

THE ROMAN CATHOLIC DIOCESE OF DALLAS SCHOOL POLICIES HANDBOOK ADDENDUM

1. OVERVIEW

Catholic schools within The Roman Catholic Diocese of Dallas (the “Diocese”) are an extension of the religious ministry of the Diocese and, in the case of parochial schools, of the parish to which they are attached. To help schools fulfill this important role, the Diocese has promulgated certain policies for implementation in every school within the Diocese. Accordingly, the policies contained in this Addendum amend, replace, and control over any local school policies which apply to the same subject matter thereof.

2. EXPULSION

Orderly school administration is essential to fulfilling the core mission of Catholic schools. Even a single failure by a member of the school community to uphold the standards of behavior to which all community members agree when a student is enrolled can cause irreparable harm. Thus, while in many cases expulsion is reserved for very serious or persistent misconduct, a school may properly determine that a single instance of on- or off-campus misconduct requires separation of a student from the school community. Misconduct committed by a member of the school community other than a student (including without limitation parents and siblings) can also significantly hinder a school’s ability to perform its essential task of educating students. As a result, misconduct committed by a person connected to the school through a student (*e.g.*, parents and siblings) may result in the expulsion of the student from the school when, in his or her sole discretion, the chief administrator determines that such action is appropriate.

a. Grounds for Expulsion

Any instance or course of misconduct may, at the sole discretion of the school’s chief administrator, be sufficient grounds for expulsion. In many cases, it is appropriate to attempt to correct the problem behavior through less severe disciplinary measures. In other cases, however, the school’s chief administrator may determine that expulsion is the appropriate sanction for misconduct that has not previously resulted in probation, suspension, or other discipline.

Examples of behavior that will generally result in expulsion include but are not limited to:

- i. Actions gravely detrimental to the moral and spiritual welfare of other students;
- ii. Incurable or disruptive behavior which impedes the progress of the rest of the class;
- iii. Assault, battery, or any threat of force or violence—whether intended in jest or not—directed toward any school personnel, students, member of the school community, or other person on school property or during school-related activities;

- iv. Habitual or persistent violation of school regulations;
- v. Possessing, selling, giving away, using, or being under the influence of alcohol and drugs and/or hazardous substances on campus, at school functions, or at a time and place that directly involves the school or the welfare of members of the school community;
- vi. The on-campus use, sale, distribution, or possession of a substance intended or commonly used to mimic a narcotic, controlled substance, or alcoholic beverage;
- vii. Use or possession of firearms or other potentially harmful objects or weapons;
- viii. Gang-related conduct or activity including but not limited to, symbols, graffiti, apparel, colors, hazing/initiations, and hand signals commonly associated with gangs;
- ix. Theft, extortion, arson;
- x. Habitual truancy;
- xi. Malicious damage or destruction of real or personal property at school;
- xii. Hazing;
- xiii. Serious bullying and/or harassment;
- xiv. Conduct which may damage the reputation of the school or parish;
- xv. Transmission of nude or otherwise inappropriate images of any student or person who appears to be a minor child; and
- xvi. Use of social media in such a manner as constitutes bullying or online harassment or which causes another student or member of the school community to fear for the safety of any member of the school community.

Additionally, off-campus misconduct may result in expulsion, especially when it is related in some way to the school community because it is directed towards a member of the school community, directly or indirectly involves multiple members of the school community, or may negatively impact the school's reputation in the community.

b. Procedure for Expulsion

Circumstances giving rise to expulsion can arise and unfold quickly. The chief administrator's primary duty in such situations is to protect the school community. No student or family has any right to the application of a particular procedure before or in connection with the expulsion of a student. Nevertheless, the following process can serve as a general guideline when, in the chief administrator's discretion, circumstances warrant:

- i. When practical, the pastor of a parochial elementary school and the president of a diocesan high school should be apprised of the circumstances of a potential expulsion before the decision to expel is implemented;
- ii. When circumstances permit, before the decision to expel is implemented, the student's parents should be advised of the potential for expulsion and a summary of the grounds for expulsion.
- iii. The student and his or her parents should be invited to a conference with the school's chief administrator. In parish schools, the local pastor should be advised of the scheduled conference. In high schools, the president should be advised of the scheduled conference. At the chief administrator's discretion, this conference may be held before or after the decision to expel is implemented.
- iv. The final decision to expel a student rests with the school's chief administrator and will not be reviewed except to ensure compliance with any applicable pre-expulsion procedures. In parochial elementary schools, the pastor should be consulted. In diocesan high schools, the president should be consulted.

c. Tuition and Fees

Prepaid tuition and fees are not refunded if a student is expelled. If a student is expelled before tuition or fees would ordinarily come due, the family of an expelled student shall be excused from further payment.

3. PARENTAL ACCESS TO STUDENT RECORDS

Parents will be allowed to inspect and review their student's education records, at a date and time convenient to the school, unless a court has ordered otherwise. Records will always be reviewed in the presence of school personnel appointed by the chief administrator. The school may provide copies of the records and, if it does so, may charge a fee.

In the event a court order is in place which limits a parent's access to a student's educational records, or which otherwise limits the contact a parent may have with the school regarding the student, the family must provide a complete, final, signed copy of the order to the school when the student is enrolled. If such a court order is issued after a student has enrolled, the family must provide a complete, final, signed copy of the order to the school as soon as it is signed by the judge.

The school will, when and to the extent reasonably possible, honor restrictions on access to educational records imposed by such an order. However, school personnel are not family lawyers and it is not the school's responsibility to enforce court orders. **See below for additional information regarding reimbursement of the school's costs and attorneys' fees for involvement in family custody disputes.**

Schools will generally not release a student's records to third parties without the written consent of a student's parent or legally responsible adult. As an exception to this rule, a school may disclose student records to or for:

- i. School officials with legitimate educational interest;
- ii. Other schools to which a student is transferring;
- iii. Specified officials for audit or evaluation purposes;
- iv. Appropriate parties in connection with financial aid to a student;
- v. Organizations conducting certain studies for or on behalf of the school;
- vi. Accrediting organizations;
- vii. To comply with a judicial order or lawfully issued subpoena;
- viii. Appropriate officials in cases of health and safety emergencies; and
- ix. State and local authorities, within a juvenile justice system, pursuant to specific State law.

If a specific reason exists to further limit access to a student's educational records, the student's parent or legally responsible adult must provide a specific, written request that explains the basis for the additional restriction to the school's chief administrator. The chief administrator, in his or her sole discretion, will determine whether implementing special procedures for a student's records is appropriate and reasonably feasible on a case-by-case basis.

4. CUSTODY AND FAMILY LAW ISSUES

The Diocese and its schools understand that many families within the school community are affected by custody and other related legal disputes. The Diocese and its schools work to balance sensitivity to difficult family situations and the interests of safety and orderly school administration. Involving school personnel in family and custody diverts finite school resources from the school's primary function. As a result, it is important that families within the school community who are affected by custody and other related legal disputes read and understand the following policies and procedures.

Generally, a child's biological or adoptive parents have equal rights to custody of and visitation with the child unless and until a court orders otherwise. When this arrangement has been changed by court order, it is the responsibility of the affected student's family to provide the school with a complete, final, signed copy of the relevant order and to point out to the school any relevant portions of the order. Unless and until a student's family does so, the school may assume that both of a child's biological or adoptive parents have equal rights to custody of and visitation with the student.

It is the responsibility of the parents, not the school, to ensure that the school is promptly provided with any relevant original or amended custody orders. Schools will take reasonably practical steps to facilitate compliance with relevant family court orders. However, it is the responsibility of the family, and not the school, to enforce family court orders regarding a student. School personnel are not family law attorneys and are not responsible for interpreting or enforcing custody or other family court orders.

Attorneys representing parents in custody disputes should not contact school personnel directly, including to request the production of documents and execution of supporting affidavits for use in litigation. Parents may obtain contact information for diocesan legal counsel from the school and should provide this information to the parents' attorneys if school involvement in a custody dispute is requested. If the school is required to engage counsel to interpret or otherwise advise the school regarding a custody or other family court order or dispute, the parents of the affected student are jointly and severally liable to the school for all costs and attorneys' fees associated therewith. As an exception to this general rule, upon request by either parent, the school will generally, at the chief administrator's sole discretion, provide one copy of a student's central file (e.g., attendance records, report cards, enrollment documents, etc...) with a supporting business records affidavit to both parents or their attorneys free of charge.

Diocesan schools are private property and are not open to the public. Additionally, it is detrimental to the well-being of the affected students and to the school community as a whole when family disputes are brought onto school property. Parents are expected to do everything possible to avoid parental confrontations or arguments on school grounds. The chief administrator of the school or his or her designee has full discretion to exclude any person from the school when, in his or her sole discretion, doing so is necessary or appropriate. School personnel may contact law enforcement for assistance when doing so is necessary to enforce this discretion. If a parent who is prohibited by court order from coming to or near the school attempts to enter the school, the school may call the police and/or seek other appropriate recourse.

If school personnel believe that the behavior of a parent or other legally responsible adult presents an imminent threat of harm to a student, the school may refuse to release the student to the parent or other legally responsible adult or take such other steps, including but not limited to contacting law enforcement or the student's emergency contact, as the school deems necessary.

5. REPORTS TO AND COOPERATION WITH LAW ENFORCEMENT

a. Reports to Law Enforcement

Texas law requires the principal of a private school, or his or her designee, to notify law enforcement if the principal has reasonable grounds to believe that certain crimes listed in section 37.015 of the Texas Education Code. The notice provided to the police must include the name and address of each student the person believes may have participated in the activity, and must also be provided to each employee of the school who has regular contact with a student whose conduct is the subject of the notice. It is the policy of the Diocese of Dallas and its schools to comply with this statutory requirement.

b. Cooperation with Law Enforcement and Child Abuse Investigations

Texas law requires schools to make students available for interviews by child protective workers in connection with an investigation into suspected child abuse. The child protective worker may or may not allow a school representative to witness the interview. Diocese of Dallas schools will cooperate with such interview requests.

From time to time, law enforcement officers also seek to interview students while at school in connection with an allegation or suspicion that the student has committed a crime. When faced with such a request, school personnel will refer the requesting officer to the school's chief administrator or his or her designee. The chief administrator or designee will request additional information regarding the nature of the interview requested and the allegations or suspicions relating to the student. The chief administrator or designee will, if the crime is not serious and contemporaneous or imminent, also request that the interview be delayed until the student's parent or other legally responsible adult is present. School personnel will then notify the student's parent, other legally responsible adult, or emergency contact as soon as possible.

If the officer refuses to delay the interview until the student's parent or other legally responsible adult arrives, the chief administrator or designee will request to be present during the interview. **However, if the officer refuses to allow the chief administrator to be present and refuses to delay the interview, school personnel will not physically prevent the officer from conducting the interview, and the parent or other legally responsible adult signing below agrees that the school is under no duty to do so.**

6. PARENTAL COOPERATION AND BEHAVIOR

All members of the school community, including parents and family members, are expected to comply with all school rules and policies while on campus and in communications with the school, be respectful, cooperate with the school with respect to all decisions affecting the student, and avoid behavior which disrupts the orderly administration of the school. A community member's failure to meet these expectations jeopardizes school administration, requires the school to expend limited resources to address inappropriate and unnecessary behavior, and detracts from the school's core mission and, as a result, may jeopardize a student's continued participation in the school community. At the school's sole discretion, the failure of a student's parents or other family members to comply with these expectations,

separate and apart from the student's conduct, may result in suspension or expulsion of the student.

7. REIMBURSEMENT FOR SCHOOL COSTS AND ATTORNEY'S FEES

The Diocese of Dallas and its schools recognize the financial sacrifice many of its families make to participate in the school community. Out of respect for this sacrifice and in recognition of the school's responsibility to wisely steward financial resources for the benefit of all members of the school community, the Diocese and its schools have implemented the following policy:

From time to time, a school is required to retain outside legal counsel to respond to parent requests or demands, requests or subpoenas for testimony or documents in legal proceedings to which the school is not a party, or to address other issues affecting or involving only one or a few students or families. In such situations, the school is typically required to expend finite financial resources to address an issue which otherwise affects only a very small portion of the school community. To ensure that the school community at large is not adversely impacted in such situations, the school will, when the chief administrator in his or her sole discretion deems it appropriate, require the family or families involved to reimburse the school for attorney's fees, costs of court, and other expenses incurred (including, without limitation, the cost to secure substitute staff when school personnel are subpoenaed to testify in court proceedings).

Accordingly, each person who acknowledges his or her agreement to the contents of this Handbook, either by written or electronic signature or by enrolling a student in a school within the Diocese of Dallas, agrees that, in the School's absolute and sole discretion, he or she shall indemnify and reimburse the School, the Roman Catholic Diocese of Dallas, and their respective officers, employees, agents, and representatives ("Indemnitees") on demand from and for any and all attorney's fees and related costs including without limitation the cost of responding to requests for documents or other records or information arising from, in connection with, or related to 1) a violation of any provision of this Handbook, 2) any request or demand made upon the School which pertains to a legal proceeding to which the School is not a party, 3) threatening or harassing communications directed to any Indemnatee, or 4) threatened or actual litigation against any Indemnatee which does not result in a final and appealable judgment adverse to the Indemnatee.

8. AUTHORIZATION OF CONSENT TO TREAT MINOR

I/We, the Parents listed below, are the ___ parent(s) / ___ guardians of the Student listed below, and as such do hereby authorize the School named below and its employees, contractors, and adult volunteers as our agent(s) (collectively, "School") to consent to any x-ray examination, anesthetic, medical, dental, or surgical diagnosis or treatment or hospital care which is deemed advisable by, and is to be rendered under the general or specific supervision of, any physician or surgeon licensed under the laws of the jurisdiction where such diagnosis or treatment may be given, whether such diagnosis or treatment is rendered at the office of said physician, at a hospital, or at any other location.

I/we understand that this authorization is given in advance of any specific treatment or diagnosis, but is given to provide authority and power of treatment or hospital care which the aforementioned physician in the exercise of best judgment may deem advisable. This authorization is given pursuant to the provisions of Chapter 32 of the Texas Family Code. This authorization shall remain effective for up to one year from the date of completion of this form, unless sooner revoked in writing delivered to said agent(s).

In consideration of acceptance of this authorization, but without any time limitation and without any future right of revocation, I/we hereby release and agree to fully and unconditionally protect, indemnify, and defend School, the Roman Catholic Diocese of Dallas, and their respective officers, agents, and employees, (collectively, “Indemnitees”) and hold each Indemnatee harmless from and against any and all costs, expenses, attorney’s fees, claims damages, demands, suits, judgments, losses, or liability for injuries to property, injuries to persons (including Student) and from any other costs, expenses, attorney fees, claims, suits judgments, losses, or liabilities of any and every nature whatsoever arising in any manner, directly or indirectly, out of, in connection with, in the course of, or incidental to such treatment, treatment decisions, diagnosis, or hospital care relating to Student, REGARDLESS OF CAUSE OR OF THE JOINT, COMPARATIVE OR CONCURRENT NEGLIGENCE OF THE INDEMNITEES.

9. ENROLLMENT

I/We is/are the natural parent(s) or managing conservator(s) of the Student listed below and have the legal authority to enroll Student in the School. Having considered all the facts, I/we believe that enrolling Student in the School for the coming school year is in Student’s best interest. I/we understand that School is a Roman Catholic School and that Student’s education and the expectations for Student’s behavior and the conduct of Student’s family in relation to the School community will be consistent with and governed by Christian morals, values, and principles.

I/we have been provided with and have read, understood, and had the opportunity to ask any questions regarding School’s student/family handbook. I/we understand that the handbook is incorporated into this agreement and forms a part of this legally-binding contract. As a result, I/we understand that Student’s continued enrollment at School during the coming school year is contingent upon compliance with the policies set out in the handbook by Student and by Student’s family in their dealings with the School community. I/we understand and agree that failure to comply with the expectations for conduct set out in the handbook may result in discipline, up to and including separation of Student from the School at School’s sole discretion and without any right to appeal.

I/we understand that I am/we are responsible for providing School with a current and complete copy of any court order affecting Student’s enrollment in School or the right of a parent or conservator of Student to make educational decisions for Student, communicate with School, or access Student’s educational records. I/we understand that it is not School’s responsibility to mediate or resolve disputes regarding custody of Student and related matters, and that involving School in custody and similar disputes requires School to expend unbudgeted time and other resources. I/we have read and agree to the provisions of the

School handbook regarding School’s right to recover attorneys’ fees incurred as a result of Student or family misconduct and custody and related legal matters.

I/we have informed School of all relevant information regarding any special educational or medical needs of Student and agree to advise School if Student’s educational or medical needs change during the school year. I/we agree that School may contact any person who signs this agreement or whose name is provided to School as an emergency contact regarding any emergency involving Student and may disclose to those individuals information regarding Student’s education, behavior, and/or medical conditions as needed.

I/we have been provided with and understand all necessary information regarding tuition, fees, and costs associated with Student’s enrollment at School for the coming school year and am/are satisfied that I/we will be able to pay all such tuition, fees, and costs subject to any applicable financial aid awarded. I/we understand that School’s budget for the school year anticipates full payment of all amounts due on behalf of all enrolled students. Accordingly, I/we understand that failure to pay all tuition, fees, and costs in full and on time may, in School’s sole discretion, result in Student’s separation from School without any refund of amounts already paid.

10. PARENT CONSENT AND RELEASE FORM

The School offers students the opportunity to participate in a wide range of education, extracurricular, and athletic activities, both on and off campus. The School believes that parents, students, and the School community are best-served when parents and students together determine the range of activities that are appropriate for a particular student’s participation. Parents should review the opportunities listed below, determine which activities are appropriate for their student’s participation, and students and parents should sign where indicated below for each activity.

Student Name (“Student”):	
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Athletics: Subject to the Release and Indemnification terms below, by my/our initials below, I/we consent to Student’s participation in School-sponsored athletic activities, including without limitation athletics-related training and exercise programs, practices, School-sponsored pre- and post-game activities, games, competitions, and tournaments. I/we have read, discussed with Student, and understand the Student conduct expectations set forth in the Handbook and understand that Student’s continued participation in athletics is conditioned upon his/her compliance with all applicable policies and rules of conduct when engaged in any School-related activity, whether academic, athletic, or otherwise.

Parent(s) initials:	Yes:	No:
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Transportation to/from Athletics: Subject to the Release and Indemnification terms below, by my/our initials below, I/we consent to Student’s use of School-sponsored transportation to and from any and all School-sponsored athletics activities described above. I/we have read and discussed with Student the conduct expectations set forth in the Handbook and understand that Student’s continued use of School transportation is conditioned upon his/her compliance with all applicable policies and rules of conduct.

Parent(s) initials:	Yes:	No:
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Extra-curricular Activities: Subject to the Release and Indemnification terms below, by my/our initials below, I/we consent to Student’s participation in School-sponsored extracurricular activities, including on-campus and off-campus extracurricular activities. I/we have read and discussed with Student the conduct expectations set forth in the Handbook and understand that Student’s continued participation in extracurricular activities is conditioned upon his/her compliance with all applicable polices and rules of conduct when engaged in any School-sponsored activity, whether academic, extracurricular, or otherwise.

Parent(s) initials:	Yes:	No:
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Transportation to/from Extracurricular Activities: Subject to the Release and Indemnification terms below, by my/our initials below, I/we consent to Student’s use of School-sponsored transportation to and from any and all School-sponsored extracurricular activities described above. I/we have read and discussed with Student the conduct expectations set forth in the Handbook and understand that Student’s continued use of School transportation is conditioned upon his/her compliance with all applicable polices and rules of conduct.

Parent(s) initials:	Yes:	No:
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Video/Image Release: Subject to the Release and Consideration and Indemnification terms below, by my/our initials below, and for good and valuable consideration, I hereby grant to the School the irrevocable and unrestricted right to make, use and/or publish any and all photographs, videos, and other images of Student, or images in which Student may be included, now existing or hereafter made, in any case, with or without identifying Student for editorial, advertising, news, or any other purpose and in any manner and medium; to alter the same without restriction; and to copyright the same.

Parent(s) initials:	Yes:	No:
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Student: <i>If age 18 or over, initial appropriate box to the right:</i>	Yes:	No:
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Release and Indemnification:

For and in consideration of admitting Student to School, allowing Student to participate in any of the activities described above, and for other good and valuable consideration, on behalf of myself, Student, and our respective heirs, assigns, survivors, estates, beneficiaries, I hereby release and agree to fully and unconditionally protect, indemnify, and defend School, the Roman Catholic Diocese of Dallas, and their respective officers, agents, and employees, (collectively, “Indemnitees”) and hold each Indemnitee harmless from and against any and all costs, expenses, attorney’s fees, claims damages, demands, suits, judgments, losses, or liability for injuries to property, injuries to persons (including Student) and from any other costs, expenses, attorney fees, claims, suits judgments, losses, or liabilities of any and every nature whatsoever arising in any manner, directly or indirectly, out of, in connection with, in the course of, or incidental to any activity described above in this Section 10.

11. ACKNOWLEDGEMENT AND AGREEMENT

For hard copy handbooks: By my signature below, I agree that I will comply and will require the student listed below to comply with the school’s policies, procedures, and instructions, and understand that such compliance by me, the student, and persons connected to the school by reason of the student

is a condition of the student's continued enrollment in the school. I also understand and agree that the timely payment of all tuition, fees, and costs imposed by the school is also a condition of the student's continued enrollment in the school. Furthermore, by signing below, I represent, warrant, and agree that I am authorized to sign this agreement, undertake the duties, and grant the releases set forth herein on behalf of Student.

Student Name (print): _____

School Name (print): _____

Parent Name (print): _____

Parent Signature: _____

School year: _____

Date: _____

For online acknowledgement: By submitting this form to the school, I represent that I have read the foregoing Handbook and understand and agree to the contents thereof. I agree that I will comply and will require the student listed below to comply with the school's policies, procedures, and instructions, and understand that such compliance by me, the student, and persons connected to the school by reason of the student is a condition of the student's continued enrollment in the school. I also understand and agree that the timely payment of all tuition, fees, and costs imposed by the school is also a condition of the student's continued enrollment in the school.