

DRAFT 3**SCHEDULE**

1. It is stated in a letter dated 19 April 2004, that the Archbishop decided not to implement *Towards Healing* literally, particularly because of the intellectual disability of the former students. Considering the extreme vulnerability of children with disabilities and the distress to their families, we would expect that *Towards Healing* should be accessible to everyone regardless of any impediment or disability. (40.3.5)

How did the Church arrive at the conclusion that to fully implement the *Towards Healing* process would cause “a great deal of stress and further grief” given that the *Towards Healing* process is aimed at achieving healing, justice and compassion without discrimination to both the victims and their families?

2. Donal Craig, Solicitor, advised the Church in or about October-November 2002, that several families were considering civil action against the Church. A letter from the Church of 19 April 2004 states that the *Towards Healing* process cannot be implemented where civil action is being proposed by a complainant.

Where in the *Towards Healing* document does it state this?

3. Did or did not the Church implement the *Towards Healing* process with us? If so, how and when?
4. Does the Church consider *Towards Healing* has been completed? If so, when?
5. The abuse at St Ann’s was initially investigated in 1991 but according to a letter to the Public Advocate from the Attorney-General on 21 January 2002 these investigations were terminated in 1993 and then the file was closed in 1998.

Was the Church ever advised of this decision? If so when?

6. Given that the Police investigation was terminated in 1993 and the *Towards Healing* process was adopted by the Church in 1996 why then were parents not offered this newly adopted process at that time?

7. A parent made a statement to the Church authority in July 2001. In accord with Clause 36.2, we understand that the Church is required to inform the wider public (at the very least, other parents at St Ann's) of *Towards Healing* procedures.

Why did this not happen at that time?

8. When we submitted a statement to the Church on 21 February 2002, why wasn't a person designated as the "Contact Person", in accord with clause 36.1? The only name we received (Eileen Young) was identified as "Project Officer" and failed to comply in dealings with us as defined in clause 35.4.

9. Having submitted a written statement on 21 February 2002, we received a response from Allan Dooley, Director of Catholic Education.

Was he designated as the Contact Person? If not, why were we not contacted by the Contact Person as outlined specifically in Clause 36.4?

10. In the letter from David Cappel dated May 16 2002, he states that Pauline Verity was designated as Contact Person as outlined in the *Towards Healing* document. As she was the Director of Professional Standards, how does this comply with Clause 35.4?

11. We understand by correspondence received on 20 March 2003, that Anne Carolin now is Project Officer *Towards Healing*. Is she now the "Contact Person" referred to in Clause 35.4?

12. Who are the five people on the Consultative Panel referred to in Clause 35.8.1?

When did the Archbishop consult with them, as required under Clause 35.8.3, and what did they advise?

13. In correspondence from the Church on 19 April 2004, we were informed for the first time that a "Taskforce" was established to deal with issues in relation to the St Ann's matter as contemplated by Clause 33.4. (a team approach)

What was the membership of the Taskforce?

When was it formed?

What information did they have available to them to reach the conclusions they made about our son with regard to the monetary gift?

14. Numerous correspondence from Church personnel both prior to 16 May 2002 and since, has stated that *Towards Healing* would not be implemented until criminal matters were finalized in accord with Clause 37.4.

Did the Church receive any advice from the Police not to proceed with the *Towards Healing* process? If so, when and who provided this advice?

15. Clause 37.4 states “no church investigation shall be undertaken in such a manner as to interfere in any way with the proper processes of criminal or civil law whether they are in progress or contemplated for the foreseeable future”. In the letter from David Cappo dated 16 May 2002, he urged parents to obtain legal advice and also stated that the Church would not delay in proceeding with the process.

Just when did the Church make a decision about the Process?

Why were we not advised?

16. In accord with Clause 37.5, have protocols been established between the Church and Police “to ensure that Church assessments do not compromise any Police action”? If so, when were these protocols implemented and what are they?

17. Clause 40.13 states, “the process of the assessment shall be undertaken and concluded as quickly as possibly and the process shall be as transparent as possible to all concerned”.

Why has the Church failed to inform us from the beginning, of the process they embarked upon?

18. Apart from our original statement (21 February 2002) no one from the Church has sought any information from us with regard to the needs of our son. Does the Church intend to seek further information as it considers necessary to understand the needs of the victim, as stated in 41.2? If not, why not?

19. As outlined in Clause 41.3, does the Church consider it has fully addressed the needs of our son? If so, how?

20. Was the process of Facilitation undertaken as outlined in Clause 41.3? If so, who are the Facilitators as outlined in Clause 41.3.1 and defined in Clause 35.3.1? Why did this not occur as outlined in this clause?

21. Given that we have written to the Church, expressing concerns regarding the *Towards Healing* process as far back as 7 March 2002 and 24 April 2002, why has the Church failed to implement the process of Facilitation as stated in Clause 41.3.1, so that communication can

occur under the moderation of a selected, agreed-upon and impartial Facilitator?

22. Given that we have not had access to a Facilitator to express or explore our needs, how have Clauses 41.3.3; 41.3.4 and 41.3.5 been implemented?
23. Is it under Clause 41.3.6 that the “gift” was made, considering the Archbishop stated on ABC radio on 24 September 2003 that the gift was made in the context of *Towards Healing*?
24. Given that the Archbishop decided to deal with the matter in purely monetary terms (i.e. the gift) how did the Archbishop and his Taskforce consider that money would address issues such as loss of innocence, fractured bonds between parent and child, the effect of trauma on a child with a disability unable to understand what was happening, the effect of trauma within the family, betrayal of the Catholic Church as a protective institution and 10 years of silence regarding the abuse?
25. Does the Form of Acceptance of the “gift” constitute the agreement referred to in Clause 41.3.7? If not, is there further action planned under this clause to deal with areas of disagreement?
26. Has the Director of Professional Standards received any advice that would enable her to bring this matter to a conclusion as stated in Clause 41.3.8? If so, who provided that advice and what was the advice?
27. If this matter has been concluded, why have we not been officially advised in accord with Clause 40.11.3?
28. Given that we have expressed on a number of occasions dissatisfaction with the process, why have we not been advised of our rights to a Review of Process as outlined in Clause 41.5?
29. On 15 May 2002, we formally requested in writing to the Director of Professional Standards, a Review of Process in accord with Clause 43.1. We were advised in writing on 24 May 2002 that the process had not been implemented and would not until the conclusion of the criminal proceedings.

Why were we not invited to participate in this process?
30. Given the level of dispute that we have registered in the past three years with the Church in relation to the implementation of *Towards Healing*, what alternative dispute resolution process is available?

In relation to the Report from the Inquiry,

31. In August 2002, we received a copy of the Terms of Reference. In the final Report Brian Hayes states in Clause 3 of his report, "In addressing these issues, I have been provided with a draft set of Terms of Reference which was initially prepared for a more wide ranging inquiry ..."

Was there in fact another inquiry and if so who conducted this inquiry and is there a report from this inquiry?

Why did Mr Hayes work from a "draft set of Terms of Reference" rather than the original set?

32. Why are the three Terms of Reference stated in Brian Hayes' Report (Clause 2) different from the original Terms of Reference that were forwarded to us on 21 August 2002?

33. The Report by Brian Hayes makes no comment regarding the needs of the children or how they were affected by the events.

Why did not the Church require Mr Hayes to report specifically on the needs of the children as outlined in Terms 10, 11 and 12 of the original Terms of Reference?

34. Why did the Church not require Mr Hayes to make any recommendations that may have come out of the Inquiry?

35. Why did the Church limit Mr Hayes' brief so that he was unable to fully address the issues that emerged out of the inquiry? (Clause 20 and 90)