



HOLY FAMILY SCHOOL

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THE CATHOLIC SCHOOLS OF THE DIOCESE OF SYRACUSE AGREEMENT FOR INTERNET ACCESS BY STUDENTS

1. I have read the annexed document entitled "TERMS AND CONDITIONS FOR ACCEPTABLE USE OF THE INTERNET BY STUDENTS" (hereafter, the "TERMS AND CONDITIONS").
2. I understand and agree to abide by the TERMS AND CONDITIONS. I understand and accept that I will be held accountable for consequences of any violation of the TERMS AND CONDITIONS in accordance with the provisions stated in that document.
3. I understand that any access to the Internet, whether in school or through remote connections, is provided to me solely for educational purposes.
4. As a user of the Catholic School network, I agree to comply with all applicable rules of the Catholic Schools of the Diocese of Syracuse and with all state and federal laws and restrictions and to communicate over the network in a responsible manner.

Student's Name (Please Print) _____ Date of Birth _____

Student's Signature _____

Address: _____

City: _____ State: _____ Zip: _____

As the parent/guardian of the above student, I grant permission for my daughter or son to access networked computer services such as electronic mail and the internet. I understand that my child may be held liable for violations of the TERMS AND CONDITIONS and/or applicable laws. I also understand that some materials on the internet may be objectionable, but I accept responsibility to provide guidance regarding internet use and to set and convey standards for my daughter or son to follow when selecting, sharing, or exploring information and media. As parent/guardian, I agree to discuss the appropriate use of electronic media with my child and to insure that she or he understands the TERMS AND CONDITIONS. I also understand and accept that my child's access to the internet through facilities at the Catholic Schools of the Diocese of Syracuse may be summarily revoked in the event of a breach of the TERMS AND CONDITIONS. Finally, if my child is not of sufficient age and maturity to sign above, I also certify that I have read the TERMS AND CONDITIONS to my child, and that my child understands them and agrees to abide by them.

Parent/Guardian Name (Please Print) _____

Parent/Guardian Signature _____

Date _____

Where Faith and Learning Come Together

Terms of Enrollment

The following sets forth the nature, dynamics and character of the relationship between the School and its students and their parents. This summary will allow both students and parents to clearly understand their rights and obligations while attending the School, and it will minimize any potential misunderstanding in this regard. It is understood that by seeking enrollment in and attend the School, the applicants, students and their parents understand and agree to this statement of rights and obligations. It is part of your agreement with the School.

The School warmly welcomes all of the students accepted for the coming school year and will work hard to provide them with a Catholic and academic education in a supportive learning environment. It is understood and agreed by the School's students, and their parents, that students shall obey the School's *Code of Conduct*, observe the rules and regulations of the School and perform the academic work required so as to result in sufficient academic success while attending the School. It is also understood and agreed that the School's students attend the School at the School's invitation, and not pursuant to any right that a student or parent may possess. The admission to, and continued attendance at the School require students to behave consistent with the *Code of Conduct*, all other rules and regulations of the School and in a manner befitting a student of a Catholic institution. These responsibilities exist both inside and outside of the classroom and during all school functions, whether on campus or located elsewhere.

In order to protect its standards of academics, discipline and character, the School reserves the right to require the withdrawal of any student at any time, for any reason deemed sufficient in the sole discretion of the School and its administrators. Through their application enrollment into the School, all students and their parents and/or legal guardians, concede and acknowledge that the School has this right. By a student's attendance at the School, he or she, and his or her parents or guardians, acknowledge the further important obligations and restrictions contained in the *Student Handbook*, and agree to be bound by its terms.

Students attending the School understand that they do not possess the same rights they might possess if attending a public school. For example, a student's freedom of speech is limited in many important respects at the School. Any speech, written or oral, that is contrary to the Roman Catholic faith, the teachings of the Church, the directives of the Bishop or Ordinary of the Diocese of Syracuse or contrary to the School's *Code of Conduct* are prohibited. Likewise, speech that is contrary or disruptive to the philosophy and purpose of the School is prohibited. Participating in prohibited speech at the School may be the basis for disciplinary action, up to and including suspension or expulsion.

Likewise, while students may have a constitutional right to be free from unreasonable searches or seizures while attending a public school, they understand and agree that the School has the right to search their person or property, if the School's instructors or staff reasonably believe that the search will produce evidence of a violation of a School rule, the School's Code of Conduct or the law. The School's students and their parents understand and agree that it is within the sole discretion of the School's administrators to determine whether such a reasonable belief exists. They further understand and agree that the School has the unfettered right to examine, search or inventory a student's desk, locker, or other space provided to the student for use at School. It is

further understood and agreed that these areas may be searched by the School at any time and for any reason. Moreover, if the School permits on-campus parking, students and their parents understand and agree that the School has the unfettered right to search any automobile parked upon its premises. Students have no reasonable expectation of privacy relative to any of these areas (e.g., desks, hallway lockers, locker room lockers, automobiles parked on School grounds, etc.)

Additionally, it is understood and agreed by students, and/or their parents or guardians, that they waive and relinquish any right they may have to sue the School, any parish, the Diocese of Syracuse, and/or any individual acting on the half of the School, a parish or the Diocese, such as administrators, teachers, staff, volunteers or any of their agents relative to any matter directly or indirectly concerning academic or disciplinary decisions or matters covered within the *Student Handbook*.

Each student and his or her parents or guardian, by their acceptance of enrollment at the School, agree they may not bring any civil action in any local state or federal court or in any administrative agency or body to challenge any school decision relative to academics or disciplinary matters, including any decision relating to the rules, regulations, procedures or programs covered within this handbook. Students and their parents or guardians agree that any challenge to any school academic or disciplinary action, any enrollment decision, any suspension or expulsion, or any decision relating to the rules, regulations, procedures or programs covered in the *Student Handbook* may only be challenged or appealed within the hierarchy of the School and/or Diocese, subject to the limitations and processes contained within the *Student Handbook*.

While any students or parent or guardian of a student may consult with legal counsel relative to any decision made by the School or Diocese concerning the student, the School emphasizes and reiterates that students and parents or guardians are not permitted to have legal counsel present during any meetings or hearing or to otherwise participate in any disciplinary process or any other proceeding or process administered by the School or Diocese. It is understood and agreed that school administrators are not obligated to meet with attorneys or advocates of any sort, at any time.

The *Student Handbook* contains the School's *Code of Conduct* and the parameters of student discipline. However, it should be noted that any listing of prohibited conduct in the Handbook is only by way of illustration and example, and it is not intended or expected to be an exhaustive or exclusive list of prohibited conduct or conduct that may result in disciplinary action.

The School is pleased to welcome you to the School community and looks forward to your participation in its academics and activities.

THE DIOCESE OF SYRACUSE CATHOLIC SCHOOLS

ACCEPTABLE USE POLICY REGARDING STUDENT USE OF COMPUTERS, INTERNET ACCESS, AND RELATED EQUIPMENT/SERVICES

INTRODUCTION

The Catholic Church views emerging technologies, such as computers, the worldwide internet, and related items, as gifts of the Spirit that challenge God's faithful people to make creative use of such new discoveries and technologies to better the human condition in a manner that is consistent with the Church's teachings. (*See Aetatis Novae, #2*). The Catholic Schools of the Diocese of Syracuse recognize that as such new technologies change the ways in which information may be accessed and used, they may also change the methods of instruction and learning. The Catholic Schools support the use of such technologies and tools in the educational process, to the extent such use assists the learning process, is safe for all concerned, and is consistent with the Church's teachings.

Such tools and methods must be used by Catholic educators and students in a manner that is educationally appropriate, and which is consistent with the Church's teachings, and applicable laws. Therefore, the Diocese of Syracuse Catholic School Office and the schools associated with the Diocese ("local schools") hereby adopt this Acceptable Use Policy for Students. It shall govern all student use of computers equipment, the internet, and related equipment and services occurring in the student's performance of his or her duties, on school property or in regard to any school event, and its violation may constitute a basis for student discipline.

DEFINED TERMS

As used in this policy, the following terms shall have the following meanings.

1. The term "Acceptable Use Policy" or "AUP" shall mean this policy, which conditions and controls the use of internet services and/or computers, as those terms are defined here, on school premises and at or during any school event.
2. The "Catholic School Office" or "CSO" shall mean the Catholic School Office of the Diocese of Syracuse, New York.
3. The term "Code of Conduct" shall mean the code by that name adopted by each local school and published, among other places, in each local school's Student Handbook.
4. The term "computer equipment" shall mean any device, equipment or instrument that is utilized for the electronic creation, receipt, storage, transmission or manipulation of data. The term shall include personal computers and laptop computers, any network of interconnected computers, intranet, personal digital assistants, cell phones, portable media players (*e.g.*, iPod) and any similar or related device.
5. The term "Diocese" shall mean the Roman Catholic Diocese of Syracuse, New York.

6. The term "Diocesan Property" shall mean a real or personal property belonging to the Diocese or any of the schools associated with the Diocese, "local schools", including any computer, computer network, intranet, internet service, e-mail service or accounts, data storage accounts or any other similar or related equipment, service or thing.
7. The term "educational purpose" shall mean the intended use of any form of media, computer, computer network, and/or the internet in a manner and for a purpose that is plainly related and readily applicable to a local school's curriculum, sponsored extra-curricular events, and/or administration.
8. The term "e-mail" shall mean any form of electronic communication that involves the transmission of communication, information, or data by a publicly accessible network of interconnected computers or computer networks. It shall include all forms of such communication, including electronic mail, online chat, file transfer, and the interlinked web pages and other documents of the Worldwide Web.
9. The term "internet" shall mean the World Wide internet, as that term is commonly defined, as well as any intranet, computer network, electronic mail, text messaging, electronic chat devices and any other computer usage that involves the electronic receipt, transmission or storage of data, information or communication, whether facilitated through an internet service provider or otherwise.
10. The term "local school" shall mean any of the Catholic Schools affiliated with the Diocese.
11. The term "policy" shall mean, in the case of the CSO, any policy, directive or guidance provided by the CSO to the various local schools. In the case of a local school, the term shall mean any policy, directive, or rule of a local school, including its Code of Conduct.
12. The term "school event" shall mean any event occurring during the school day, including any curricular, extra-curricular, or other school sponsored or endorsed event, regardless of whether said event occurs on school property or is directly supervised or controlled by school officers or employees.
13. The term "school property" shall mean shall mean an real or personal property belonging to the Diocese, including any computer, computer network, intranet, internet service, e-mail service or accounts, data storage accounts or any other similar or related equipment, service or thing.
14. The term "sexual harassment" shall mean the preparation and dissemination of any verbal or written materials, photographic, video or audio material, conduct, physical contact, or other actions that are offensive to a reasonable person and which have a sexual connotation or which otherwise create a sexually hostile working or learning or environment, as described with more particularity in the Sexual Harassment Policy of the Diocese of Syracuse Catholic Schools Office, which is, by reference, incorporated here.
15. The term "student" shall mean any student enrolled in any Diocesan school.

ACCEPTABLE USE POLICY TERMS

It is hereby the policy of the Catholic School Office and the Catholic Schools affiliated with the Diocese that student use of school provided computer equipment, internet access or service, e-mail accounts or service, and any similar thing shall be subject to and conditioned upon adherence to this AUP. In addition, use of any such thing on school property or at any school sponsored event shall be conditioned upon and subject to this AUP. This AUP shall supplement each local school's Code of Conduct, and its violation shall be a basis for discipline.

Specific Terms

1. The student's use of any computer equipment, internet access or service, e-mail or any similar thing shall be governed by consistent with this AUP, and all state, federal and local laws, including those governing use and dissemination of copyrighted, trademarked or otherwise protected intellectual property.
2. The student is individually and personally responsible for any use of computer equipment, internet access or service, or e-mail accounts provided to the student, and shall safeguard his or her passwords or other access control mediums accordingly.
3. The student shall only use school provided computer equipment, internet access and/or e-mail accounts for educational purposes or the discharge of his or her assigned duties.
4. The student shall use computer equipment, internet service or access, e-mail or any similar thing on school property or in relation to any school event solely for educational purposes, irrespective of who owns or has provided such things.
5. The student has no right to the use of computer equipment, internet access or service, e-mail or any similar thing in regard to instruction or any school function or event; such use and access is a privilege, which the local school may revoke at any time and without the provision of any form of process, within the sole discretion and judgment of the local school's principal.
6. The student is prohibited from using any other party's password or access control to access any computer equipment, internet access or service, e-mail or any similar thing, except as specifically authorized.
7. The student shall not change, alter or modify any provided password or other form of access control without express permission to do so.
8. The student is prohibited from accessing or using personally owned or obtained computer equipment, internet access or service, e-mail e.g., aol, yahoo or hotmail or any similar thing during the school day, on school property, or in regard to at any school event or function, except as specifically authorized in writing by the local school principal.
9. The student is prohibited from using any computer equipment, internet access or service, e-mail or any similar thing for any purpose that is inconsistent with the Church's teachings or the policies of the CSO or local school, including, but not limited to the following:
 - a. Accessing, viewing, transmitting or storing sexually or otherwise offensive messages, pictures, or unlawful information on the Internet;
 - b. The use of impolite, abusive, or otherwise reasonably objectionable language in either public or private;
 - c. Harassing, insulting or attacking others;
 - d. Improperly accessing, using or damaging computers, computer networks or systems, intranets, servers, internet accounts or web sites belonging to any other person or party;
 - e. Intentionally wasting limited and/or valuable resources; and/or
 - f. For any commercial purpose or political purpose, other than the student's duties, or in any manner that violates federal, state, or local laws or statutes.

10. All provided computer equipment, internet access or service, e-mail or any similar thing is the property of the local school and/or Diocese, and the student has no right to use of or access to any such thing in the performance of his or her duties.
11. The Diocese, CSO or local school and/or the student, agent or representative of any of them, may access, monitor, review, download, print, copy, delete, any material located on, transmitted by, or received by any computer equipment, internet access or service, e-mail account or any similar thing. In addition, and as appropriate, the Diocese, CSO, and/or local school may provide such material to any law enforcement agency or other governmental agency. The decision to undertake any of these actions is reserved to the exclusive discretion and judgment of the Diocese, CSO or local school, and shall not require the existence of any justification, cause or suspicion.
12. By signing this Student Handbook receipt, parents hereby stipulate and agree that the student has no right to privacy, exclusive possession or access in regard to any computer equipment, internet access or service, e-mail or any similar thing. The student and his or her parents waive, relinquish and shall be precluded from asserting any such right in any judicial, administrative, governmental, or quasi-governmental proceeding.
13. Upon notice that his or her possession, use, or access to any computer equipment, internet access or service, e-mail or any similar thing is suspended or terminated, the student shall promptly return any school provided equipment and/or passwords or other forms of access control.
14. Upon request, the student shall immediately provide his or her local school with access to any school provided computer equipment, internet access or service, e-mail or any similar thing, used in conjunction with the student's duties and/or provided by the Diocese or a local school.

CONSEQUENCES AND PENALTIES FOR VIOLATION OF AUP

Consequences of inappropriate computer use shall be determined in the sole discretion and judgment of the principal of the local school, consistent with this AUP and its Code of Conduct. Examples of such consequences are listed below. This list is not intended and shall not be construed as an exhaustive list or to require any particular process or particular penalty. The assessment of any penalty shall not operate to the exclusion of any other penalty; and a local school may apply one or more penalties as its principal deems appropriate.

1. Parental notification and a parental conference with the principal or his/her designee.
2. Any penalty listed for the Violation of the Technology Policy in the local school's Code of Conduct, including a loss of privileges, detention, suspension and/or expulsion.
3. The requirement that the student reimburse or compensate the local school or any third party for damage caused to a computer other property, or property rights as a result of a violation of this AUP, which shall be a condition precedent to the student's continued or renewed enrollment at the local school or any other Catholic school in the Diocese of Syracuse.

4. The institution of a civil action to recover money damages caused to the local school and/or Diocese through any violation of this AUP.
5. Loss of computer, computer network, intranet, internet, e-mail, or data storage access and/or use privileges. Any student who loses such privileges and later has them reinstated shall be supervised at all times in his or her use of any such equipment, service or access.
6. Whenever the local school believes or suspects that a criminal law has been violated, the local school shall notify the appropriate state or local agency, in consultation with and as guided by the Catholic School Office, and may ask any such agency to investigate or prosecute any such conduct.

Cell Phone Policy

Students may carry cell phones in school but that they must be turned off from the time that the student arrives at school until the end of the school day.

A student may use them only in the case of an emergency and the determination of an incident as an emergency is solely in the judgment of the school.

The use of cell phones after the school day must be in a manner that is consonant with the Acceptable Use – Technology Policy.

SEXUAL HARASSMENT POLICY OF SYRACUSE CATHOLIC SCHOOLS OFFICE

STATEMENT OF POLICY AND OVERVIEW

The Catholic School Office of the Diocese of Syracuse ("CSO"), and each of its component schools (individually, "School" or collectively, "Schools"), are committed to safeguarding the right of all staff and students within the school community to work and learn in an environment that is free from all forms of illegal sexual discrimination¹, including sexual harassment. Therefore, the Catholic Schools of the Diocese of Syracuse prohibits all behavior of a sexual nature that imposes a requirement of sexual cooperation and/or tolerance of a sexually hostile work environment as a condition of employment, pay or benefits, working conditions, academic advancement or participation in any Educational or extracurricular program, or which has the purpose or effect of creating a hostile or offensive working or learning environment.²

The CSO and its Schools, through implementation of this policy, are committed to investigating all reports of sexual harassment or other illegal gender discrimination and taking prompt and appropriate action to deter, punish, and remedy any such type of conduct. Further, they expressly prohibit any form of retaliation against any student, employee, parent, volunteer, or community member because any such person has made a report of illegal sexual discrimination or harassment, as hereinafter provided, or otherwise participated in the investigation of any such report.

The Superintendent hereby charges the component school administrators with the implementation of this policy, as well as its publication to students, staff, parents and volunteers of the Schools.

¹ Except as concerns any matter for which there is a statutory or judicially recognized exception for religious institutions.

DEFINITIONS

Sexual harassment can take many different forms and occur in several different settings. Accordingly, the definitions used here are intended to be illustrative, and not exclusive. Sexual harassment is generally defined as unwelcome or unwanted sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is, either explicitly or implicitly, made a condition for evaluating a student's academic progress or a student's successful completion of any course of study, educational or extra-curricular activity;
2. Submission to or rejection of such conduct by a student is used as the basis for academic or extracurricular decisions affecting such student, including the acceptance into or rejection from a course or activity;
3. Such conduct has the purpose or effect of unreasonably interfering with a student's academic performance, evaluation of a student's academic performance or progress, participation in an educational or extra-curricular activity, or creating a sexually intimidating, hostile or offensive learning environment;
4. Submission to such conduct is, either explicitly or implicitly, made a condition for continued employment, the evaluation of an employee's performance or the pay, benefits and/or working conditions of any employee;
5. Submission to or rejection of such conduct by an employee is used as a basis for decisions affecting an employee's pay, benefits, work assignments, and/or working conditions;
6. Such conduct has the purpose or effect of unreasonably interfering with an employee's ability to perform his or her work or creates an intimidating, hostile or offensive work environment.
7. Conditions exist within the school environment that allow or foster harassing activities of a sexual nature, including but not limited to, obscene pictures, lewd jokes, sexual comments and innuendo, or, among other things, sexual advances.
8. Out of school conduct, including use of the Internet, which creates or contributes to a sexually hostile environment in school, unreasonably interfering with a student's participation in an educational program, extra-curricular activity, and/or academic performance, or an employee's work performance, pay, benefits, and/or

(..continued)

² The CSO and its component schools specifically prohibit all student-employee relationships of a sexual, quasi-sexual or romantic nature, regardless of whether they are consensual.

which creates an intimidating, hostile or offensive learning or working environment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, including the creation of a hostile learning or work environment, the following are some examples of conduct that may constitute sexual harassment, depending upon the totality of circumstances, the severity of the conduct and its pervasiveness:

1. Unwelcome sexual advances, regardless of whether they involve physical contact;
2. Sexual epithets, jokes, written or verbal references to sexual conduct, gossip regarding an individual's sex life; comments about an individual's body, and/or comments about an individual's sexual activity, deficiencies, or prowess;
3. Displaying sexually suggestive objects, pictures and/or cartoons;
4. Unwelcome leering, whistling, brushing against the body, sexual gestures, and suggestive or insulting comments;
5. Inquiries into one's sexual experiences; and
6. Discussion of one's sexual activities.

The CSO acknowledges that in determining whether sexual harassment has occurred, the perspective of the complaint and/or victim should be considered. While the accuser's conduct and/or intention may be considered, sexual harassment may be found even where the accused has/had no intention to sexually harass another individual.

COMPLAINT PROCEDURES AND PROHIBITION OF RETALIATION

1. *Appointment of Sexual Harassment Officers*

The CSO's Superintendent of Schools ("Superintendent") shall appoint a Catholic School Sexual Harassment Prevention Officer (CSSHPO) for the diocesan Catholic schools. Each School shall create the position of School Sexual Harassment Prevention Officer ("SSHPO"). At the end of each academic year, each School will submit to the CSO a list of candidates for the position of SSHPO. The CSO will thereafter designate the SSHPO for each school. In Diocesan

secondary schools, at least one male and one female SSHPO will be appointed. The SSHPO(s) will serve from September through August of the next school year.

The CSSHPO and the various SSHPO's shall receive training in the area of sexual harassment prevention and proper investigation into reports of sexual harassment. Each School shall notify the CSSHPO if its SSHPO's employment should end or its SSHPO should be unable to complete his or her duties during the academic year.

2. Reports of Sexual Harassment

The CSO and its Schools strongly encourage any student or employee who has been subjected to ("subject") or otherwise witnessed ("reporter") conduct that may comprise sexual harassment to report that conduct. Any student or employee who believes that he or she has been the victim of or witness to an incident(s) of sexual harassment may report such incident(s) to the Superintendent, CSSHPO, the Diocesan Assistance Coordinator, any administrator working in the CSO, any SSHPO, School Principal, Assistant Principal or to a School Counselor.

The staff member to whom the complainant is made shall promptly report the complaint to the SSHPO and the Principal of the School where the harassment is reported to have occurred. If the complaint concerns the SSHPO, the staff member need only advise the Principal. Any staff member who fails to report a sexual harassment complaint may be subjected to disciplinary action.

The Principal shall notify the CSSHPO and Superintendent.³ In the event the report involves the Principal, the staff member receiving the report shall promptly notify the CSSHPO or the Superintendent of the report. In the event the complaint concerns the Superintendent, the

³ In all events, unless the subject of the report, a staff member receiving such a report shall notify the Principal of the school where the alleged harassment took place and that Principal shall notify the CSSHPO and/or Superintendent of the matter. If the Principal is the subject of the report, the procedure stated *infra* shall apply.

CSHPPO shall notify the Chancellor of the Diocese and take such measures as are appropriate, in consultation with the Chancellor. If the CSSHPO should be the subject of the report, the Superintendent shall assume that officer's duties and take any other appropriate action. In all events, the CSSHPO will immediately consult with the Diocesan Assistance Coordinator to ensure compliance with the Diocesan Safe Environment Policy ("VIRTUS").

The CSO, in coordination with the Superintendent and Diocesan Assistance Coordinator, shall make a determination as to who will investigate the complaint (e.g., the Superintendent, CSSHPO, Diocesan Assistance Coordinator, a diocesan Catholic school administrator, Principal, counsel or an outside investigator or a team of these individuals). All complaints of sexual harassment will be held in confidence to the extent practicable and as permitted by law, so as to enable a thorough investigation. While the CSO and its Schools respect the privacy and anonymity of all parties and witnesses to complaints brought under this policy, they cannot guarantee confidentiality. Whenever a School or the CSO has knowledge or reason to believe that an instance of sexual harassment has occurred, the School and/or CSO shall, even in the absence of a complaint, cause a prompt and thorough investigation of any such incident.

3. Investigation of Reports of Sexual Harassment

Upon receipt of any complaint of sexual harassment, the CSSHPO will facilitate a thorough, prompt and impartial investigation of the report or complaint to be conducted. Barring extenuating circumstances, all such investigations shall be completed within 30 calendar days of receipt of a complaint or report. Such investigations shall be conducted according to this policy. It is the policy of the CSO that all complaints of sexual harassment shall be taken seriously and that an investigation shall be conducted to the fullest extent possible.

Upon completion of the investigation, the investigator shall prepare a written report that details the substance of the investigation, statements obtained, documents reviewed, the investigator's findings of fact and recommendations as to any appropriate remedial action. The investigator shall the report with the CSSHPO, who will review it for completeness. If the CSSHPO determines that additional work is required, the CSSHPO shall document what additional work is required and return the report to the investigator for completion. Upon its completion, the report shall be filed with the Superintendent's office, via the CSSHPO. The Superintendent's office shall share the report and/or the necessary content of the report, as is appropriate in each case.

As set forth below, the outcome of an investigation of a sexual harassment complaint shall be related to the accused, the reporter and/or subject and, in the case of a student, the parent/guardian of an accused or subject (individually, "Interested Party"). Such information shall be given to these individuals within 30 days of the report's completion, in summary fashion, taking care to preserve any confidential material, to the extent practicable, and consistent with the law, any relevant contract, and CSO personnel policies.

4. Corrective Action Based on Investigation

If the result of the investigation indicates that sexual harassment or other inappropriate behavior has occurred, immediate and appropriate corrective action will be taken. It is the policy of the CSO to appropriately discipline an offending individual consistent with the law, CSO policy and any applicable contract or agreement. As appropriate, the School or CSO may direct remedial training. If the alleged behavior constitutes or may constitute a crime, the Superintendent shall advise the Chancellor of the Diocese, and those Diocesan officers shall facilitate the immediate notification of the appropriate law enforcement agency.

In the event any Interested Party should disagree with the conclusions of the investigation and/or the remedial action selected, such individual may file a written appeal of the findings to the Superintendent within 14 calendar days from the date on which the Interested Party is advised of the investigation's conclusions and the remedial action to be taken. The Superintendent shall promptly review and consider the appeal, the investigation report and any other relevant information and decide the appeal, to the extent possible, within 14 calendar days of its receipt. Thereafter, the Superintendent may amend the investigation report or alter the disposition of the matter, as appropriate, and supported by the evidence, within the Superintendent's sole discretion.

5. *Prohibition of Retaliation and Follow-up to Investigation and/or Corrective Action*

The CSO and the Schools prohibit any conduct that is intended, may be construed as constituting or which constitutes retaliation against a complainant or reporter for the good faith reporting of an incident pursuant to this policy, as well as against any person who testifies or otherwise provides information or otherwise assists in a sexual harassment investigation. Follow-up inquiries by the appointed investigator CSSHPO, SSHPO and/or School Principal shall be made to ensure that the reporter, subject and/or witnesses have not suffered any retaliation.

In addition, the SSHPO and/or the investigator shall follow-up with such individuals at regular intervals during the school year to determine if any enacted remedies have been effective and to insure the absence of any retaliation by any student, staff, parent or other person.

If the CSO reported the matter to a law enforcement agency, as detailed above, the Superintendent's Office shall follow-up with the appropriate law enforcement agency to determine the status and outcome of any criminal investigation or prosecution, and shall act as a

liaison with such law enforcement agency to assist it in obtaining necessary information to the extent appropriate and lawful.

TRAINING AND DISTRIBUTION OF POLICY

The Catholic Schools of the Diocese of Syracuse shall provide appropriate training to staff and students regarding awareness of and sensitivity to issues involving sexual harassment, including condemnation of such conduct, the sanctions for harassment and preventive measures to help reduce incidents of sexual harassment.

A copy of this policy shall be distributed to all personnel, students and parents/guardians posted in appropriate places and included in all school handbooks.