should not be considered private or confidential. Any such material, whether created by, sent to, or received by, the User, may be monitored, retrieved and reviewed at any time, when doing so serves the legitimate interests and obligations of the Archdiocese. For example, the Archdiocese will investigate suspected unauthorized or excessive use and suspected misconduct, or it may conduct periodic spot audits to assure compliance with this policy.

If an Archdiocesan investigation involves messages sent to or by, or information prepared by, a Priest of the Archdiocese, that Priest may request that another Archdiocesan Priest of his choosing be present when any such information is retrieved and reviewed. If an Archdiocesan investigation involves messages sent to or by, or information prepared by, a member of a recognized labor union concerning a labor union matter, that member may request that the member's shop foreman or other immediate union representative be present when any such information is retrieved and reviewed. Any right to have another person present at such a review is not to be construed as creating any expectation of privacy in any such material, or in any way as a veto or right to impede or obstruct the investigation.

#### **D. ACCEPTABLE USES OF THE INTERNET AND E-MAIL**

Every User has the responsibility to maintain, enhance, and carry out the mission of the Church, and to use the Internet and E-Mail in a productive and morally acceptable manner.

Archdiocesan ISP accounts may be used for personal use only as authorized by a User's supervisor as set forth in this Policy. Any authorized personal use of an Archdiocesan ISP shall be subject to the same conditions, including employer-inspection rights, as Archdiocesan work. In the case of non-exempt employees, authorized personal use shall take place only during scheduled work breaks or emergencies. In the case of exempt employees, authorized personal use shall not be excessive and/or carried on in a manner that disrupts employees' work priorities and responsibilities. Internet access and E-Mail through Archdiocesan Systems are property of the Archdiocese, and their purpose is solely to facilitate Archdiocesan business.

Subject to the limitations contained in this Policy, including the Archdiocese's right to inspection, a User may have access to the User's private E-Mail or Internet provider through Archdiocesan Systems (including computers, ISPs, and/or telephone lines, or at the workplace). Such access shall be allowed only as expressly permitted by the User's



Department Head and Computer Systems Manager. The User's Department Head shall allow access to such private services only at and for such times as is conducive to and compatible with effective and efficient performance of the User's job duties, and may be limited as to scheduling or duration by the Department Head or by the Archdiocese.

#### **E. UNACCEPTABLE USES OF THE INTERNET AND E-MAIL AND OTHER TECHNOLOGY**

Archdiocesan Systems may not be used to transmit, retrieve, or store any type of communication, message, image, or material:

- that is discriminatory, defamatory, or harassing;
- that contains derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, or physical attributes, or any other condition or status protected by Federal, State, or local law;
- that is obscene or X-rated;
- that contains abusive, profane, or offensive language;
- that involves "spam" or other means or forms of communication which abuse the privilege of communications or use the system irresponsibly; to that end, no message sent on an Archdiocesan system may be addressed to more than five (5) Archdiocesan E-Mail addresses without the express permission of the Department Head;
- that violates any policy of the Archdiocese of San Francisco, including, but not limited to, its policies regarding child abuse and harassment, or that is otherwise contrary to the religious mission and values of the Archdiocese.

Information traveling through the Archdiocese's systems may not be secure. Therefore, Users are prohibited from sending or posting confidential or proprietary company information through the Internet or by E-mail without the express authorization of their Department Head. If a User's work requires a higher level of security, the Computer Systems Manager should be contacted for guidance on methods to better secure the exchange of E-mail or gathering information from sources such as the Internet. It is recommended that all E-Mail messages concerning Archdiocesan business, and particularly where sensitive material or information is included, contain the following preprogrammed disclaimer:

THIS E-MAIL MAY CONTAIN CONFIDENTIAL OR PROPRIETARY MATERIAL FOR THE SOLE USE OF THE INTENDED RECIPIENT. ANY REVIEW, USE, DISTRIBUTION OR DISCLOSURE BY OTHERS IS STRICTLY PROHIBITED. IF YOU ARE NOT THE INTENDED RECIPIENT, OR AUTHORIZED TO RECEIVE THE INFORMATION FROM THE RECIPIENT, PLEASE CONTACT THE SENDER BY REPLY E-MAIL AND DELETE ALL COPIES OF THIS MESSAGE.

The Archdiocese's systems also may not be used for any purpose that is illegal, against Archdiocesan policy, or contrary to the Archdiocese's interests. Solicitation of non-Archdiocesan business or any use of the systems for personal gain is prohibited.

#### **F. COMMUNICATIONS**

Each User is responsible for the content of all text, audio, and images that the User places into or sends over Archdiocesan Systems. In order to be able to identify the sources of information sent or received over Archdiocesan Systems, every User shall maintain unique individual identification information (such as, where relevant, passwords or access codes, etc.), which shall be made available to the relevant Department Head, who may use such information for appropriate business purposes. In the event that a dispute arises as to appropriate use by the Department Head of such identification or access information, the issue shall be decided in the sole discretion of the Archbishop or such person as the Archbishop may delegate. This identification and access information is not to be given to any third party without the approval of the User's Department Head.

The Archdiocese, through the Archbishop or other person specifically delegated in writing by him, may override any applicable passwords or codes to inspect, investigate, or screen a User's files and messages. In order to facilitate the Archdiocese's access to information on its technical resources, a User may not encrypt or encode any communication or data stored or exchanged on Archdiocesan Systems without the express written permission of the User's Department Head and the Computer Systems Manager, who will establish appropriate procedures for deposit of such information so that it can be accessed in the User's absence. Archdiocesan computers and accounts are not intended for anonymous use. To preserve the integrity and viability of this policy, no electronic communication may be sent that hides the identity of the sender or indicates that the sender is someone else or is from another entity.

Nothing in this section should be construed as creating any privacy right or interest in any material stored by or sent through any Archdiocesan System.

#### **G. SOFTWARE**

To prevent computer viruses from spreading through the system, anti-virus software shall be implemented on all Archdiocesan Systems. Users are prohibited from downloading software from the Internet, installing software on their computers, or uploading data, from any source, without the express approval of the Department Head and the Computer Systems Manager. Access codes, passwords, or other means of accessing software on Archdiocesan computers shall not be changed or altered without the express prior consent of the Department Head and the Systems Manager. All software that is downloaded or otherwise installed must be registered to the Archdiocese. Users should contact the Computer Systems Manager if they have any questions.



## **H. COPYRIGHTS**

The Archdiocesan Systems may not be used to transmit copyrighted materials that belong to any other individual, business, or organization, without the express consent of the owner of the copyright. The Archdiocese is committed to obtaining a license for every copy of copyrighted software that Users need to perform their duties. Users must respect all copyrights and may not copy, use, retrieve, modify, distribute, or sell copyrighted materials.

## **I. VIOLATIONS**

Any use of the Internet or E-mail not in keeping with this policy is not acceptable and will not be permitted. Users are required to immediately notify their Department Head and the Computer Systems Manager in the event they become aware of security breaches (accidental or otherwise), viruses, "spam", unsolicited obscene material, copyright infringements, hate mail or otherwise potentially violent communications, or any other use of the Archdiocese's technical resource systems by anyone that involves a real or apparent unacceptable use, as defined in this policy. The failure to comply with this policy may result in disciplinary action, up to and including termination, and the Archdiocese may advise appropriate law enforcement agencies and officials of any illegal activities that involve Archdiocesan Systems.

## **J. ARCHDIOCESAN WEBSITES**

No materials are to be placed on authorized Archdiocesan websites without the prior approval of the User's Department Head in regard to content and quality. The Computer Systems Manager should be consulted before any new website is developed. No Archdiocesan User or Entity shall engage as a vendor in any "E-commerce" without the prior written approval of the Archdiocesan Finance Director, and any related registration information shall be on file with the Finance Office.

## **K. AMENDMENTS TO THIS POLICY**

No amendments to this policy shall be valid unless approved in writing by the Archbishop.

# THE ARCHDIOCESE OF SAN FRANCISCO

## USER ACKNOWLEDGMENT

I hereby acknowledge that I have received and read a copy of the Archdiocese of San Francisco's *Policy Regarding Use and Monitoring of Internet, E-Mail, and Other Technology*, and I agree to follow the policy and procedures outlined therein.

I understand that no one except the Archbishop of San Francisco has the authority to amend this policy and that any such amendment must be in writing and signed by the Archbishop.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Location: Parish/School)

\_\_\_\_\_  
(Please Print Name)

### NOTE TO SITE SUPERVISOR

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## THE ARCHDIOCESE OF SAN FRANCISCO

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\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Location: Parish/School)

\_\_\_\_\_  
(Please Print Name)

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# **EXHIBIT D**

EXHIBIT D

## **PERSONAL ADVANTAGE/CONFLICT OF INTEREST**

It is Archdiocesan policy to require that all employees and independent contractors engaged by the Archdiocese will not use their position with the Archdiocese for undue personal advantage or in a manner that would create a conflict of interest. Employment by the Archdiocese carries with it a responsibility to be constantly aware of the importance of ethical conduct. Employees must refrain from taking part in, or exerting influence in, any transaction in which their own interests may conflict with the best interests of the Archdiocese. In connection with this policy, the following shall apply:

1. There shall be no offer or exchange/solicitation or acceptance of payments, gifts, or other considerations in any form, directly or indirectly, other than those which have to do with the normal course of business and which follow open, legal, and authorized procedures with any person, firm or institution.
2. Rejections, acceptances and/or exertion of influence of any kind shall not be tied to payments, gifts, credits, or favors in any form (e.g. vacations, expenses, loan endorsements, consultant fees), directly or indirectly by or to the employer or independent contractors.

The term "indirect" includes the offering or acceptance of such favors by a relative, associate or anyone acting on behalf of the employee or an independent contractor or by business entities acting for any of the aforementioned.

These rules do not preclude the offering or acceptance of birthday or Christmas remembrances, business luncheons or other gifts of nominal value (Not To exceed \$50 individually or \$250 in aggregate, gifts from all sources in a calendar year).





# **EXHIBIT E**

EXHIBIT E

## **ARCHDIOCESE OF SAN FRANCISCO**

### **ALTERNATIVE DISPUTE RESOLUTION POLICY**

#### **Introduction**

In any organization, disputes will arise from time to time. Occasionally, these disputes can only be resolved through formal proceedings. Traditionally, these proceedings have occurred under the auspices of our court system. However, particularly of late, our court system has too often proven to be exceedingly costly and time consuming. The result has been a failure to provide the parties with an acceptable mechanism to resolve their disputes. With this in mind, the Archdiocese of San Francisco and all of its employees (executive, supervisory and non-supervisory alike) will resolve employment disputes through this Alternative Dispute Resolution Policy. This Policy is aimed at resolving claims or causes of action arising out of or related to the termination of employment, alleged discriminatory conduct, alleged sexual or other harassment or retaliation that are recognizable in a court of competent jurisdiction, as quickly and fairly as possible, to the benefit of everyone involved.

If a dispute which concerns the employment relationship and which constitutes a claim or cause of action that is recognizable in a court of competent jurisdiction arises between the Archdiocese of San Francisco and its employees, the parties may first try to resolve the dispute through direct discussions.

#### **Agreement to Arbitrate**

If informal discussions are unsuccessful, the aggrieved party involved may submit any dispute arising out of, or related to, termination of employment, alleged unlawful discrimination, alleged sexual or other harassment, or retaliation to final and binding arbitration under the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* Arbitration is the exclusive remedy for both the employee and the Archdiocese of San Francisco.

Employment disputes subject to this Policy include alleged violations of applicable federal, state and/or local laws and statutes including, but not limited to, discrimination and/or harassment claims under Title VII of the Civil Rights Act, the Americans with Disabilities Act, and the Age Discrimination in Employment Act of 1967; claims based on any purported breach of contractual obligation, including breach of the covenant of good faith and fair dealing; claims of wrongful termination or constructive termination; and claims based on any purported breach of duty arising in tort, including violations of public policy.

This Policy does not apply to the following types of disputes or claims:

- Claims that the courts of the jurisdiction in which the employee works (or worked) have expressly held are not subject to mandatory arbitration, where such decisions are not inconsistent with or preempted by federal law;
- Disputes or claims related to Workers' Compensation benefits;

- Disputes or claims related to unemployment insurance benefits;
- Disputes or claims that are expressly excluded by statute from resolution through mandatory arbitration, and claims that are expressly required to be arbitrated under a different procedure, pursuant to the terms of an employee benefit plan (unless the restrictions of such statute or plan are preempted under the Federal Arbitration Act);
- Disputes or claims that question, dispute, or challenge the teachings of the Roman Catholic Church.

This Policy does not preclude employees from exercising statutorily protected rights, including the right to file any administrative charge or complaint discrimination with administrative agencies such as the Equal Employment Opportunity Commission. It also does not prevent employees from participating in any investigation or proceeding conducted by an agency. However, if one of these agencies issues a right to sue notice, binding arbitration will be the sole remedy. In addition, any relief obtained through this policy will be the exclusive individual remedy, and will constitute an accord and satisfaction of all individual damage claims.

### **Waiver**

THIS POLICY IS IN LIEU OF CIVIL COURT ACTIONS FOR THE EMPLOYMENT DISPUTES COVERED BY THE POLICY. ALL RIGHTS TO A CIVIL COURT ACTION FOR EMPLOYMENT DISPUTES COVERED BY THIS POLICY ARE WAIVED BY BOTH THE EMPLOYEE AND THE ARCHDIOCESE OF SAN FRANCISCO. ONLY THE ARBITRATOR, AND NOT A JUDGE OR JURY, WILL HEAR SUCH DISPUTE.

### **Request for Arbitration**

To initiate arbitration, the party desiring arbitration, whether the employee or the Archdiocese of San Francisco, must submit a written request for arbitration to the Director of Human Resources (where the employee is initiating arbitration) and to the employee (where the Archdiocese of San Francisco is initiating arbitration) within the time limits that would apply to the filing of a civil complaint in court. If the request for arbitration is not submitted within those time limitations, the initiating party will not be able to raise the claim in arbitration or any other forum. The request for arbitration must include all of the following information:

- A detailed description of the dispute;
- The date when the dispute first arose;
- The names, work locations and telephone numbers of any individuals, including employees or supervisors, with knowledge of the dispute; and
- The relief requested.

The responding party may submit counterclaim(s) in accordance with applicable state or federal law.



A Request for Arbitration Form is attached.

### **Selection of the Arbitrator**

All disputes will be resolved by a single Arbitrator. The Arbitrator will be mutually selected by the employee and the Archdiocese of San Francisco. If the parties cannot agree on an Arbitrator, a list of seven arbitrators, who are experienced in employment matters, will be provided by the California State Mediation and Conciliation Service ("CSMCS") or another independent arbitration service if a list from CSMCS cannot be obtained. The parties will select the Arbitrator by alternately striking names from the list. The party who may strike the first name will be selected by coin toss. The last name remaining on the list will serve as Arbitrator.

On selection, the Arbitrator will set an appropriate time and date for the arbitration hearing, after conferring with the parties. The hearing will take place in the geographic area in which the employee works or worked, unless the parties agree otherwise.

### **The Arbitrator's Authority**

The Arbitrator will have the following powers:

- Ruling on motions regarding discovery and on procedural and evidentiary issues that arise during the arbitration.
- Ruling on motions to dismiss and/or motions for summary judgment, applying the standards governing such motions under the Federal Rules of Civil Procedure.
- Issuing protective orders on the motion of any party or third party witness. These protective orders may include, but are not limited to, sealing the record of the hearing, in whole or in part (including discovery proceedings and motions, transcripts, and the decision and award), to protect the privacy, confidentiality or other constitutional or statutory rights of parties and/or witnesses.
- Ruling on the issue(s) submitted for arbitration, as identified in the request for arbitration and/or counterclaim(s). Any issue not identified in those documents is outside the scope of the Arbitrator's jurisdiction, and any award involving such issue(s) shall, upon motion by a party, be vacated.

### **Discovery**

The discovery process will proceed and be governed as follows:

1. Both parties may obtain discovery by any of the following methods:
  - Depositions, three per side as of right, with more permitted if leave is obtained from the Arbitrator.



- Written interrogatories, up to a maximum combined total of 20 per party, or a greater number as may be permitted by the Arbitrator. The responding party has 20 days to respond.
- Requests for production of documents or things or permission to enter upon land or other property for inspection. The responding party has 20 days to serve a written response, produce the documents and allow entry or to file objections to the request.
- Physical and mental examination, in accordance with Federal Rule of Civil Procedure 35(a).

2. Any motion to compel answers or production must be made to the Arbitrator within 15 days of the receipt of unsatisfactory answers or objections.

3. All discovery requests will be submitted on or before 60 days before the arbitration hearing date.

4. The scope of discoverable evidence will be in accordance with Federal Rule of Civil Procedure 26(b)(1).

5. The Arbitrator has the power to enforce the aforementioned discovery rights and obligations by the imposition of the same terms, conditions, consequences, liabilities, sanctions and penalties as can or may be imposed in like circumstances in a civil action by a federal court under the Federal Rules of Civil Procedure, except the power to order arrest or imprisonment of a person.

### **Hearing Procedure**

The hearing will proceed according to applicable federal law.

- The Arbitrator will rule at the beginning of the hearing on procedural issues that bear on whether the arbitration is allowed to proceed.
- Each party has the burden of proving each element of its claims or counterclaims, and each party has the burden of proving any of its affirmative defenses.
- In addition to, or in lieu of closing argument, either party will have the right to present post-hearing briefs. The due date for exchanging these briefs will be mutually agreed on by the parties. If an agreement cannot be reached, the Arbitrator will set the date.

### **Opinion and Award**

The Arbitrator will issue an opinion and award in writing that is signed and dated, and that states the essential findings of fact and conclusions of law. The opinion and award will

be final and binding on the parties. Either party may petition a court of competent jurisdiction to confirm, enforce, correct or vacate the Arbitrator's opinion and award.

### **Remedies**

The Arbitrator may award either party any remedy at law or in equity to which the prevailing party would otherwise have been entitled if the matter been litigated in court. These remedies include general, special and punitive damages, injunctive relief, recoverable costs, and attorney's fees, where provided by contract or statute.

### **Allocation of Costs**

The Archdiocese shall bear the fees of the Arbitrator, the cost of the hearing room and the court reporter's fee.

Each party will be responsible for his/her/its own attorneys' fees and costs, except when the Arbitrator awards attorneys' fees and/or costs to the prevailing party consistent with applicable law.

### **Severability and Impact on Other Policies**

This Policy may be modified from time to time to ensure that it is consistent with applicable law. If any provision of this Policy is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable to any extent, the term or provision will be enforced to the extent permissible under the law, and all remaining terms and provisions will continue in full force and effect.

Nothing in this Policy is intended to alter the "at-will" employment relationship between the Archdiocese of San Francisco and its employees.

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## REQUEST FOR ARBITRATION FORM

### ALTERNATIVE DISPUTE RESOLUTION POLICY

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Submission  
Requirement

- This Request for Arbitration form (or, alternatively, a form that includes the information below) must be submitted by the individual claimant or the Archdiocese of San Francisco, to the [insert appropriate title] within the time period required by the law that applies to the dispute or claim.
- If the Archdiocese of San Francisco requests arbitration, the form must also be served on the individual within the appropriate time period.

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1. State the nature of the dispute or claim in detail:

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(Continue on reverse and add pages if necessary)

Enter the date of termination or date(s) of alleged incident(s) (i.e., date of last instance of unlawful discrimination, sexual or other unlawful harassment): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Month                  Day                  Year

2. Provide the names and work locations of any individuals, including employees or supervisors, with knowledge of the dispute or claim:

Name	Job Title	Work Location
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

3. Describe the relief requested (i.e., what you want done):

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(Please attach any documents relevant to the dispute or claim.)

Signature of Party Requesting arbitration of the dispute or claim:

Archdiocese of San Francisco

\_\_\_\_\_ Date: \_\_\_\_\_

Signature of Employee:

\_\_\_\_\_ Date: \_\_\_\_\_

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## THE ARCHDIOCESE OF SAN FRANCISCO

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### **ACKNOWLEDGMENT AND AGREEMENT TO ARBITRATE**

*I acknowledge that in the event that a serious employment dispute arises between me and the Archdiocese, the parties involved will make all efforts to resolve these disputes through informal means. If these informal attempts at resolution fail, the parties involved will submit the dispute to final and binding arbitration, if the dispute arises out of or is related to the termination of my employment, any allegation of discrimination or sexual other harassment or retaliation.*

*I acknowledge that by accepting or continuing in employment with the Archdiocese I agree to submit to final and binding arbitration, pursuant to the Archdiocese's Alternative Dispute Resolution Policies which I have received a copy, any dispute between me and the Archdiocese arising out of or related to the termination of my employment, alleged discriminatory conduct, alleged sexual or other harassment or retaliation. Arbitration is the exclusive remedy for all such disputes; no other action may be brought in any other forum. Disputes related to workers' compensation, unemployment insurance, and wage and hour issues are not arbitrable. THIS AGREEMENT IS A WAIVER OF ALL RIGHTS TO A CIVIL COURT ACTION FOR A DISPUTE RELATING TO TERMINATION OF EMPLOYMENT, ALLEGED DISCRIMINATORY CONDUCT, OR ALLEGED SEXUAL OR OTHER HARASSMENT; ONLY THE ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE THE DISPUTE.*

*Such arbitration is the exclusive remedy for both me and the Archdiocese. However, this agreement to arbitrate does not undermine the fact that I am an "at-will" employee and can therefore be terminated for any reason, or no reason at all.*

*I understand that employment disputes arising out of or related to termination of employment, discriminatory conduct, alleged sexual or other harassment or retaliation include, but are not limited to, the following: alleged violations of federal, state and/or local constitutions, statutes or regulations; claims based on any purported breach of contractual obligation, including breach of the covenant of good faith and fair dealing; and claims based on any purported breach of duty arising in tort, including violations of public policy.*

*I agree that if any court of competent jurisdiction declares that any part of this arbitration provision is illegal, invalid or unenforceable, such a declaration will not affect the legality, validity or enforceability of the remaining parts of this arbitration agreement, and the illegal, invalid or unenforceable part will no longer be part of this agreement.*

\_\_\_\_\_  
*Employee signature*

\_\_\_\_\_  
*Employee's name [Printed]*

\_\_\_\_\_  
*Date*

**[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]**



## THE ARCHDIOCESE OF SAN FRANCISCO

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\_\_\_\_\_  
*Employee signature*

\_\_\_\_\_  
*Employee's name [Printed]*

\_\_\_\_\_  
*Date*

**[TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE]**