

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF RAMSEY

SECOND JUDICIAL DISTRICT  
JUVENILE COURT DIVISION

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In the Matter of the Welfare of:

MNCIS Group:  
Court File No.: 62-JV-15-1674  
CA File No.: 2138749

VICTIM-1, a child identified in police reports;

VICTIM-2, a child identified in police reports; and

VICTIM-3, a child identified in police reports.

**STIPULATION TO  
STAY PROCEEDINGS**

Respondent:

The Archdiocese of Saint Paul and Minneapolis,  
a Minnesota corporation,  
226 Summit Avenue  
St. Paul, MN 55102  
651-291-4400

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The parties, having reached settlement in the above-captioned matter to further their respective and mutual interests in protecting minors from sexual abuse, and recognizing the complexity of the captioned matter, and without any admission of liability,

IT IS HEREBY STIPULATED by and between the parties, through their respective undersigned counsel, as follows:

1. that the parties have entered into a Settlement Agreement (“Agreement”), which is contingent upon approval of the United States Bankruptcy Court;
2. that the Agreement is intended to further the statutory goals of Minn. Stat. § 260C.335;
3. that further proceedings in the above-captioned matter be stayed for thirty-six (36)

months, the agreed-upon term of the Agreement, from the date of approval by the United States Bankruptcy Court;

4. that the Court retain jurisdiction of the above-captioned matter during the pending thirty-six (36) month period;

5. that the parties appear before the Court at approximately six-month (6 month) intervals over the term of the Agreement to report to the Court on the ongoing status, implementation and progress of the Agreement;

6. that the parties agree that no other or further claims or crossclaims shall be brought by any party in the above-captioned matter, except for litigation to enforce the Agreement should that become necessary;

7. that the Agreement is attached to this stipulation; and

8. that the parties agree this stipulation and the Agreement are public documents.

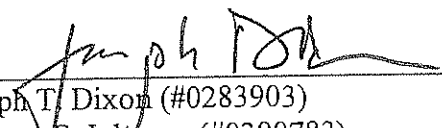
Respectfully submitted,

FREDRIKSON AND BYRON, P.A.

Dated:

12/12/15

By:

  
Joseph T. Dixon (#0283903)  
Andrew F. Johnson (#0390783)

200 South Sixth Street, Suite 4000

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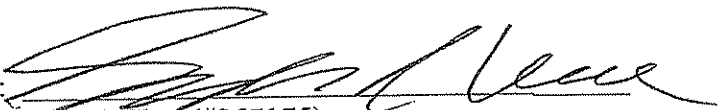
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Dated: 12/17/15

JOHN J. CHOI  
RAMSEY COUNTY ATTORNEY

By: 

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## SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered by and between The Archdiocese of St. Paul and Minneapolis, a Minnesota corporation, and the Ramsey County Attorney ("RCAO").

### RECITALS

WHEREAS, the Parties agree that the Archdiocese shall seek to create and foster an organizational culture in which everyone becomes and remains vigilant about achieving an overall aspirational goal that no child ever again be the victim of clergy sexual abuse.

WHEREAS, the RCAO initiated the Civil Action on June 3, 2015 petitioning the Court for an order that the Archdiocese show cause why it should not be subject to the jurisdiction of the Court for contributing to a child's need for protection or services; and

WHEREAS, the Court found probable cause to support issuance of the order requested by the RCAO; and

WHEREAS, the Archdiocese has taken and is taking steps to substantially enhance its Safe Environment Program; and

WHEREAS, the Archdiocese denies that it is contributing to a child's need for protection or services; and

WHEREAS, the Archdiocese initiated Bankruptcy Proceedings before the Civil Action was brought, and now seeks to pursue resolution of the Civil Action in a prudent manner consistent with the protection of assets available for creditors; and

WHEREAS, the RCAO seeks to protect the community and hold individuals and organizations accountable for injurious conduct as required by law and the interests of justice; and

WHEREAS, the Parties agree that this Agreement will advance their mutual interests in the protection of minors beyond what may otherwise be obtained through further litigation; and

NOW, THEREFORE, the Parties, in consideration of the promises and mutual undertakings contained in this Agreement, here promise their respective best efforts to achieve with deliberate speed the following terms and conditions of settlement:

## AGREEMENT

A. **Definitions.** The Parties have defined certain terms used within this Agreement that are provided below:

“Adult Volunteer” means an adult volunteer for the Archdiocese or a Parish or School who has regular or unsupervised contact with unrelated minors.

“Archbishop” means the sitting Archbishop of St. Paul and Minneapolis (or the appointed Apostolic Administrator).

“Archdiocese” means that certain corporate entity formed, maintained and existing under Minnesota Section 315.16 with Minnesota Business Name: “The Archdiocese of St. Paul and Minneapolis”.

“Archdiocese Territory” means the twelve (12) counties of the greater Twin Cities metropolitan area: Ramsey, Hennepin, Washington, Dakota, Anoka, Carver, Wright, Scott, Chisago, LeSueur, Rice, and Goodhue; and those persons outside the geographical territory over whom the Archdiocese has the ability to direct or control.

“Auxiliary Bishop(s)” means the Most Rev. Andrew H. Cozzens and any other titular bishop assigned to and serving the Archdiocese.

“Bankruptcy Proceedings” means the Chapter 11 Bankruptcy case captioned *In re: The Archdiocese of Saint Paul and Minneapolis, Debtor* before the United States Bankruptcy Court for the District of Minnesota, Bankruptcy Case No.: 15-30125.

“Board” means the duly constituted serving Board of Directors of the Archdiocese.

“Civil Action” means that certain civil proceeding initiated by the RCAO on June 3, 2015 that has been assigned case file number 62-JV-15-1674 by the Ramsey County District Court.

“Clergy” means any persons ordained – bishops, priests, and deacons – who administer the rites of the Catholic Church.

“Cleric” means a member of the Clergy.

“Code of Conduct” means the Code of Conduct for Clergy, the Code of Conduct for Church Personnel, the Code of Conduct for Adult Volunteers, and the Code of Conduct for Youth Volunteers, as applicable.

“Court” means the Ramsey County (Minnesota) District Court.

“Director” means the Archdiocese employee responsible for managing Archdiocese processes for handling allegations of clergy misconduct and for leading the Office of Ministerial Standards and Safe Environment.

“Ministerial Review Board” means the advisory, consultative body assembled to advise the Archbishop and his staff regarding clergy misconduct. The Ministerial Review Board may also review and offer recommendations regarding Archdiocese policies and processes relating to misconduct.

“Parish” means a parish within the Archdiocese Territory that is Archdiocese-recognized as Catholic.

“Parties” means the Archdiocese and the Ramsey County Attorney.

“Pastor” means a Parish pastor or a parochial administrator, as the case may be.

“Policies” means Archdiocese policies relating to the sexual abuse of minors, including the Codes of Conduct for Catholic Church clergy, employees, and volunteers.

“POMS Program” (or its equivalent) means the Archdiocese’s internal program for clergy the Archdiocese desires to have supervised.

“RCAO” means the Ramsey County Attorney or the Office of the Ramsey County Attorney.

“Safe Environment Program” means all policies, procedures, and programming that contributes to the protection of minors.

“School” means a primary school or a secondary school within the Archdiocese Territory that is Archdiocese-recognized as Catholic.

“Seminary” or “Seminaries” means the St. Paul Seminary, St. John Vianney Seminary, or both.

**B. Basis for Civil Action.** The factual basis for the Civil Action as alleged by the RCAO is contained in the Petition for Order to Show Cause.

**C. Statement of the Archdiocese.** The Archdiocese may choose to issue a public statement relating to entering this Agreement, both in writing and through public statements of its representatives. The RCAO agrees that such statements, if made by the Archdiocese, would not be admissible as evidence in any proceeding between the RCAO and Archdiocese.

**D. Letter of Apology; Meeting with Victims.** The Archbishop shall send a private letter of apology to the victims and family of this action through their respective counsel. In that letter, he will offer to meet with the victims and their family. The RCAO agrees that this letter would not be admissible as evidence in any proceeding between the RCAO and Archdiocese.

- E. **Conference for Restorative Justice and Reconciliation.** Within eighteen (18) months of confirmation of a plan of reorganization, or dismissal of the Bankruptcy Proceedings, the Archdiocese will convene and participate in a one-day “Conference for Restorative Justice and Reconciliation” (the “Conference”) at an appropriate location to be determined. The invitees shall include, at a minimum, victims of sexual abuse, those interested and relevant stakeholders of the Archdiocese, as well as those interested and relevant stakeholders within those dioceses that constitute the Ecclesiastical Province of St. Paul and Minneapolis. A planning committee will include representatives of the Archdiocese and the RCAO, and the hosting institution as applicable. The Conference will be funded by the Archdiocese.
- F. **Restorative Justice Sessions.** The Archbishop and the Auxiliary Bishop also agree to participate in mutually agreed upon restorative justice sessions to be convened by the Parties during a two-year period following the last date of execution of this Agreement. These sessions are contemplated to include meetings with victims and their families, as a victim or his/her family may request
- G. **Safe Environment Compliance Standards.** The Archdiocese agrees to continue its ongoing efforts to improve its Safe Environment Program and, as may be required by this Agreement, to enhance its program to meet each of these standards within the timeframes specified below:
1. **Continuance of Efforts**
    - 1.1. The Archdiocese agrees that the compliance standards provided herein are intended by the Parties to enhance and to improve its Safe Environment Program.
    - 1.2. The Archdiocese shall continue to implement those recommendations made by the Safe Environment and Ministerial Standards Task Force in its “Report and Recommendations to Protect Children from Clergy Sexual Abuse” as submitted to the Episcopal Vicar for Ministerial Standards on March 31, 2014, that are incorporated herein.
  2. **Oversight**
    - 2.1. **Board of Directors.** The Board shall be knowledgeable about the content of the Policies and operation of the Safe Environment Program and shall exercise reasonable oversight with respect to the effectiveness of said program.
      - a. The Board’s Audit Committee (or the Board as a whole) shall meet with the Director as often as it determines necessary to assess and evaluate the Safe Environment Program at the highest level of the Archdiocese, but in any event, no less than once every six months. Formal written agendas and minutes of this committee shall be maintained as part of the corporate records.
    - 2.2. **Archbishop.** The Archbishop shall be knowledgeable about the content of the Policies and operation of the Safe Environment Program and shall exercise reasonable oversight with respect to implementation, operation, and assessed effectiveness of said program.

- 2.3. Ministerial Review Board. The Ministerial Review Board shall be knowledgeable about the content of the Policies and operation of the Safe Environment Program and shall provide consultation, guidance, and support to the program.
- 2.4. Director of Ministerial Standards and Safe Environment. The Director has the duties and responsibilities and that authority that is defined in the Job Description as presently maintained by the Archdiocese. Among other things:
  - a. the Director is responsible for continuing to develop, implement, and revise as necessary the policies and procedures for preventing, responding to, and ensuring the reporting of allegations of child abuse; and
  - b. the Director shall support and coordinate the activities of the Ministerial Review Board, the POMS Program, the Victim Advocacy Office, and the Office for the Protection of Children and Youth.

### 3. Policies and Procedures

- 3.1. The Archdiocese shall create a comprehensive set of documents encompassing all Policies relating to the protection of minors. This comprehensive set of documents shall be organized and readily available on its website.
  - a. The Policies shall be written and formatted so they are easy to read and understand.
  - b. The Policies shall define key terms.
    - i. The Policies shall define what behavior constitutes misconduct involving minors, including, without limitation, sexual exploitation of minors and sexual harassment of minors.
    - ii. The Policies shall define what constitutes child abuse. The definitions shall include at a minimum the definitions of sexual and physical abuse as defined in Minn. Stat. § 626.556.
    - iii. The Policies shall define what constitutes a “credible allegation” and “substantiated claim.”
  - c. Among any other instructional formats it may choose to employ, the Archdiocese shall also provide in written form examples of what constitutes misconduct involving a minor as part of training or training-related materials, including what is considered “appropriate” vs. “inappropriate” physical contact.
- 3.2. The Archdiocese shall include guidelines for the acceptable use of technology within its policies:
  - a. The policy will grant the Archdiocese the ability to inspect, review, audit, intercept, or access all matters on systems of the Archdiocese, including employee e-mail, voicemail, and computer systems at any time, with or without notice.
  - b. Guidelines shall include how to properly use social media and cellular phones, including text messaging.



- 3.3. The Policies shall continue to prohibit Archdiocese employees and Adult Volunteers from being alone (*i.e.*, out of sight of at least one other adult) with any unrelated minor while serving as an employee or volunteer of the Archdiocese or a Parish, subject to common sense exceptions, such as emergency situations, interactions with a minor that are incidental and not extended, parents transporting their children or other related individuals, and employees or volunteers transporting the children of friends and neighbors. This paragraph does not apply to employees and volunteers providing services in or for Schools or providing Catholic education.
- 3.4. The Policies shall continue to prohibit clergy from being alone with any unrelated minor except when a cleric is hearing confession in a confessional, and except for common sense exceptions such as emergency situations or circumstances where interaction is incidental and not extended.
- 3.5. The Policies shall continue to prohibit: (a) clergy from traveling alone with or taking overnight trips alone with any unrelated minor; and (b) clergy from sleeping in the same private space (*e.g.*, room, tent, bed, etc.) with any unrelated minor.

#### 4. Acknowledgement of Policies

- 4.1. Within thirty (30) days of assignment of a cleric to continuing ministry within the Archdiocese Territory, the Archdiocese shall collect and maintain an acknowledgment form (or electronic record) certifying that such cleric has received the Policies, understands the Policies, and will comply with the Policies.
- 4.2. Within thirty (30) days of the commencement of any employment or continuing volunteer service, the Archdiocese shall collect and maintain an acknowledgment form (or electronic record) from all Archdiocese employees and Archdiocese Adult Volunteers certifying that he/she has received the Policies, understands the Policies, and will comply with the Policies.
- 4.3. The Policies shall include the Code of Conduct acknowledgement forms for clergy, employees, and Adult Volunteers. Those required to acknowledge the Code of Conduct must acknowledge receipt of the Code, their understanding of the Code, and their agreement to comply with the Code. The acknowledgement forms will refer to the reporting requirements under the Policies. The acknowledgement may be completed electronically.
- 4.4. The Archbishop shall request that within thirty (30) days of a seminarian's commencement of study, each Seminary will collect and maintain an acknowledgment form (or electronic record) from each seminarian certifying that he has received the Policies, understands the Policies, and will comply with the Policies. The Office of the Director shall request no less than annually that each Seminary will furnish the Director with records demonstrating compliance with this requirement. If the Seminary fails to provide such records as requested, the Director shall within a reasonable time notify the Archbishop and the Board of Trustees of the Seminary in writing.

- 4.5. The Archbishop shall request that within thirty (30) days of the commencement of any employment or volunteer service, all Parishes and Schools will collect and maintain an acknowledgment form (or electronic record) from each of their respective employees, and Adult Volunteers certifying that he/she has received the Policies, understands the Policies, and will comply with the Policies. The Office of the Director shall request no less than annually that each Parish and School furnish the Director with records demonstrating compliance with this requirement. If a Parish or School fails to provide such records as requested, the Director shall within a reasonable time notify the Archbishop and the Board of Trustees of such Parish or School in writing.
- 4.6. The Office of the Director shall maintain the acknowledgement forms (or records) for each cleric. Such files may be kept electronically.
- 4.7. The Archbishop shall request that each Parish, School, and Seminary maintain the acknowledgement forms (or records) for each employee, Adult Volunteer, or seminarian, and that said forms (or records) be subject to review by the Director. Such files may be kept electronically.

## **5. Safe Environment: Essential 3 Requirements**

- 5.1. The Policies shall define who is required to complete the Essential 3 requirements.
  - a. The Essential 3 requirements are: (1) Acknowledgement of the Code of Conduct; (2) specialized child protection training (such as VIRTUS or its equivalent); and (3) a criminal background check.
  - b. In accordance with the Policies, those required to complete the Essential 3 requirements include, but are not limited to:
    - i. clergy (active or retired) who have been granted permission by the Archbishop to conduct continuing ministry within the Archdiocese Territory for more than thirty (30) days;
    - ii. employees and Adult Volunteers providing service to the Archdiocese or a School or Parish (including, but not limited to principals, assistant principals, teachers, school counselors, librarians, coaches, school nurses, staff of preschools, youth religious programs and youth activities, directors of youth religious education programs, or maintenance employees);
    - iii. seminarians who have commenced their study at a Seminary; and
    - iv. seminarians who are working for a School or Parish.
  - c. Parents who volunteer with their child's programs or activities, such that they have regular or unsupervised contact with unrelated minors, must fulfill Essential 3 requirements.
- 5.2. Where reasonably feasible, the Archdiocese shall provide Safe Environment training and materials to Parishes and Schools in the principal languages of those who attend such School or Parish.

- 5.3. The Archdiocese shall provide Parishes and Schools with a volunteer application form for Adult Volunteers. Unless prohibited by law, these forms shall include questions regarding: (1) whether the applicant has a criminal history; (2) whether the applicant has ever been the subject of a criminal investigation involving an allegation of sexual abuse; (3) whether a civil or criminal complaint has ever been filed against the applicant alleging physical abuse or sexual abuse by the applicant; (4) whether the applicant has ever failed to report sexual abuse as required by law or policy; (5) whether the applicant has ever had employment terminated or has otherwise been disciplined for reasons relating to allegations of inappropriate conduct with minors, child abuse, or sexual misconduct of any kind; and (6) the applicant's history of volunteering with minors within the previous five (5) years.
  - a. The Archdiocese shall request that Adult Volunteers do not begin volunteer services within a Parish or School until the volunteer application has been completed.
- 5.4. The Director shall have the authority to refer employees or Adult Volunteers of the Archdiocese to attend any additional Safe Environment program(s) or training(s).
- 5.5. The Director shall request that each Seminary, Parish, and School that utilizes the services of a third-party person or entity under circumstances where that third-party has regular or unsupervised contact with minors be made aware of the existence of the Policies and the option to attend Safe Environment training.
- 5.6. The Office of the Director of Safe Environment shall maintain an electronic registry of clergy compliance with the Essential 3 requirements.
  - a. The Office of the Director shall continue its development of an electronic database to monitor compliance with the Essential 3 requirements and shall maintain a registry of compliance in such electronic database.
  - b. The Office of the Director shall request an annual certification from each Parish pastor and a member of the Parish or School board of trustees that each respective Parish or School is in compliance with the Essential 3 requirements for each employee and Adult Volunteer at the Parish or School. If the Parish or School fails to provide the requested certification, the Director shall within a reasonable time notify the Archbishop and send a letter of notice to both the full Parish or School board of trustees and the Parish council.
  - c. For each Parish and School, the Office of the Director shall annually review clergy compliance with the Essential 3 and shall within a reasonable time send a letter of clergy non-compliance, if applicable, to the relevant board of trustees.
  - d. The Director shall request an annual certification from the rector and a member of the board of trustees of each Seminary that the Seminary is in compliance with the Essential 3 requirements for all seminarians, affiliated clergy members, employees, and Adult Volunteers. If the Seminary fails to provide the requested certification, the Director shall within a reasonable time notify the Archbishop and send a letter of notice to the Seminary's full board of trustees.

### **Essential 3: Code of Conduct**

- 5.7. The Code of Conduct shall define key terms.
- 5.8. The Code of Conduct shall contain a provision prohibiting the viewing of pornographic materials on, or taking pornographic materials onto, the property of the Archdiocese, a Parish or a School.
- 5.9. The Code of Conduct shall contain a provision prohibiting the showing of pornographic material to minors and prohibiting the illegal provision of alcohol, tobacco, or drugs to minors.
- 5.10. The Code of Conduct shall contain a provision for pastoral counselors and spiritual directors that addresses and defines proper boundaries and improper conduct, including physical contact, with the persons they counsel.
  - a. The Code of Conduct shall contain a provision stating that clergy are responsible for establishing and maintaining clear, appropriate boundaries in counseling relationships.
- 5.11. The Code of Conduct shall contain provisions on how to report unethical or unprofessional conduct.
- 5.12. The Archdiocese shall develop and distribute appropriate training relating to the Code of Conduct for use at the start of employment or volunteer service, or within sixty (60) days of a material revision of the Code of Conduct.

### **Essential 3: Background Checks**

- 5.13. The Archdiocese shall develop an enhanced background check policy.
- 5.14. The policy shall state that all members of the clergy, employees, and Adult Volunteers within the Archdiocese Territory are subject to the background check policy as follows:
  - a. Clergy shall be subject to background checks upon their initial assignment within the Archdiocese Territory, and no less than every five (5) years thereafter.
  - b. A Cleric's service in excess of thirty (30) days may only continue after such cleric has successfully completed a criminal background check.
  - c. Clergy shall be required to report to the Director any arrest or citation involving conduct that violates the Archdiocese Policies and the Director shall gather available, relevant documentation and assess whether the particular matter should be forwarded to the Archbishop or the Ministerial Review Board, or both.
  - d. If a prospective employee will have regular or unsupervised contact with minors, such employment may only start after an individual has successfully completed a criminal background check.
  - e. An Adult Volunteer may only start his/her service after having completed a criminal background check.

- 5.15. In recognition of developing technological advancements that can improve the accuracy of background checks, the Archdiocese will meet and confer with the RCAF to explore the feasibility of a background check results policy that requires fingerprinting as a component of the background check process.
- 5.16. The background check policy shall provide criteria for evaluating the results of a background check and provide guidance for determining what constitutes disqualifying offenses for employment and volunteer positions.
  - a. If the background check reveals a criminal history, the applicant may be given the opportunity to provide an explanation, submit additional information, or challenge its accuracy.
  - b. The following factors should be considered before deciding whether or not to offer or deny employment or acceptance as a volunteer: (1) the length of time since conviction; (2) the nature of the crime; (3) the relationship of the crime to the duties to be performed; (4) the number and kind of convictions; (5) rehabilitation efforts; and (6) history of other employment or volunteer activity.
- 5.17. The Archdiocese shall request that its third-party vendor that provides background checks to the Archdiocese, Parishes, and Schools inform the requesting entity of any prior background checks performed on the same individual.
- 5.18. The Archdiocese shall request that Parishes, Schools, and Seminaries follow the recommended Archdiocese background check policy. If the Parish, School, or Seminary refuses to follow the Archdiocese background check policy, the Director shall within a reasonable time notify the Archbishop and the board of trustees of the respective Parish, Seminary, or School in writing.
- 5.19. Background checks for clergy, Archdiocese employees, and Archdiocese Adult Volunteers shall be maintained by the Director.
- 5.20. The Archbishop shall request that each Seminary, Parish, and School maintain background check files for Seminarians, their respective employees and Adult Volunteers.

### **Essential 3: VIRTUS Training**

- 5.21. The Archdiocese shall continue its policy that all those required to comply with the Essential 3 shall complete VIRTUS training within thirty (30) days of the start of service.
- 5.22. The Archdiocese shall continue to provide VIRTUS training (or its equivalent) no less than every three years to all clergy, all employees, and all Adult Volunteers.
- 5.23. The Archdiocese shall evaluate periodically the VIRTUS training materials (or its equivalent) to provide updated training to all clergy, employees, and Adult Volunteers.

## 6. Reporting Abuse

- 6.1. The Policies shall clearly state that a report to the Archdiocese does not relieve the individual from reporting known or suspected abuse as is required under Minnesota law.
- a. The Policy shall contain a section dedicated to civil mandatory reporting requirements, including the following guidance: (1) who must report; (2) what must be reported; (3) to whom the report must be made.
  - b. The Archdiocese shall continue its policy that clerics, employees, and Adult Volunteers shall be trained on mandatory reporting obligations within thirty (30) days of their hire and shall receive refresher updates at least every three (3) years thereafter.
- 6.2. The Policies shall also require an employee or an Adult Volunteer serving within the Archdiocese Territory who has reason to suspect sexual abuse of a minor that would be subject to mandatory reporting under Minn. Stat. § 626.556 shall immediately notify civil authorities as defined therein (within 24 hours).
- 6.3. The Policies shall clearly define the proper reporting channels for reports made under §§ 6.1 and 6.2. The policies shall state:
- a. the first report of suspected abuse of a minor shall be to civil authorities as defined in Minn. Stat. § 626.556;
  - b. any person, other than the victim, who makes a report to civil authorities shall be required to report the same information without undue delay to the Director. The Director shall then promptly notify the Archbishop or his designee;
    - i. The Director shall notify or confirm that law enforcement has been notified as required by law and the Policies. The Director shall complete written documentation relating to the report.
  - c. if authorized by law enforcement, and the suspected abuse occurred at or during a Parish/School activity or involves Parish/School personnel or volunteers, the Director shall notify the principal or pastor of the Parish/School, unless the suspected abuse involves the pastor or principal, in which case the Director shall notify the Parish or School board of trustees;
    - i. The pastor, school principal, agency director, or other person in charge of the location should complete written documentation of the report and the actions taken.
  - d. if the abuse involves a cleric, the Director shall request all relating written reports from the Seminary, Parish, or School.
- 6.4. When the Archdiocese receives a report of child sexual abuse and makes a mandated report to law enforcement pursuant to Minnesota statute, the Archdiocese shall not conduct an internal investigation, and will not interfere in any way with law enforcement until law enforcement concludes its investigation, closes its file without investigation, or authorizes the Archdiocese to take action.

- 6.5. The Policies shall include the rights of the person who makes an allegation. This policy shall ensure that the person making the allegation is provided with: (1) an adequate explanation of the Archdiocese's overall process and procedures for dealing with allegations of child sexual abuse, including its policy on reporting to civil authorities; (2) advice that the Archdiocese shall endeavor to conduct its investigation with appropriate discretion and, to the extent possible, protect the privacy and reputations of both the person reporting as well as the person about whom the report was made; and (3) a timely response to inquiries and, as necessary, periodic update(s) as to the status or resolution of the report.
- 6.6. The Archdiocese shall provide Parishes and Schools materials for making a complaint, including print materials in the principal language in which the liturgy is celebrated.
- 6.7. The Archdiocese shall establish a policy that prohibits retaliation against any cleric, employee, Adult Volunteer, parishioner, or other individual who in good faith reports sexual abuse of a minor or suspicions of sexual misconduct.
- 6.8. The Archdiocese shall publish in the Catholic Spirit no less than four (4) times per year for the term of this Agreement a statement urging those subject to sexual abuse of a minor to contact law enforcement to make a report of the abuse.
- 6.9. The Archdiocese shall continue to provide information in writing to Seminaries, Parishes, and Schools regarding the prevention of abuse, training to identify signs of abuse, statements that the abused are not at fault and encouraging the reporting of abuse.
- 6.10. If there is an allegation of sexual abuse of a minor involving the Archbishop or any Auxiliary Bishop, in addition to the notifications set forth above, the Director shall within a reasonable time notify the Board.

## **7. Clergy and other Employees**

- 7.1. The Archdiocese shall use reasonable efforts not to include among personnel of the Archdiocese having substantial authority any individual whom the organization knew, or should have known through the exercise of due diligence, has engaged in sexual misconduct with minors.
- 7.2. In each case where a cleric has been found not guilty of criminal conduct by civil authorities, or has been investigated by civil authorities without prosecution, the Archdiocese shall make an independent inquiry into and determination of the given cleric's fitness for ministry.
- 7.3. The Archdiocese shall not assign a cleric for a position in public ministry or a position that provides access to minors, who has a substantiated claim or pending credible allegation of sexual abuse of a minor against him, or who is otherwise deemed unsuitable for ministry.
  - a. Where there have been allegations of sexual abuse of a minor by a cleric, fitness for ministry determinations are to be made by the Archbishop upon

recommendations from the Director and the Ministerial Review Board. If the Archbishop, after considering these recommendations, determines a cleric is unfit for ministry based on a substantiated claim of sexual abuse of a minor, the Archdiocese shall not recommend such cleric to another religious organization, and shall notify an inquiring organization of the determination regarding fitness for ministry.

- 7.4. If a cleric seeks assignment, transfer, or residence outside of the Archdiocese Territory, the Archdiocese shall seek permission from the cleric to make available for review by the receiving diocese, religious community, or organization a complete copy of his clergy file and any other Archdiocese files materially related to the cleric. If the cleric permits review, the Archdiocese shall provide such receiving entity access to the complete clergy file and any other Archdiocese files materially related to the cleric. If the cleric refuses review or limits review of the complete file or any other Archdiocese files materially related to the cleric, the Archdiocese shall notify the receiving entity that the cleric refused access or is limiting access.
- a. The Archdiocese shall disclose any credible allegation of sexual abuse of a minor to any diocese, Catholic entity, or secular employer that inquires about the existence of any allegation of sexual abuse of a minor with respect to any past or present cleric of the Archdiocese to the extent that such disclosure is allowed by federal and state law. The Archdiocese shall also disclose the status or resolution of that allegation as reflected in its records to the extent allowed by federal and state law.
- 7.5. The Archdiocese shall not recommend, and shall have a policy that prohibits a cleric or Archdiocese employee from recommending, an employee for a position that provides access to minors if the employee has a substantiated claim or pending credible allegation of sexual abuse of a minor against him or her.
- 7.6. The Archdiocese shall continue to work with the Seminaries to prevent clergy sexual abuse of minors.
- a. The Archdiocese shall provide Safe Environment resources and training no less than annually to seminarians at the St. Paul Seminary.
- b. The Office of the Director of Safe Environment shall be a resource for each Seminary regarding selection, evaluation, and formation of seminary candidates.
- 7.7. The Archbishop shall request that each Parish, School, and Seminary designate a Safe Environment Coordinator to oversee the Parish, School, or Seminary program for screening, selecting, and supervising those working in the Parish, School, or Seminary who will have regular or unsupervised contact with minors. The Office of the Director of Safe Environment shall provide training to such coordinators upon their assumption of those responsibilities and then no less than every three years thereafter.
- a. The Director shall request confirmation that a Safe Environment Coordinator has been designated in each Parish, School, and Seminary.



- b. If a Parish, School, or Seminary fails to confirm the designation of a Safe Environment Coordinator, the Director shall within a reasonable time notify the Archbishop and the board of trustees of the particular Parish, School, or Seminary in writing that a local Safe Environment Coordinator has not been designated.

## 8. Website

- 8.1. After bankruptcy plan confirmation, or dismissal from the Bankruptcy Proceedings, or by December 31, 2016, whichever comes first, the Archdiocese shall consult with web developers to improve the Safe Environment resources on its website.
- 8.2. The Safe Environment website shall prominently display how to report an incident of sexual abuse.
- 8.3. To the extent reasonably feasible, the Archdiocese web page shall provide contact information or links to law enforcement agencies within the Archdiocese Territory.
- 8.4. The Archdiocese Sexual Abuse Policy shall be easily accessible through a link on the Safe Environment website.
- 8.5. The Safe Environment website shall contain all Policies. The Policies shall be easily accessible.
- 8.6. The Archdiocese Safe Environment website shall be periodically updated as needed to remain current.

## 9. Communications

- 9.1. The Archdiocese shall provide assistance to Pastors and principals so that they may appropriately respond to media inquiries and provide media response designed to reassure the community that abuse allegations are taken seriously and that the Archdiocese cooperates fully with civil authorities.
- 9.2. The Archdiocese shall make public disclosures of any future credible allegations of clergy sexual abuse of a minor that occurred in the Archdiocese Territory involving a cleric who is still living. The Archdiocese will encourage all potential victims to come forward.
- 9.3. The Policies shall require that all Archdiocese employees use their Archdiocese-issued e-mail account when sending any communication related to their job functions.
- 9.4. The Archdiocese shall continue to make public disclosures of substantiated claims of sexual abuse of minors by clerics and pending credible allegations of sexual abuse of minors by clerics that are under investigation. In each case of a substantiated claim, the Archdiocese will add the name of the cleric to the disclosure section of its website. Public disclosures under this paragraph shall be made as soon as reasonably practicable but, in any event, no later than forty-five (45) days after the relevant determination. The Archdiocese will also share this information with the public by issuing and posting a press release on its website.

- 9.5. With regard to a substantiated claim of sexual abuse of a minor by a cleric, at the conclusion of the canonical process for determination of clerical status, documents pertaining to the accusation of sexual abuse of a minor and the Archdiocese's response to the claim shall be made accessible to the public.

## **10. Ministerial Review Board**

- 10.1. The Director shall consider recommendations by the RCAO in the appointment of members to the Ministerial Review Board.
- 10.2. The Ministerial Review Board shall abide by written policies governing its conduct.
- a. The policies shall define what types of issues are to be reviewed by the Ministerial Review Board.
  - b. The policies shall include guidelines the Ministerial Review Board will follow when making recommendations in each case. These policies shall be made available to the public.
  - c. The policies shall provide that the Director will advise the members of the Ministerial Review Board of the final action by the Archdiocese in each case after the board's review and recommendation.
- 10.3. Minutes shall be taken at each Ministerial Review Board Meeting. Minutes shall be retained and filed by the Director and shall include: (1) date and times of meetings; (2) identification of all attendees; (3) a listing of agenda items; (4) a brief summary of any advisory assessments on clergy; and (5) a brief summary of consultation by the board on any other matter.
- 10.4. The Ministerial Review Board shall provide its expertise and assist as requested with developing policies and appropriate mechanisms to further ensure the protection of minors.
- 10.5. In addition to ¶ 10.1, the Director shall consult with members of the Ministerial Review Board and the Victim Assistance Coordinator to identify candidates for a vacancy on the Ministerial Review Board. The Director shall recommend candidates to the Archbishop, who shall appoint board members in consultation with the Director.
- 10.6. The names and credentials of the Ministerial Review Board members shall be provided to the RCAO.

## **11. POMS Program**

- 11.1. In accordance with the zero-tolerance policy set forth in the Charter for the Protection of Children and Young People established by the United States Conference of Catholic Bishops, the Archdiocese shall not use the POMS Program to mitigate risk to minors, but instead shall rely on an assessment of fitness for ministry involving the Director, the Ministerial Review Board, and the Archbishop.

- a. In all cases regarding an assessment of fitness for ministry, the Ministerial Review Board may seek additional information or may recommend limits on ministry service as necessary to promote a safe environment for minors.
- 11.2. If the Archdiocese has determined that the POMS Program is or remains appropriate for a clergy member with allegations of sexual misconduct involving minor(s), the Archdiocese shall notify the RCAO of that determination, providing the name and address of the cleric in question and providing such further information and other cooperation as the RCAO may reasonably request.
- 11.3. Before a recommendation is made to discharge a cleric from the POMS Program, the Ministerial Review Board shall undertake a full review of the cleric's file.
  - a. The Ministerial Review Board shall document its recommendation regarding discharge from the POMS Program, and that recommendation shall be placed in the cleric's file.
  - b. If the cleric was the subject of a substantiated claim of sexual abuse of a minor, the Director shall advise the RCAO if such cleric is discharged from the POMS Program.

## 12. Record Keeping

- 12.1. By December 31, 2016, the Archdiocese shall formulate policies for the acceptable use of Archdiocese computers and electronic devices, the screening of electronic devices, and the retention of documents and electronically stored information. The policies shall address the following:
  - a. The Archdiocese shall maintain a record of electronic devices (computers, laptops, tablets, etc.) that are Archdiocese property in the possession of clergy, employees, or Adult Volunteers.
  - b. When the Archdiocese has reasonable cause to believe that a cleric, an Archdiocese employee or volunteer has violated policies relating to electronic devices or their usage in a manner that involves sexual misconduct with a minor, the Archdiocese shall secure the electronic device for evidentiary value.
  - c. If the Archdiocese learns of the existence of a computer or other electronic communications device that may have relevance to, or possible evidentiary value in, a law enforcement investigation of clergy sexual abuse of a minor, the Director shall promptly notify the appropriate law enforcement agency having jurisdiction.
  - d. The Archdiocese shall develop a written policy regarding the handling of evidence, including computers or electronic devices that relates to any internal Archdiocese Safe Environment investigation.
- 12.2. The Office of the Director shall maintain records relating to clergy and the Safe Environment Program.
- 12.3. The Office of the Director shall maintain records of the training sessions and educational requirements required under the Policies.

- 12.4. The Archdiocese shall maintain files for all clergy.
- 12.5. The Archdiocese shall have a policy to not destroy clergy files.
- 12.6. Files may be maintained electronically.
- 12.7. Clergy files shall contain the following records:
  - a. signed documents as required under the Policies;
  - b. copies of all returned background checks;
  - c. internal memoranda or documentation regarding clergy misconduct;
  - d. records of any allegation of sexual abuse of a minor;
  - e. records of any mandatory report made to law enforcement about the cleric;
  - f. records of any internal investigation;
  - g. records relating to review by the Ministerial Review Board; and
  - h. information pertaining to the POMS Program, if applicable.

### 13. Other

- 13.1. The Archdiocese shall support and encourage the reporting of abuse both on its website and in print documents posted in Parishes and Schools. The website or documents shall seek to educate the general public on the reporting of clergy misconduct and the protection afforded those who make good-faith reports.
- 13.2. In instances where a claim of sexual abuse of a minor is substantiated, if requested, Archdiocese leadership shall meet with the victim/survivor or his or her support person(s) as may be reasonably arranged, with due respect for the needs of the victim/survivor.
- 13.3. In instances where a claim of sexual abuse of a minor is substantiated, if requested by the victim/survivor, the Archbishop shall, on behalf of the Archdiocese, send a personally signed letter of apology to the victim/survivor in the context of a Minnesota Rule of Civil Procedure 408 settlement communication.
- 13.4. The Archdiocese shall continue to maintain an independent mechanism where concerns regarding misconduct or suspected misconduct can be reported. The mechanism should provide for 24/7 access and allow reports to be made by phone or through a confidential web-based reporting mechanism.
- 13.5. The Archdiocese shall explore the need for and feasibility of a "Clergy Assistance Plan" that provides clerics with an ability to seek help in times of need or personal crisis, including from an outside provider and in a manner that provides anonymity if desired.
- 13.6. The Archdiocese shall not enter into confidentiality agreements regarding allegations of sexual abuse of minors unless requested by the victim and noted in the text of the agreement.

- 13.7. The Archdiocese shall request removal of photos and any visible honors (such as a plaque honoring that cleric individually or naming of a building or hall in that cleric's honor) from public display for each cleric with a substantiated claim of sexual abuse of a minor. This does not prevent the Archdiocese from displaying photos of a cleric with a substantiated claim of abuse if that photo or the words accompanying it clearly indicate that the cleric had a substantiated claim of sexual abuse of a minor asserted against him.
- 13.8. The Archdiocese agrees to have in place at a point no later than expiration of this Agreement an ombudsperson to provide an outside resource for victims of sexual abuse.
- 13.9. The Archdiocese shall have a policy to provide law enforcement in the appropriate jurisdiction with the known residential address of each cleric having a substantiated claim or pending credible allegation of sexual abuse of a minor.
- 13.10. Within one hundred twenty (120) days of the effective date of this Agreement, the Archdiocese shall develop a model policy for use by Parishes requiring notification to the board of trustees of a Parish where clergy are permitting long-term residents in rectories. The Archbishop shall request that the Parish board of trustees adopt the model policy.
- 13.11. The Director shall have an adequate budget so that the Director unilaterally or the Ministerial Review Board as a body may retain outside legal counsel solely regarding the matters of ministerial standards and safe environment. Under this exclusive defined authority, the Director and the Ministerial Review Board shall not be required to confer with or rely only upon internal legal services of the Archdiocese. To the extent legal fees will exceed the Director's budget, financial expenditures are subject to approval by the Board and the Archdiocese Finance Council (and the Bankruptcy Court during the pendency of the Bankruptcy Proceedings) if necessary.
- 13.12. In the event the position of Director becomes vacant, the Archbishop will consult with the Ministerial Review Board and the Board regarding candidates to fill the position of Director.
  - a. If practicable, the current Director shall provide notice to the Ministerial Review Board and the Archbishop of his or her intent to separate from employment as early as practicable to permit a comprehensive, effective search for his or her replacement.

#### **14. Compliance**

- 14.1. The Archdiocese shall institute a reasonable timeline for compliance with the Policies and shall define the corrective and disciplinary measures to be used where clergy, seminarians, employees, or volunteers of the Archdiocese fail to adhere to policy requirements.
  - a. Clergy members who are non-compliant with the requirements of the Essential 3 as set forth above shall, at a minimum, be removed from service involving

regular or unsupervised contact with minors until they have completed all requirements.

- b. The Archdiocese shall request that Parishes, Seminaries, and Schools remove Parish/Seminary/School employees and Adult Volunteers who are non-compliant with the requirements of the Essential 3 from service involving regular or unsupervised contact with minors until they have completed all requirements.
  - i. Upon learning of non-compliance, the Director shall promptly notify the Archbishop and the Parish, Seminary or School board of trustees if an employee or Adult Volunteer has not been removed from his or her job or position.

14.2. Outside Audit. The Archdiocese shall on an annual basis for the term of this Agreement retain an independent firm with demonstrated competencies to conduct an annual compliance audit of the Safe Environment Program and this Agreement. The Archdiocese shall select the audit firm subject to the approval of the RCAO, which shall not unreasonably withhold approval. During pendency of the Bankruptcy Proceedings, the retention of the audit firm will be subject to Bankruptcy Court approval.

- a. A written retention agreement with the audit firm shall explicitly state that the audit report will be provided to the RCAO. The Archdiocese shall consent to the RCAO having unrestricted access to the auditing personnel, both during and for a reasonable period after each audit, as well as access to work papers and underlying supporting documents the RCAO may request to review.
- b. The first annual outside audit will cover the period from the last date of execution of this Agreement through June 30, 2017. Fiscal-year auditing shall occur thereafter. This Agreement contemplates two (2) fiscal year outside compliance audits.
- c. The results of each audit shall be provided to the Archbishop, other members of the Board, the Director, members of the Archdiocese Finance Council, the Chairman of the Presbyteral Council, members of the Ministerial Review Board, Chancellor for Civil Affairs, Chancellor for Canonical Affairs, the RCAO, and any other persons who in the Director's judgment should receive the report.
- d. Within sixty (60) days of the completion of each required annual audit, the Director shall cause the audit report to be made available on the Archdiocese Safe Environment website and, concurrently, arrange to have a fair executive summary of the report published in the Catholic Spirit publication (with information on how the readership may access or obtain the entire report). The Archdiocese shall issue a public statement each year at the time the audit report is available for review and may otherwise distribute the report in any other manner.

- e. Beyond demonstrating compliance with this Agreement, the annual audit report is to be considered by the Parties as a means to further evaluate and continuously improve the Safe Environment Program within the Archdiocese.

14.3. Internal Audit. The Archdiocese shall conduct periodic internal reviews to evaluate its Safe Environment Program.

- a. After confirmation of a plan of reorganization or dismissal from the Bankruptcy Proceedings, the Director shall engage an external consultant to assess its effectiveness.

14.4. The Director shall request to conduct periodic audits of Parishes, Seminaries, and Schools. A request to audit shall be made of each Parish, Seminary, or School at least once every seven (7) years. During each year of the term of this Agreement, the Director shall request to audit no less than fifteen percent (15%) of the total Parishes of the Archdiocese Territory. If a Parish, Seminary, or School refuses the audit request, the Director shall notify within a reasonable time the Archbishop and the applicable board of trustees in writing.

14.5. The Archbishop shall request that the Parish, Seminary, or School conduct an external review of procedures for both Safe Environment and finance compliance each time there is a change of pastor or other leader, in the case of Seminary or School, and request that the results of that review be provided to the Director.

**H. Victims Fund.** The Archdiocese shall seek as part of its bankruptcy plan to establish a fund for the ongoing and future counseling for victims of clergy sexual abuse that occurred at any time within the Archdiocese Territory, including Victim 1, Victim 2, and Victim 3, such that they might have access to ongoing reasonable and appropriate counseling. In this regard, the Parties specifically contemplate and agree that Victim 1, Victim 2, Victim 3 (as referred to in the Petition for Order to Show Cause) and their immediate family, to the extent they have a cognizable claim, will benefit from any fund established as part of the bankruptcy process.

**I. Bankruptcy Proceedings.** The Archdiocese is subject to certain limits and restrictions as a debtor-in-possession in the Bankruptcy Proceedings. As part of this Agreement, the Archdiocese shall move for Bankruptcy Court approval of this Agreement at the earliest practicable time, but no later than January 31, 2016. This Agreement shall not be effective until such time as it is approved by the United States Bankruptcy Court. To the extent the Archdiocese is required to expend funds outside the ordinary course of business as a result of this Agreement, the Archdiocese shall seek approval for such expenditures from the bankruptcy court.

**J. Obligations Survive Bankruptcy.** The parties specifically agree that the terms and conditions specified herein shall be described in the Archdiocese's Chapter 11 disclosure statement and be fully incorporated into its Chapter 11 plan, and if approved in the Bankruptcy Proceedings shall survive on and after the date the Archdiocese is discharged from the Bankruptcy Proceedings.

K. **Non-solicitation.** Nothing in this Agreement shall be construed as a solicitation of a plan of reorganization in violation of the Bankruptcy Code.

L. **Breach of this Agreement; Opportunity to Cure; Attorney's Fees.** If the RCAO determines in its reasonable judgment at any time during the term of this Agreement that the Archdiocese is in material breach of this Agreement, the RCAO will serve (as "serve" is defined under the Minnesota Rules of Civil Procedure) a Notice of Breach upon the Archdiocese, with copies mailed to the Archbishop, Secretary of the Board, and Director. The Archdiocese shall then have a period of twenty-eight (28) calendar days after service in which to cure.

If after the twenty-eight (28) calendar days the RCAO continues to have cause to believe the Archdiocese has materially breached this Agreement, the RCAO may initiate legal proceedings in the Court to enforce this Agreement by any legal or equitable means it deems available, including, without limitation, contempt of court, specific performance, or breach of contract.

If the Court determines the Archdiocese breached this Agreement, it shall enter an appropriate order against the Archdiocese and, as part of that order, may award the RCAO the value of its reasonable attorney's fees incurred in litigating the breach.

In the event the RCAO is required to enforce this Agreement, its exercise of remedies for breach of this Agreement is agreed by the Parties to be an exercise of its police and regulatory powers.

M. **Term of Agreement.** This Agreement begins upon its approval by the United States Bankruptcy Court and runs for thirty-six (36) months following such approval. The Parties agree, however, that the protection of minors from sexual abuse is a core need, expectation and operational function of the Archdiocese such that, irrespective of the Bankruptcy Proceedings but subject to the specific exceptions noted herein, each will begin work to achieve the terms and conditions of this Agreement with deliberate speed using their respective best efforts upon execution of this Agreement. Except as otherwise provided herein, the Archdiocese further agrees that to the extent it has/had not already done so, it will come into substantial compliance with the Safe Environment Compliance Standards defined herein within twelve (12) months of the last date of execution below.

N. **Changes to Agreement.** This agreement may be amended by the Parties in writing. In the event either the Archdiocese or the RCAO desire to change any term, condition or requirement of this Agreement, the Parties agree to meet and confer in good faith over the changes one or the other may propose.

O. **Invalidity.** If any one or more of the terms, conditions or requirements of this Agreement are deemed unenforceable or invalid by the Court, the enforceability, validity and legality of the remaining provisions shall not in any way be affected or impaired thereby.

P. **Dismissal of Civil Action.** Upon expiration of this Agreement, the RCAO agrees to move to dismiss the Civil Action with prejudice.

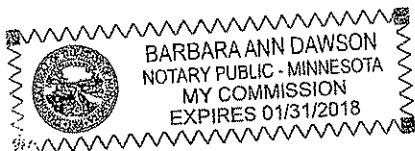


- Q. **Governing Law; Venue.** This Agreement shall be governed by, construed and interpreted consistent with Minnesota law. Any litigation between the Parties relating to this Agreement shall be before the Court.
- R. **No use.** This Agreement is to be considered independent in all respects from any other matter, and shall not be admissible into evidence in any proceeding except the above-referenced juvenile case and Bankruptcy Proceedings for purposes of its approval.
- S. **Counterparts.** This Agreement may be signed in counterparts, any of which shall be deemed an original but all of which shall constitute the same Agreement.
- T. **Statement of Authority.** The Board of Directors of the Archdiocese has approved this Agreement as reflected in the attached Board Resolution, which therein authorizes the Archbishop as President of the Board of the Archdiocese or the Apostolic Administrator, as well as the Secretary of the Corporation to enter into and execute this Agreement for and on behalf of the Archdiocese. The Archdiocese further represents that this Agreement has been entered into after appropriate consultation with the Archdiocese Finance Council and the Archdiocese College of the Consultors.

IN WITNESS WHEREOF, the Archdiocese and the RAO execute this Agreement on and as of the date(s) indicated below:

Dated: 12/17/2015

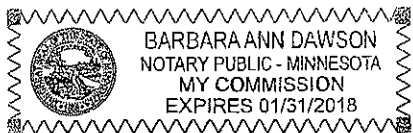
THE ARCHDIOCESE OF ST. PAUL AND MINNEAPOLIS, a Minnesota corporation



By: Bernard A. Heble  
Its PRESIDENT

Subscribed and sworn to before me this 17<sup>th</sup> day of December, 2015.

Barbara Ann Dawson  
Notary Public



By: [Signature]  
Its Secretary

Subscribed and sworn to before me this 17<sup>th</sup> day of December, 2015.

Barbara Ann Dawson  
Notary Public

Registered Office:  
226 Summit Avenue  
St. Paul, Minnesota 55102

APPROVED:

FREDRIKSON AND BYRON, P.A.


Dated: 12/17/15

By: [Signature]  
Joseph T. Dixon (#0283903)  
Andrew F. Johnson (#0390783)  
200 South Sixth Street, Suite 4000  
Minneapolis, MN 55402  
612-492-7000  
Facsimile: 612-492-7077  
-jdixon@fredlaw.com  
ajohnson@fredlaw.com

Dated: 12.17.15

JOHN J. CHOI  
RAMSEY COUNTY ATTORNEY

By: \_\_\_\_\_

  
John J. Choi (#257175)

Ramsey County Attorney

John T. Kelly (#214098)

First Assistant County Attorney

Thomas E. Ring (#25082X)

Assistant County Attorney

Stephanie L. Wiersma (#395741)

Assistant County Attorney

Office of the Ramsey County Attorney

345 Wabasha Street North, Suite 120

St. Paul, MN 55102

651-266-3222

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE ARCHDIOCESE OF  
SAINT PAUL AND MINNEAPOLIS**

The Board of Directors of the Archdiocese of Saint Paul and Minneapolis, by majority vote, adopted the following resolution on the 16<sup>th</sup> day of December, 2015 at a special meeting of the Board of Directors of the Archdiocese of Saint Paul and Minneapolis that (a) was properly organized by Archbishop Bernard A. Hebda, Apostolic Administrator of the Archdiocese, pursuant to Article 6 of the bylaws, and (b) where a quorum was present.

WHEREAS, on or about June 5, 2015 the Ramsey County Attorney's office (RCAO) commenced a Civil Action against the Archdiocese focused on protecting children; and

WHEREAS, the Archdiocese has taken and is taking steps to substantially enhance its Safe Environment Program; and

WHEREAS, the Archdiocese and RCAO desire to resolve all matters with respect to said Civil Action by entering into the attached Agreement which is incorporated herein by reference and made a part hereof.

NOW THEREFORE BE IT RESOLVED THAT the Board of Directors, having reviewed discussed and considered a proposed Settlement Agreement dated December 11, 2015 does hereby

1. Authorize Archbishop Hebda and his designees to complete any final negotiations of the Settlement Agreement, and
2. Authorize and direct the President and the Secretary of this Corporation to execute a final Settlement Agreement, and
3. Direct the Archbishop and the Archdiocese bankruptcy counsel to seek approval of the Settlement Agreement by the United States Bankruptcy Court.

**CERTIFICATION OF CORPORATE SECRETARY**

The undersigned Corporate Secretary of the Archdiocese of Saint Paul and Minneapolis does hereby certify that the above Resolution was duly adopted and approved by the Board of Directors of the Archdiocese on 16<sup>th</sup> day of December, 2015.

  
\_\_\_\_\_  
Mr. Joseph F. Kueppers

Corporate Secretary of the Archdiocese of Saint Paul and Minneapolis