

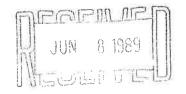
# Employment Adjustments

	TERMINATION
$\lceil x \rceil$	CHANGE

FILE COPY

EFFECTIVE DATE June 1, 1989

*
NAME OF EMPLOYEE Reverend James W. Beck
3 26
EXPLANATION Assignment change from awaiting assignmen
Archdiocesan Tribunal, Please shift all salary and
benefits to the Tribunal account.
W
$\Omega$
Clargy Bonsons & Kiel Della
DEPARTMENT SIGNATURE OF AUTHORIZATION







## Employment Adjustments

	TERMINATION
ARCHDIOCESE OF MILWAUKEE OFFICE OF FINANCE	CHANGE
	for BLUE CROSS/BLUE SHIELD
	EFFECTIVE DATE June 1, 1989
NAME OF EMPLOYE	E (Rev.) James W. BECK
EXPLANATION	Please discontinue billing St.
Michael's Pries	st Fund for BC/BS medical & dental
coverage for F	r. James Beck, effective June 1.
	Fr. Beck has been appointed a
staff member (	of the Metropolitan Tribunal

THE CHANCERY

Office of the Archdiocese.

DEPARTMENT

RCG/mk 6/7/89 SIGNATURE OF AUTHORIZATION (Rev.) Ralph C. Gross

Chancellor

cc: Mert Zwick Clergy Personnel Office May 23, 1969

Reverend James W. Beck

West Bend, Wisconsin 53095

Dear Father Beck:

Following the recommendation of the Personnel Board regarding your assignment, I herewith appoint you Associate Pastor at St. Gregory the Great Parish, Milwaukee, effective June 17, 1969. You will kindly report on that date to the Pastor, Father Warren J. Schmitt.

With the warmest of personal regards and wishing you God's choicest blessings, I am

Fraternally Yours in Christ,

Most Reverend William E. Cousins Archbishop of Milwaukee

Reverend James W. Beck

West Bend, Wisconsin, 53095

Dear Father Beck:

The Personnel Board has just informed me of a serious error involved in your assignment as Associate Pastor. The Board is most apologetic, and I join them in asking for your understanding in this matter of error. Your letter of assignment should have read:

Following the recommendation of the Personnel Board regarding your assignment, I herewith appoint you Associate Pastor at Holy Name Parish, Sheboygan, effective June 17, 1969. You will kindly report on that date to the Pastor, Father Laurence Waleske.

With the warmest of personal regards and wishing you God's choicest blessings, I am

Fraternally Yours in Christ,

Most Reverend William E. Cousins Archbishop of Milwaukee

The Reverend James W. Beck Sneboygan, Wisconsin 53081

Dear Father Beck:

I hereby appoint you to act as District Director for the Catholic Youth Organisation (District 7). This appointment is to take effective immediately.

You may contact Father John Endejan at the Catholic Youth Office for further information as to what your duties will be.

It affords me great pleasure to make this appointment, and I assure you that my prayers are joined to yours as we ask God to bless your labors in this new field.

With warm personal regards, I am

Sincerely yours in Christ,

Most Reverend William E. Cousins Archbishop of Milwaukee



May 27, 1977

The Reverend James W. Beck V. Holy Name Parish

Sheboygan, Wisconsin 53081

Dear Father Beck:

Following the recommendation of the Personnel Board regarding your assignment, I herewith transfer you from your present position as Associate Pastor at Holy Name Parish, Sheboygan, and appoint you Associate Pastor at St. Robert Parish, Milwaukee, effective June 14, 1977. You will kindly report on that date to the Pastor, Monsignor Harold O. Prudell.

With the warmest of personal regards and wishing you God's choicest blessings, I am

Fraternally yours in Christ,

Most Reverend William E. Cousins Archbishop of Milwaukee

July 19, 1977

The Reverend James W. Beck Milwaukee, Wisconsin 53211

Dear Jim,

Just a short note to let you know of my appreciation for the work so well done by you as District Director of Sheboygan County for our CYO. It means much to a bishop when a task assigned a fellow priest is carried out so effectively.

With warm personal regards and again expressing thanks, I am

Fraternally yours in Christ,

CC: Father Endejan
Personnel Board

May 24, 1978

The Reverend James W. Beck St. Robert Parish

Milwaukee, Wisconsin 53211

Dear Father Beck:

Following the recommendation of the Personnel Board regarding your assignment, I herewith transfer you from your present position as Associate Pastor at St. Robert Parish, Milwaukee, and appoint you Associate Pastor at St. James Parish, Mequon, effective June 13, 1978. You will kindly report on that date to the Pastor, Father Edmund H. Haen.

With the warmest of personal regards and wishing you God's choicest blessings, I am

Fraternally yours in Christ,

Most Reverend Rembert G. Weakland, O.S.B. Archbishop of Milwaukee

411 East Wisconsin Avenue Milwaukee, Wisconsin 53202-4497 414/277-5000 FAX 414/277-5591 Attorneys at Law in Milwaukee and Madison, Wisconsin West Palm Beach and Naples, Fiorida Phoenix, Arizona



Quarles & Brady

#### VIA FAX & FEDERAL EXPRESS

February 8, 1991

Jeffrey R. Anderson, Esq.
Reinhardt and Anderson
E-1400 First National Bank Bldg.
332 Minnesota Street
St. Paul, Minnesota 55101

Re:

Case No.

Dear Mr. Anderson:

Enclosed are checks totalling \$300,000 from the following entities in the following amounts:

Archdiocese of Milwaukee \$43,305.40

Lord, Bissell & Brook \$112,000.00

Atlantic Mutual Companies \$28,000.00

Interstate Insurance Group \$116,694.60

This \$300,000 is in full settlement of all claims of the plaintiff, as we have agreed.

Jeffrey R. Anderson Page 2 February 8, 1991

I also enclose a Joint Motion and Order for Dismissal with prejudice, and without costs. Please sign it and return it to me, at which time you may disburse the checks to your client. The underlying Settlement Agreement is still being circulated for signatures, and I will send you a fully signed copy as soon as I receive it.

Yours truly,

QUARLES & BRADY

Matthew J. Flynn

MJF:jlm

Enclosures

cc:

Richard F. Johnson, Esq. Gerald Boyle, Esq.

bcc: Most Rev. Richard J. Sklba Joseph Dean, Jr., Esq. Mr. Wayne Schneider

#### EXHIBIT A

February 18, 1995

Most Rev. Rembert G. Weakland, O.S.B. Archdiocese of Milwaukee P.O. Box 07912 Milwaukee, Wisconsin 53207-0912

Dear Archbishop Weakland:

I am writing to inform you that I have determined to voluntarily leave the priesthood of the Roman Catholic Church. Effective the date of this letter, I hereby resign from that office, and agree never to function in any capacity as a Roman Catholic Priest, nor to seek reinstatement to the priesthood of the Roman Catholic Church at any time. I am voluntarily giving up any claim or entitlement that I may have to any benefit other than as specifically set out in the settlement agreement and mutual release that we have signed this same day.

I agree not to perform any of the functions of the Roman Catholic priesthood, including without limitation, administering the sacraments and the celebration of mass, and in no respect will I hold myself out to be a priest of the Roman Catholic Church in the future.

Yours truly,

## SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereafter "Agreement") is made by and between James Beck and the Roman Catholic Archdiocese of Milwaukee (hereafter "Archdiocese"), and all of its affiliated entities.

WHEREAS, James Beck has determined to voluntarily leave the priesthood of the Roman Catholic Church under certain conditions, as more specifically set out below; and

WHEREAS, the Archdiocese of Milwaukee is willing to accept James Beck's resignation from the priesthood of the Roman Catholic Church, and in reliance on that resignation is willing to agree to the terms set out below; and

WHEREAS, James Beck and the Archdiocese wish to settle and compromise all claims that either of them may have against the other, and wish to accomplish the complete and total separation of James Beck from the priesthood of the Roman Catholic Church;

NOW, THEREFORE, in consideration of the mutual promises herein provided and other valuable consideration, receipt of which is hereby acknowledged, the parties to this agreement hereby agree as follows:

- 1. The Archdiocese agrees to pay to James Beck the sum of \$25,000, receipt of which is hereby acknowledged. All parties will bear their own costs and attorneys fees associated with this settlement.
- 2. James Beck presently is entitled to a severance reimbursement from the Archdiocese of Milwaukee priest's

QB2\132147

pension fund. This reimbursement will be paid to James Beck pursuant to a letter from James Beck directing how these funds are to be paid, so long as consistent with the rules of the plan.

- 3. James Beck agrees to sign a letter of resignation in the form attached as Exhibit A to this Settlement Agreement.
- 4. The Archdiocese agrees to pay for six months of medical insurance for James Beck commencing on the date that he signs this Settlement Agreement and letter of resignation. Following that six-month period, James Beck shall inform the Archdiocese if he elects, pursuant to law, to continue that coverage at his own expense for 18 more months. The Archdiocese shall have no obligation to pay any amounts towards medical insurance following the six month period referred to above.
- 5. In return for the payments set out above, and for the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, James Beck agrees to release and forever discharge the Roman Catholic Archdiocese of Milwaukee, and all of the Archdiocese's employees, agents, officers, directors and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes and schools, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee from, and covenants not to sue them for, all

-2-

claims, causes of action, charges, and demands, whether in tort, contract, or otherwise, of any nature that he may have had at any time up to and including the date of signing of this Settlement Agreement, including without limitation any claim of any nature arising from any entitlements he could assert from having been a priest in the Roman Catholic By signing this Settlement Agreement and attached letter, James Beck hereby resigns from the priesthood of the Roman Catholic Church, and agrees never to function in any capacity as a priest, nor to seek reinstatement to the priesthood of the Roman Catholic Church at any time. further agrees to give up any claim or entitlement that he may have to any benefit, compensation, support, or other attribute of the Roman Catholic priesthood, other than as specifically set out in the Settlement Agreement and Mutual Release. He further agrees not to perform any of the functions of the priesthood, including without limitation, administering the sacraments and the celebration of mass, and in no respect will hold himself out to be a priest of the Roman Catholic Church in the future.

- 6. The Archdiocese, and all of its affiliated entities, hereby release and forever discharge James Beck from all claims, demands, and causes of action of any nature that they may have had up to and including the date of the signing of this Settlement Agreement.
- 7. The parties agree that this Agreement is not an admission of liability on the part of any party.

QB2\132147.

- 8. The parties agree not to disclose to any third party, including, without limitation, any newspaper, any electronic media, any reporters, or to release for publicity any of the provisions of this Settlement Agreement.
- 9. In witness of this Agreement, we have signed below on the dates indicated.

JAMES BECK

Date:

In presence of:

ROMAN CATHOLIC ARCHDIOCESE

OF MILWAUKEE

By: Julied Sum lund

Date: 2/18/95

In presence of:

3501 SOUTH LAKE DRIVE ● P.O. Box 07912 ● MILWAUKEE, WISCONSIN 53207-0912 ● PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

September 30, 1994

Reverend Daniel Ward, OSB St. Gregory Abbey

Shawnee, Oklahoma 74801

Dear Dan,

I have received your letter sent by FAX regarding Father James Beck. Let me reiterate that I do not envision any possibility of providing Father Beck with a formal position or assignment in the Archdiocese.

I have taken the issue of providing Father Beck with a disability pension to the Pension Plan Board whose responsibility it is to interpret the Plan and decide questions of eligibility. I have also sought a legal opinion regarding the bylaws of the Plan. Both consultations have resulted in the conclusion that this request for pension does not fall within the categories of the Plan. Therefore, I am not able to respond affirmatively to this request from Father Beck. Were we to pursue an administrative process for declaring him impeded from the exercise of orders, we would fulfill our canonical obligation of providing support in the terms I mentioned in my letter of September 2, 1994 but we would be unable to provide a pension.

Again I thank you, Dan, for the canonical service you are able to provide to Father Beck. Please notify me as soon as possible regarding Father Beck's plans to accept a decree declaring him impeded.

Sincerely in Christ,

+ Rew G. Wedle Joh

Most Reverend Rembert G. Weakland, O.S.B. Archbishop of Milwaukee



## REMBERTUS GEORGIUS

Miseratione Divina et Apostolicae Sedis Gratia

Archiepiscopus Milvauchiensis

#### DECREE

Having received the written statement of Father James Beck declaring his intention to withdraw permanently from all exercise of priestly minister, I herewith decree that all of his faculties are withdrawn. Henceforth, as stated in the document he has signed, James Beck will no longer function in any capacity as a priest nor will he perform any sacramental functions requiring or flowing from priestly ordination nor will he hold himself forth publicly as a priest.

Given this 20th day of February, 1995

Most Reverend Rembert G. Weakland, O.S.B.

Archbishop of Milwaukee

Seal

#### **COUNTY OF MILWAUKEE**

District Attorney's Office Inter-Office Communication

Date:

July 3, 2002

	Date:	July 3, 2002	RECEIVED
	To:	E. Michael McCann	
	From:	Paul Tiffin	JUL 0 3 2002
	Subject:	Fathers James Beck and Edward Haen	Office Of District Attorney Milwaukee, Wisconsin 53233
	you were no	two people came to see you regarding the above two people. Laurie brought them to my office where I in ple that came to see you are and her brother,	
		was a priest at St. James Catholic Church in Mequon en was a priest at that same church in the mid- to late	
i		states that when he was ir grade, 1979, Father Jan	nes Beck took him
	on a camping this camping direct continued an	g trip near Ladysmith, Wisconsin. He states that Beck trip. He states that the molestation involved a game i to draw patterns on Beck's chest and Beck would then ad eventually led to to fondling Beck's penis a	molested him on non mich Beck would a do the same. This and Beck fondling
		states that the same type of behavior happened the folk a trip with Beck to Beck's parents' house. This was a Visconsin.	
	was an atten hurt me."	states that Beck also displayed violent outbursts and property of the scare him. Using the words of the scare him.	believes this e known he could
		was in high school, and after Beck was transferr to at the time was St. James Catholic Church Pastor. I at Beck did to him. Ed Haen was very unsupportive of	disclosed to
J		disclosed to his family what Beck did to him. The fan attorney from The Archdiocese was sunt settlement in 1991.	
		and told me that Archbishop Weakland	and Bishop Skilba

· /

E. Michael McCann

Page 2

07/03/02

told their mother that Beck would be removed from contact with families and would receive some counseling. They state that Beck did celebrate a Mass in 1991 at St. James.

written by Jim Stingl in which he disclosed Ed Haen's history of molestation of children. They told me that Ed Haen died in 1997.

The reason they came to our office is that the last they knew of Beck, he was a priest at St. Catherine of Alexandria, a parish in Brown Deer, Wisconsin. They do not know where Beck is currently located and they feel he could have slipped through. They know that criminal action is precluded by the Statute of Limitations but they want Beck "on our radar." They told me they have not gone to the Archdiocese because they do not feel they would get an honest answer.

After meeting with them and obtaining the above information, I told them that I personally have no information about James Beck but I could not speak for you. I told them I would memorialize what they told me and would give this memo to you. I believe they would like a phone call from you simply letting them know if you have heard of Beck.

If you have any questions, please call me.



COPY

July 9, 2002

Mr. E. Michael McCann District Attorney 821 West State Street Milwaukee, WI 53233

Dear Mr. McCann,

On July 5, 2002, I sent you the intake report and background summary regarding the allegations against Since that time, we have received a written communiqué from Mr. Which he wants transmitted to the proper civil authorities. I do so now for your further consideration of this matter.

Also enclosed is an initial intake report regarding a Pallotine Father. Although the name is not complete, we may conclude, after contact with Father Carney, the provincial, that it involves Father Although this reported incident did not occur in your jurisdiction, I thought you might want this collateral information because of your earlier inquiries here. When the name is confirmed, I will copy you in my correspondence with the Dane County District Attorney.

I am also enclosing a summary report regarding James Beck and the actions taken when the allegations were first brought forth. As I mentioned to you by phone, since 1995 he has permanently left ministry and is no longer functioning as a priest nor may he present himself as such either by title or garb.

You may also be interested in knowing that retired Judge John Fiorenza began his work today serving as an outside adjudicator as recommended by the Eisenberg Commission. He will review cases returned because they are not prosecutable to make findings of fact.

Thank you again for your assistance in these matters. If you need anything further, do not hesitate to contact me.

Sincerely yours,

Barbara Anne Cusack Chancellor 3501 SOUTH LAKE DRIVE ● P.O. Box 07912 ● MILWAUKEE, WISCONSIN 53207-0912 ● PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

March 30, 1994

Reverend Daniel Ward, OSB St. Gregory Abbey

Shawnee, Oklahoma 74801

Dear Dan,

Thanks so much for taking the time to come to Milwaukee to discuss Father Jim Beck's case with me. Having considered what you, as Advocate for Father Beck, set before me I have come to some conclusions in the matter.

I see no possibility of accepting the first option presented. Father Beck will not be able to be assigned to a ministry position within the Archdiocese of Milwaukee due to the nature of past events.

I am willing to have you move ahead with the process for dispensation from the obligation of priesthood for Father Beck. In order to work out the details of the negotiations for Father's transition I would request that you contact Matt Flynn, our diocesan attorney, whom I have authorized to act on my behalf in this regard. Matt will be expecting to hear from you in the near future to arrange for a time that is mutually agreeable for working out these details.

May the peace of our Risen Lord reside in your heart.

Sincerely in Christ,

Most Reverend Rembert G. Weakland, OSB

+ Recer 6. Welle lor

Archbishop of Milwaukee

#### ARCHDIOCESE OF MILWAUKEE

3501 SOUTH LAKE DRIVE . P.O. BOX 2018 . MILWAUKEE, WISCONSIN 53201 . PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

June 1, 1984

The Reverend James W. Beck St. James Parish

Mequon, Wisconsin 53092

Dear Father Beck,

It is with great pleasure that I ask you to become the Pastor of St. Catherine (Granville) Parish in Milwaukee. Following the recommendation of the Personnel Board and Father Joseph Janicki, the Vicar for Priest Personnel, I am happy to entrust the faithful of that parish to your pastoral care, beginning on June 19, 1984. This appointment is being made for a period of time up to six years, after which time it will again be reviewed for possible renewal.

As representative of the Archbishop in that parish, you are called upon to serve the needs of God's people so that they can take their rightful place as baptized Catholics in their own Faith-community and in society. Your mission, like my own, is one of teaching and sanctifying, and also of administrating the parish, together with the Parish Council and those organizations designated to collaborate with you.

It is a privilege to share my ministry with you. May God's blessings fill your life.

Sincerely yours in the Lord,

Most Reverend Rembert G. Weakland, O.S.B. Archbishop of Milwaukee

### ARCHDIOCESE OF MILWAUKEE

3501 S. Lake Drive • P.O. Box 07912 • Milwaukee, WI 53207-0912 • (414) 769-3300

Office of Auxiliary Bishop

August 16, 1990

The Reverend James W. Beck

Milwaukee, WI 53215

FILE COPY

Dear Jim:

In view of circumstances which have recently arisen in the form of the expressed intention in initiating legal action, it has seemed wise to recommend an administrative leave according to the terms of Canon 1722 as we sort out the various issues which may be present in this situation. As we discussed earlier this month, this formal action was effective July 20, 1990.

We promise our prayers and support as we work to bring justice and reconciliation to all concerned.

Sincerely,

Most Reverend Richard J. Sklba Auxiliary Bishop of Milwaukee

RJS/srs



On Saturday, August 27, 1988 I had an extended conversation with Jim as a result of the expression of several parishioners who concluded that he was under enormous pressure and was unable to cope with his administrative responsibilities this summer. I strongly recommended in order to deal with these multiple pressures and sent him a brochure. He was positively inclined to consider the recommendation. I also encouraged Jim to seek Dale Olen as a facilitator in his forthcoming discussions with John Wagner or issues of mutual disagreement, since John could be aggressive and Jim stubborn in any such conversation. RJS

885. Beck, James

On Friday, September 9, 1988 after conversation with Bishop Leo, I spoke with Jim and authorized his changing the location for the initial reflection period from St. Barnabas Center during the week of September 11 to the Jesuit Retreat House in Oshkosh, with the understanding and at the who recommended an of suggestion of Dr. evaluation program beginning in early October as more valuable for all concerned.

RJS

861. Beck, James

On Monday, September 5, 1988 I visited Jim at St. Catherine's Rectory in order to discuss the allegation made. Although he denied involvement, he was willing to enter an assessment program at Oconomowoc. We called the Center and began making arrangements for admittance. I subsequently called that same day in order to let them know that I was pursuing the matter. I also checked back with Jim to answer questions regarding programming and insurance on Wednesday, September 7, 1988.

RJS

911. Beck, James

On Friday, September 16, 1988 I called Jim and in view of an earlier telephone conversation with requested that Jim not go to Denver. He reported that he had been at Cardoner Center since last week since Bob Purcell was recuperating from surgery and not available at the Oshkosh Retreat Center. Jim agreed reluctantly and will discuss his future with me next week. Jim gave me permission to speak with his counselor, Dr.

RJS

927. Beck, James

On Monday, September 19, 1988 I had a very lengthy meeting with Jim who continues to deny the allegation of the phone call. In reviewing his whole matter, he has concluded that his position is untenable and that he must move, preferably not until after Christmas in order to avoid acting as if he were guilty. He believes that other difficulties this year are such that he cannot pursue the matter and have his name and reputation cleansed in this regard. His lawyer, Bill McCarty, believes that a visit to an evaluation center would be viewed as admission of guilt in this instance and that any records are subpoenable and has counseled cautioned in any action along this line. RJS



DEPARTMENT FOR CLERGY

March 7, 1997

James W. Beck Greenfield, WI

Dear Jim,

No doubt you are already aware of this, however, for the record, I want to inform you. It has come to my attention that the 18 months during which your health insurance was permitted in our group plan at your cost has expired effective 2/28/97. At this time you are no longer able to be covered in our group health plan.

Peace,

S. Kathleen Schweihs Administrative Assistant Vicar for Clergy Office

3501 South Lake Drive, P.O. Box 07912 Milwaukee, WI 53207-0912 • (414)769-3484

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December 13, 1988

The Most Reverend Rembert G. Weakland, OSB Archdiocese of Milwaukee 5301 S. Lake Drive Milwaukee, WI 53201

Dear Archbishop Weakland,

This is a difficult letter to write and so I will be as direct and brief as possible.

Bytheanssofathis letter I hereby resign as pastor of St. Catherine Parish and ask that you please acceptathis resignation as effective December 31, 1988.

I have spoken at length with Bishop Sklba and deeply appreciate the support and counsel he has afforded. With the exception of extremely high blood pressure and some disturbing blood tests which came to light after he left for Rome, Bishop Sklba is aware of the details of the situation here and of the reasons for my decision to resign.

For the immediate future, I have some personal health issues which I must attend to. I plan to work out the details of my pland for the next few months with the assistance of Bishop Sklba. But I expect that I will not be ready to resume regular, full time ministry for several weeks.

Ifrealize the following time line is rushed, bhowever I would like to inform the parish staff of my decision on Friday, December 16 and inform the general parish at the masses this weekend, December 17-18.

If you have any reservations or would like to speak to me personally before I make my decision public, please contact me before mid-Friday morning at (machine).

Four years ago you added a note to your Christmas card which said "Thank you for taking this difficult assignment." I have always appreciated the trust you placed in my by approving this assignment. I have tried to the best of my ability to conduct myself in a way that was worthy of that trust.

Respectfully

Aurul Beah Rev. Jsames W. Beck

### ARCHDIOCESE OF MILWAUKEE

3501 SOUTH LAKE DRIVE . P.O. BOX 2018 . MILWAUKEE, WISCONSIN 53201 . PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

January 4, 1989

The Reverend James W. Beck c/o St. Catherine Parish

Milwaukee, Wisconsin 53223-2697

Dear Jim,

I thought it would be wise to have an official response to your correspondence of December 13, 1988, and with this letter I formally accept your resignation from St. Catherine's. I know that you are working with Bishop Sklba concerning your health during these interim months before reassignment.

Thanks, Jim, for all you did at the parish.

Sincerely yours in the Lord,

Most Reverend Rembert G. Weakland, O.S.B. Archbishop of Milwaukee

Copies to: Co-Vicars

Priests' Personnel Board

Chancery

### ARCHDIOCESE OF MILWAUKEE

3501 SOUTH LAKE DRIVE ● P.O. Box 07912 ● MILWAUKEE, WISCONSIN 53207-0912 ● PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

June 2, 1989

The Reverend James W. Beck Metropolitan Tribunal Office Milwaukee Archdiocese

Milwaukee, Wisconsin 53207

Dear Father Beck,

It is with a sense of joy in our shared faith that I ask you to become a Staff Member of the Metropolitan Tribunal in Milwaukee. Following the recommendation of the Personnel Board, I am happy to entrust this office to your care beginning on June 1, 1989. This appointment is being made for a period of up to one year.

As representative of the Archbishop in this office, you are called upon to serve the needs of God's people so that they can take their rightful place as baptized Catholics in their own Faith-community and in society. Your mission, like my own, is one of teaching and sanctifying. To accomplish this mission, I ask you to work closely and in collaboration with the administration at the Metropolitan Tribunal Office.

It is a privilege to share my ministry with you. May God's blessings fill your life.

Sincerely yours in the Lord,

Most Reverend Rembert G. Weakland, O.S.B. Archbishop of Milwaukee

STATE OF WISCONSIN CIRCUIT COURT

Plaintiff,

VB.

ARCHDIOCESE OF MILWAUKEE, FATHER JAMES BECK and DEFENDANT ALIAS INSURANCE COMPANY #1,

Case No.

Defendants.

### SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (hereafter "Agreement") is made by and between , referred to as in the caption of the complaint; and the Roman Catholic Archdiocese of Milwaukee (hereafter "Archdiocese"), Father James Beck, certain Underwriters at Lloyds, London and other London Companies signatories to policy numbers SL974 and SLC5963 ("Lloyds"), and Interstate National Corp. (hereafter "Interstate").

whereas, filed a complaint in the above captioned action alleging certain claims for damages against the Archdiocese, Father James Beck, and certain insurance companies which complaint is incorporated by reference; and

WHEREAS, and all parties to this Settlement Agreement acknowledge that depicted himself as in the complaint to

protect his identity in light of the allegations made, but made his identity known to the defendants by a separate cover letter; and

WHEREAS, the defendants deny the liability alleged; and

WHEREAS, the parties to this agreement wish to settle and compromise all claims of against James Beck; the Roman Catholic Archdiocese of Milwaukee, all of the Archdiocese's employees, agents, officers, directors and assigns, including, without limitation, all members of the Roman Catholic clergy, all Roman Catholic schools, all parishes, including without limitation St. James Parish in Mequon, Wisconsin, and any person or entity affiliated with the Catholic church in the territory of Roman of Milwaukee, Archdiocese including, without limitation, all insurers of the Roman Catholic Archdiocese of Milwaukee and its affiliated entities. including Lloyds and Interstate arising from the assaults and other conduct of James Beck alleged in the complaint, without the necessity of further expense and proceedings in this litigation, and wish to generally release one another from all liability for any claims that may exist to the date of the signing of the Settlement Agreement, including, but not limited to, any claim by against James Beck for assault of any nature, and against the Archdiocese, and against

any other persons or entities named herein who may allegedly be responsible for the actions of James Beck;

NOW, THEREFORE, in consideration of the mutual promises herein provided and other valuable consideration, receipt of which is hereby acknowledged, the parties to this agreement hereby agree as follows:

- 1. James Beck, the Archdiocese, Lloyds, and Interstate together agree to pay to the total sum of \$300,000, receipt of which is hereby acknowledged. All parties will bear their own costs and attorneys' fees associated with this settlement and litigation.
- 2. In return for the payment in paragraph I above, and for the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, agrees to release and forever discharge James Beck, the Roman Catholic Archdiocese of Milwaukee, Lloyds, Interstate, and all the Archdiocese's employees, agents, officers, directors and assigns, including, without limitation, all members of the Roman Catholic Clergy, all Roman Catholic schools, all parishes, including without limitation St. James Parish of Mequon, Wisconsin, and any person or entity affiliated with the Roman Catholic territory of the Archdiocese of Church in the Milwaukee, including all insurers, from and covenants not to sue them for, all claims, causes of action,

charges, and demands, whether in tort, contract, or otherwise including but not limited to conspiracy and punitive damages, that he may have had at any time up to and including the date of the signing of the Settlement Agreement or arising from any assault, injury, whether physical or mental, or any other activity of James Beck or any other defendant in this case.

- 3. James Beck and the Archdiocese hereby release and forever discharge from all claims, demands, and causes of action of any nature that were in existence up to and including the date of the signing of this Release and Settlement Agreement.
- 4. The plaintiff and defendants mutually agree that neither they nor their attorneys nor representatives shall reveal to anyone, other than as may be mutually agreed to in writing, any of the terms of this Settlement Agreement and Release or any of the amounts, numbers or terms and conditions of any sums payable to plaintiff hereunder. Plaintiff hereby understands and agrees that the implementation of this confidentiality section of the Settlement Agreement and Release is of paramount importance to the defendants and that observance of this confidentiality section is of the essence to the Settlement Agreement achieved between the parties. Further, plaintiff agrees to abide by the terms of this confidentiality section as

consideration for and as an integral part of this Settlement Agreement, it being understood and agreed by the parties hereto that any and all details of the Settlement Agreement are to be treated as if sealed and held as strictly confidential; and all parties agree that said terms are to remain forever sealed and confidential unless and until modified by court order for good cause shown. The parties further agree that under no circumstances will the existence or the amount of the settlement be revealed to anyone for any reason whatsoever, nor shall any details of the settlement be revealed, including the terms and conditions of this confidentiality section. The only exception that the parties recognize to this confidentiality section would be if the plaintiff was required to make disclosure to the Internal Revenue Service, compelled to testify by a court order, or if the plaintiff needs to supply certain information to a financial institution in order to obtain a loan or credit. Under these circumstances, the plaintiff shall advise such institutions of the confidentiality section, plaintiff shall defendants or their counsel prior notice before making any such disclosure. Plaintiff also agrees that should he or his attorneys breach any of the terms of this confidentiality section, that they shall pay liquidated damages to defendants the sum of \$25,000. The parties agree that this amount is necessary and

reasonable to protect defendants' rights under this If breach Settlement Agreement. the confidentiality section is caused by plaintiff or plaintiff's attorneys, then upon court order for good cause shown, the defendants may seek an appropriate court order directing the payment by plaintiff and his attorneys of the \$25,000. In addition to payment of liquidated damages in the sum of \$25,000 the court may also award as additional liquidated damages, defendants' costs and disbursements including attorneys' fees incurred in enforcing this confidentiality section.

5. Excluded.

6. Lloyds, and Interstate hereby agree that the above-captioned action may be dismissed with prejudice, on the merits, and without costs to any party. They further agree that their attorneys will sign a joint motion to dismiss in the form attached as Exhibit A to this Settlement Agreement, and further agree to direct their attorneys to execute any documents necessary to

secure the dismissal of this case with prejudice and without costs.

- 7. The parties agree that this Settlement Agreement shall not be an admission of liability on the part of any party.
- B. DECLARES THAT HE HAS READ THE FOREGOING AGREEMENT; DISCUSSED IT WITH HIS LAWYERS; AND FULLY UNDERSTANDS ITS TERMS. FURTHER DECLARES THAT HE HAS OBTAINED PROFESSIONAL COUNSELING FOR THE INJURIES AND ASSAULTS ALLEGED AND UNDERSTANDS THEIR IMPACT ON HIM AND UNDERSTANDS THAT SCONDITION MAY SUBSTANTIALLY WORSEN IN THE FUTURE; DECLARES THAT HE IS ENTERING INTO THIS SETTLEMENT AGREEMENT AND RELEASE WITH THE ADVICE OF THE LAWYER RETAINED BY HIM; AND DECLARES THAT HE VOLUNTARILY ACCEPTS THE TERMS AND SUM OF MONEY UNDER THIS AGREEMENT FOR THE PURPOSE OF MAKING A FULL AND FINAL COMPROMISE, ADJUSTMENT AND SETTLEMENT OF ALL CLAIMS DESCRIBED ABOVE.
- 9. In witness of this agreement, we have hereunto set our hands on the dates respectively indicated.



JEFFRE	R. ANDERSON
e	the Rall
Date:	VF29/91
In the	Presence of:
JAMES E	BECK
Date:_	2-1-91
	Presence of:
CERALD	P. BOYLE
	and Pan
	Jare II d

ARCHDIOCESE OF MILWAUKEE
By:
Date:
In the Presence of:
MATTHEW J. FLYNN
Wither types
Date: 199/ In the Presence of:
In the Presence of:
- 10 1 3 wat 1 1 2
CERTAIN UNDERWRITERS AT LLOYDS, LONDON AND OTHER LONDON COMPANIES SIGNA- TORIES TO POLICY NUMBERS SL974 AND SLC5963
By: Non F. Johnson
Date: 2/4/9/
In the Presence of:
Carolyn Descinos
INTERSTATE NATIONAL CORP.
By: Mary Behnke
Date: 2/9/9/
In the Presence of:
Low Robits 2.7.71

## ARCHDIOCESE OF MILWAUKEE Clergy Personnel Action Notice

Employee # <u>1954</u>		Effe	ctive Da	te April 1,	1991
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Rev. James W. Beck

Greenfield, WI 53220 541-7052

January 24, 1994

The Most Reverend Rembert G. Weakland, O.S.B. 3501 S. Lake Drive P.O. Box 07912 Milwaukee, WI 53207-0912

Dear Archbishop Weakland,

I received your letter dated December 2, 1993 in which you requested information regarding the type of canonical proceedure I prefer.

After reviewing the issues and the options proposed I wish to indicate that at this time my preference is for a formal canonical trial.

Please be advised that I have chosen Reverend Daniel Ward, O.S.B. as my procurator/advocate and that a letter of appointment will be forthcoming.

Since I have no other income than that provided by the archdiocese I will need the archdiocese to cover the cost of my canonical representation.

Singerely

Nev. James W. Beck

cc: Rev. Daniel Ward, O.S.B.

3501 SOUTH LAKE DRIVE ● P.O. Box 07912 ● MILWAUKEE, WISCONSIN 53207-0912 ● PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

December 2, 1992

The Reverend James W. Beck Metropolitan Tribunal/Advocate

CONFIDENTIAL

Dear Jim,

Thanks for your letter of November 23rd after our discussion. I am sorry if I caught you off guard, but I do think it's important that at this point we be as honest with each other as possible so that you have the opportunity of planning a positive future for your life.

I just cannot see any possibility at this moment, Jim, of your returning to any kind of pastoral ministry, even weekend help-out. We are simply going to be into that kind of stricture in order to maintain our own credibility to the people we serve and to society.

It is for that reason that I suggested that you give some serious thought to beginning a whole new life and work. We certainly would want to be of assistance to you in helping to determine what that could be and what kind of training you would need. To delay it, Jim, I think would be difficult because you certainly aren't getting younger. I would be less than honest if I didn't say this as clearly as I can to you so that there would be no false expectations or assumptions down the road.

I do hope we can be in touch after the Christmas holidays. I realize you do have family obligations, as well; but sometimes facing up to those can also be cathartic.

Thanks so much for writing. Have a good Advent.

Sincerely yours in the Lord,

I Relum to Wall for

Most Reverend Rembert G. Weakland, O.S.B.

Archbishop of Milwaukee



## Archdiocese of Milwankee

3501 SOUTH LAKE DRIVE P.O. BOX 07912 MILWAUKEE, WISCONSIN 53207-0912 (414) 769-3300



METROPOLITAN TRIBUNAL

NO.

KINDLY REFER TO THIS NUMBER IN YOUR REPLY

November 23, 1992

IN CAUSA

Archbishop Rembert G. Weakland 3501 S. Lake Drive Milwaukee, WI 53207

Dear Archbishop Weakland,

I am still in shock and deep anguish after the events of last Friday. I was caught completely off guard when Joe Perry informed me that in your mind it was "time for me to move on" and then, a few hours later, when you yourself told me that "laicization would be in my best interests".

Yes, I am a "P" and it does take time for me to make important decisions, but I do make them and I am getting better at making them wisely.  $1\frac{1}{2}$  years ago I returned to Tribunal work after the pain and turmoil of the lawsuit and administrative leave. I only recently concluded that this work, with it's peculiar mix of tasks, was something that suited me and that I could see as an exercise of priesthood and Christian identity. I was giving consideration to seeking more formal training in the field when recent events intervened.

The decision you place before me now is one that calls me to reevaluate the entire direction of my life and entails so many considerations affecting myself and my family that I am thankful that you have not asked for a hasty decision.

I believe I mentioned to you that I have felt the need for a "special" retreat to begin a process involving a guide skilled in both spirituality and psychology. I had intended to schedule this during the "winter doldrums" but am moving it up because I believe it will be invaluable, helping me to stay on track and to make sound decisions.

In addition to the above I have a very special concern for my parents who will celebrate their 50<sup>th</sup> Wedding Anniversary on December 26. These Christmas holidays and their anniversary celebration will be very special to them and I am hoping to keep my issues from spoiling their time. Because of this and because the grape-vine tends to operate with ruthless efficiency I would ask that we please hold off on any but the most tentative and confidential dealings until after the holidays.

I have to take my mother to the hospital tomorrow for some more tests so I will not be available, but I will be in the office on Wednesday if there is anything you need to bring to my attention.

Respectfully

Rev. James W. Beck Metropolitan Tribunal

Advocate



### Archdiocese of Milwankee

3501 SOUTH LAKE DRIVE
P.O. BOX 07912
MILWAUKEE, WISCONSIN 53207-0912
(414) 769-3300

METROPOLITAN TRIBUNAL

IN CAUSA

January 15, 1993

Archbishop Rembert Weakland, O.S.B. Cousins Catholic Center

Dear Archbishop Rembert,

I have had two occasions to talk with Jim Beck about his situation and eventual transition since the Christmas holidays. I have tried to impress upon him that in light of recent events with other cases the Church is reexamining the handling of cases of sexual misconduct. I underscored for him that earlier considerations in the department of possible schooling for him are no longer an option, as you have indicated to him, and that remaining in the tribunal in a strictly desk job without seeing or interviewing clients means, in effect, he would satellite the operation and would not be privy to the real dynamic of tribunal work. I told him I couldn't sketch a job description with enough variety for him.

Jim remains on the defensive. He mutters under his breath that he himself is a victim of sexual abuse and, therefore, feels he should be given consideration. I have come to know only some of the details of Jim's situation myself. He presses what he calls "equitable treatment" in this regard and wondered, in one conversation, whether he should go public with the names of those who abused him in the past. I told him that I didn't believe the Archbishop would, necessarily, feel pressured by such prospects. He may have toned down after the first conversation. He has not brought that up again.

Archbishop, I mentioned in both instances that I feel June 30 should be a target date. He stated he intended to check out some agencies for vocational testing and placement. In our second conversation he said he made contact with some people, one a bank officer in terms of occupational transitioning. He agreed on the target date with me, I understand this date fits into a time-frame you discussed with him earlier relative to getting himself situated.

I pass this information on to you from this end, Archbishop, so you will know what Jim is thinking and has accomplished thus far before you may meet with him again.

Know that I, certainly, can understand why Jim must move on. One of those possible reasons recently came to light for me. One of our secretaries had gone to Bishop Sklba regarding one of our priests who, allegedly, sexually abused one of her sons. Here and there her feelings about the clergy are made obvious. Personally, I am amazed that Jim can feel comfortable working at the Cousins Center since certain things about his situation has come to light by means of the press.

Jim is taking some steps for the future but he still remains in denial. He tells me he intends to press you for "reasons", equitable treatment and wants to hear from you, again, that remaining here in the Tribunal is not an option.

Joe Burn

3501 SOUTH LAKE DRIVE ● P.O. Box 07812 ● MILWAUKEE, WISCONSIN 53207-0912 ● PHONE 414/789-3300

OFFICE OF THE ARCHBISHOP

July 9, 1993

The Reverend James Beck

Milwaukee, Wisconsin 53207-0912

Dear Jim,

I know that you are eager to have some clarity with regard to your future. After much thought, prayer, and consultation, I feel I am ready to write you the following letter. We can discuss its contents, if you wish. It is not an easy letter to write, but I know you want me to be up front with you about the future. I want to do what is best for the whole Catholic community and not shirk that responsibility. At the same time I do not want to violate your rights as a priest in the Church.

I have to begin by stating that I do not see how I can assign you to any pastoral ministry in the future. I do not want to spell out the reasons in this letter, but will do so in another confidential memo to our attorney, Matt Flynn, so that it will enjoy the privileges of client-attorney confidentiality.

Reluctantly, in response to the pastoral needs of our Faith community, and in virtue of my authority as diocesan bishop (c. 381, #1), I formally place upon you the following obligations upon reception of this letter:

- 1. To refrain from all unsupervised contact with minors.
- 2. To cease until further notice all public ministry including the celebration of Mass, except in a private setting with only another priest or priests in attendance. The celebration of any other sacraments will require my explicit permission in each case. Until further notice the faculty to hear confession is revoked, except when there is a case of a penitent being in danger of death.
- 3. To avoid all places, persons, and situations that, from past experience, have been occasions of serious temptation in the area of sexual morality.

In the meantime, I have informed the Vicar for Clergy that the following would be paid to you to take care of your physical needs: your monthly salary, plus \$650.00 monthly living expenses, and insurance coverage. Further details can be worked out with the Vicar.

3501 SOUTH LAKE DRIVE ● P.O. Box 07912 ● MILWAUKEE, WISCONSIN 53207-0912 ● PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

July 9, 1993

The Reverend James Beck

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You have a right to due process in the determination of your exercise of ordained ministry in the future, but I have the responsibility to ensure the good of the community and preclude scandal regarding the exercise of ministry. In order to balance these rights and responsibilities, I have determined that we need to undertake a formal process to decide whether or not you will be declared impeded from the exercise of orders in the future in accord with canon 1044, #2, n.2. If later it seems wisest to me to proceed toward a canonical dismissal from the priesthood, I will be in touch with you, so that again your rights will be safeguarded. If you voluntarily decide to leave the priesthood, then, of course, these provisions and this process will not be necessary. That is another matter and would entail another letter on my part to you to outline how that departure can best take place for your good and that of the diocese.

So that you have, however, an understanding of what the process will entail regarding the future exercise of ministry, let me summarize the steps and procedures that will be used. The process will involve an investigation into the facts, a judgment of whether the impediment exists, and, if so, then a declaration stating that the law itself prevents the exercise of orders.

The process will have two parts to it: the investigation into the facts, and the subsequent judgment and declaration. The process may be conducted in either a judicial or administrative fashion. While the decision whether to use the judicial or administrative process rests with me as the diocesan bishop, I am willing to receive your input regarding which process you would prefer. I know these are complicated canonical issues, but they are meant to protect all of us and there is no way we can avoid them.

The judicial process can utilize either the oral contentious process (cc. 1656-1670) or the ordinary contentious process (cc. 1501-1655). The Tribunal would be involved in accord with usual procedural norms.

The administrative process is less cumbersome, but, nonetheless, provides for appropriate protection of your rights. The following steps would be used in an administrative process:

1. The College of Consultors will be utilized as a board of

3501 SOUTH LAKE DRIVE ● P.O. Box 07912 ● MILWAUKEE, WISCONSIN 53207-0912 ● PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

July 9, 1993

The Reverend James Beck

-3

inquiry to assist me in my investigation and decision-making.

- 2. Information necessary to arrive at a conclusion will be gathered by me, while you may also introduce materials in your own defense.
- 3. Upon completion of the gathering of all of this information, you and your advocate will have the opportunity to review everything and present a defense.
- 4. The Consultors will review the information with me and assist me in determining whether or not there is sufficient evidence to proceed to a decision or if additional investigation is needed.
- 5. Ultimately, I will have to make the decision, based on the information provided in the process, of whether or not the existence of the impediment has been proven; and I will issue that decision to you in writing, stating the facts and reasons which have led to a positive or negative judgment.

In reaching my decision I will choose and consult with an expert in the field of psychology. I would like that consultant to have available any records relating to your situation. If you would sign a release for such records, we will be able to gather the necessary information. A release form is enclosed for that purpose. If you are unwilling to make these records available, we will have to rely only on records and reports which are already in the public forum. I am not certain that these latter materials in isolation from more detailed reporting will serve your best interests.

Obviously as this process is under way, you should avail yourself of all necessary personal, spiritual, and canonical assistance. I would encourage you to continue seeking the psychological counseling services you may need.

In addition, I believe it is essential that you be in contact with a good spiritual director. If you do not presently have such a director, I certainly would advise you to get one.

3501 SOUTH LAKE DRIVE ● P.O. Box 07912 ● MILWAUKEE, WISCONSIN 53207-0912 ● PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

July 9, 1993

The Reverend James Beck

employer for their services here.

Finally, it is of paramount importance that you have at your disposal a canonical expert to serve as your advocate. Lest there be any taint of conflict of interest, I would advise that you take on the services of a canonist from outside the diocese. If you would like a list of canon lawyers who could serve in this capacity, the Chancery Office is ready to provide such a list to you. You are, of course, free to choose a canonical advisor on your own; but according to existent law, if they are to act as a formal advocate within the diocese, I would have to approve them. If you cannot afford the services of a canonical advisor, arrangements can be made for the diocese to cover expenses and reimburse their diocese or

I would like to hear from you in writing within three weeks of reception of the copy of the letter to our attorney that will contain specific details of the reasons why I feel I cannot assign you to pastoral ministry in the future. In your response, please state your input on the process to be utilized. At that time you can forward the release form for your records or indicate your decision that we proceed without that information. You may also notify me at that time of the name of the canonist who will serve as your advocate and whether it would be necessary for our diocese to provide funding for those services.

I know these are trying times for you, as they are for all of us. We all want to do what is right for the good of the Church. At the same time we want to respect the rights of all. These concerns may seem to conflict, but we must all do our best. I hope this letter is clear and helpful about how we must proceed and what options there are in those procedures. I am sure you know that it was difficult to write this letter and that I do so with much sorrow. I can imagine how you must feel! Peace and many blessings during these difficult days.

Sincerely yours in the Lord,

+ Rewor G. W. Selendon

Most Reverend Rembert G. Weakland, O.S.B.

Archbishop of Milwaukee

3501 SOUTH LAKE DRIVE ● P.O. Box 07912 ● MILWAUKEE, WISCONSIN 53207-0912 ● PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

December 2, 1993

The Reverend James Beck

Greenfield, Wisconsin 53220

Dear Jim,

I am sorry for the delay in writing to you. I had hoped that the National Conference of Catholic Bishops' Committee on Canon Law would issue their guidelines on how bishops should deal with delicate questions on allegations of sexual misconduct before we needed to proceed on this matter locally. The Conference has not yet finished its work in this regard. I do not believe it is just for you to have to remain indefinitely in a state of limbo regarding your canonical status and priestly ministry. Therefore, it seems best that we proceed with a consideration of your situation.

I am enclosing a copy of a letter to our diocesan attorney. In that letter I have tried to state succinctly the allegations that have been made against you and which could affect your ability to minister in the future. I must make a decision regarding whether or not you are able to exercise your priestly ministry in light of whether or not these allegations are proven to be true. While the final decision on a process to be pursued rests with me, I request that you respond to me by late January stating your preference whether I use a judicial or administrative process as outlined in my previous correspondence with you. The results of the investigative and decision-making processes will determine whether or not you will be able to exercise ministry in the future. If you elect voluntarily to pursue the process for dispensation from priesthood and its obligations, I will meet with you to work out the best procedure for you and your future. In the meantime, the restrictions placed upon your ministry remain in effect.

These are not easy moments for any of us. I want to do what is just for you, but also what is best for the whole Catholic community. Many blessings and prayers.

Sincerely yours in the Lord,

+ TRUV 6. Will dor

Most Reverend Rembert G. Weakland, O.S.B. Archbishop of Milwaukee

Enclosure

3501 S. Lake Drive • P.O. Box 07912 • Milwaukee, WI 53207-0912 • (414) 769-3300

Office of Auxiliary Bishop

13 May, 1991

FILE COPY

MEMO TO: The Reverend Joseph Perry, Archdiocesan Officialis

FROM: Bishop Richard Sklba

RE: Term of current appointment of Father James Beck

As a result of our conversation this afternoon, I reviewed the personnel file of Father Beck, learning that he had been formally assigned to the Tribunal on June 1, 1989 for a period of one year, with the assumption that this term could be renewed or extended in accordance with the needs of the Tribunal. Due to the questions which surfaced during the summer of 1990, Father Beck's assignment was temporarily suspended and he did not return to his responsibilities there until April 1, 1991. In accordance with our conversation I am now presuming that his formal term of assignment will be renewed for an additional two years, thus extending his work with the Tribunal to approximately three full years of active service ending in June, 1993. I further understand that you may choose to renew that term for an additional three years at that time, depending upon the personnel needs of the Tribunal.

It was gratifying to learn that his work has won the approval of his colleagues and the praise of his supervisors.

Copies: Father James Beck

Father Thomas Trepanier



SEP 06 1994

3501 SOUTH LAKE DRIVE ● P.O. Box 07912 ● MILWAUKEE, WISCONSIN 53207-0912 ● PHONE 414/769-3300

OFFICE OF THE ARCHBISHOP

September 2, 1994

Reverend Daniel Ward, OSB St. Gregory Abbey

Shawnee, Oklahoma 74801

Dear Dan,

Let me take this opportunity to update you on where I believe we stand on the situation of Father James Beck. I understand from your correspondence and conversation with Barbara Anne Cusack that Jim has not been in communication with you regarding his plans to seek voluntary departure from the priesthood. Jim needs to understand where I stand on his situation.

First of all, I repeat that I have no intention of providing Jim with an assignment and I will not allow for an indefinite period of the "unassigned" status. I am presently considering a reduction in the amount of subsidy being provided. I anticipate that it will be more on the level of the "support" required by canon law than the current level which more closely resembles "remuneration for ministry" which is beyond the canonical requirement. Finally, I would be willing to consider the category of "disabled" with early retirement and pension if this were in conjunction with a decree declaring him impeded from the exercise of orders; the two seem logically to go together. I will need to reinstate the process of declaring Jim impeded from the exercise of orders and will proceed with an administrative process for that purpose regardless of whether or not he applies for disability, however.

I would request that you discuss these matters with Father Beck and respond to me by September 30, 1994 regarding his plans. Unless I hear something from you that would alter these plans, as of October 15, 1994 I will be prepared to continue the process for declaring Jim impeded from the exercise of orders.

Thank you again for the canonical assistance you are providing our priests.

Sincerely in Christ,

Most Reverend Rembert G. Weakland, OSB

+ Rever 6. Wash on

Archbishop of Milwaukee

cc: Matthew J. Flynn
Barbara Anne Cusack

494. Beck, James

On Friday, May 20, 1988 I met with Jim in my office in order to discuss some recent allegations.

RJS

503.	Bed	ck,	James		
	On	Tue	esday,	May	24

4, 1988 I spoke with Joe Dean regarding the current situation. At his direction, having learned that \_\_\_\_\_\_ turned 18 on I contacted the Access Professional of Ozaukee County Social She stated that someone would be this week. I also spoke sent to Homestead School to interview with Jim and, at the recommendation of Joe Dean, suggested that he contact Attorney William McCarty (273-2000) for personal assistance and legal advice. I met with Jim again on Wednesday, May 25, 1988 and promised to share any information with him as it becomes available to me.

RJS

520. Beck, James

On Friday, May 27, 1988 called to say that his brother had spoken to him and to ask for some further information regarding civil procedures. Jim also shared the name of the psychiatrist with whom he had been dealing for several years, namely, Dr.

RJS

553. Beck, James

On Friday, June 3, 1988 Jim called to give a progress report, indicating that he had retained the service of Attorney William McCarty and that he and his attorney would be meeting with Ann Campion, a representative of the Sheriff's Department in Ozaukee County, in order to discuss the recent allegations. Jim is in regular contact with his psychologist and believes that things are proceeding reasonably well. Ozaukee County is contemplating referring the matter to the County up north where the alleged incident occurred. RJS

665. Beck, James

On Thursday, July 7, 1988 I spoke with Agent Ann Campion of Ozaukee County indicating that she had been delegated by Rusk County to undertake the investigation, that in assessing the level of cooperation of Jim had met with him, his lawyer and had spoken to his therapist who did not anticipate a recurrence, but could not promise the same with absolute certainty given human nature. She stated that the investigation was completed and she did not anticipate any further action given the good level of cooperation from Jim and the Archdiocese. If there is to be a sharing of the information with the family, this decision rests in the hands of young himself at this time. I informed Jim of this situation.

RJS

512. Beck, James

On Monday, May 8, 1989 Bishop Leo and I met with the Archbishop to review several cases. It was determined that prior to any specialized assignment there would be a candid conversation to see if there were any matters still not disclosed or discussed from earlier history. It was presumed that a detailed plan would be in place regarding the therapeutic support group, ongoing supervision, counseling and some type of spiritual life.

RJS

561. Beck, James

On Tuesday, May 23, 1989 I spoke with Jim regarding his next assignment and concurred that a formal assignment to the Tribunal would be opportune and wise at this time.

RJS

665. Beck, James

On Friday, June 23, 1989 I spoke with Jim about residence and endorsed his desire to reside at St. Barbara Parish rectory.



946. Beck, James

On Tuesday, November 22, 1989 I spoke briefly with Joe Perry who indicated his great happiness with Jim's work in the Tribunal and his willingness to extend the assignment to June, 1990 or possible longer with further dialogue later in the spring.

RJS

53. James Beck

On Wednesday January 10, 1990 I spoke with Jim, indicating that I did not see parish ministry a realistic possibility for the near future and inquiring about his current satisfaction with Tribunal work. He stated that he is delighted with the work and enjoys is enormously, and is willing to extend his period of assignment to the Tribunal. He will speak with Joe Perry about that possibility. We also reviewed the support group and Jim saw value such an opportunity, but will review the issue with his counselor, Dr.

RJS

625. Beck, James

On Monday, July 23, 1990 the Archbishop informed the office of the his receipt of a summons on Thursday, July 19, 1990 regarding the law suit initiated by against Jim and the Archdiocese. The suit is for Jim received his notice Friday afternoon, July 20, 1990. The Archbishop heard from the press in morning of the 20th and found it curious that they had the news prior Jim. The Archbishop asked for a listing of dates and meetings regarding this case as dealt with from our office.

RJS

596. Beck, James

On Thursday, July 26, 1990 I met with Jim who reviewed the circumstances of the serving of the summons regarding the law suit. I indicated that he was free to accept help out invitations even though Canon 1722 had been invoked on Friday, July 20, 1990 pending further inquiry. Should there be any further legal action or publicity, the situation would be reviewed and he would be forbidden to exercise public sacramental ministry. He will remain in residence at St. Barbara's for the time being (private telephone:

I called Tom Demse at St. Barbara's to explain the current situation and promised to be in contact with him during the month of August, or pending any development, so that everything would be in place when he leaves for his sabbatical at the beginning of

36. Beck, James
On Wednesday, January 9, 1991 I had several telephone conversations
with Jim
as well as extended conversations with Wayne
Schneider and Matthew Flynn (277-5000).

RJS

256. Beck, James
On Friday, March 1, 1991 I met with Jim to review his current situation and future prospects.

We then spoke of future assignments, and I reported that Joe Perry was willing to accept Jim back into full-time work with the Tribunal since Jim was well received by the entire staff and produced good and effective work. The only stipulation would be the need to reassess the assignment should some negative publicity appear in the future. At the invitation of Joe Perry, Jim left my office to meet with Joe in an effort to work out the details of starting date and other questions as needed.

292. Beck, James
On Tuesday, March 12, 1991 the office learned that Jim's renewal of work for the Tribunal staff will be effective April 1, 1991.

RJS

On Monday, May 13, 1991 I spoke with Joe Perry who restated his praise for Jim's work in the Tribunal and his willingness to have Jim continue in that assignment. After some discussion and review of the history we concurred that Jim would complete a three-year term, thus, in an effort to take into consideration the hiatus occasioned by the recent legal issues, would conclude his current term in June, 1993 with the possibility of extension according to the needs of the Tribunal. I formulated our conclusion in a memorandum with copies to Jim and Tom Trepanier.

On Wednesday, October 28, 1992 I learned that the Archbishop had met with Jim to request that he cease public liturgical ministry and remove himself from interviewing individuals requesting the assistance of the Tribunal, pending a final resolution of his status.

RJS

Office of the Auxiliary Bishop November 23, 2009 Year for Priests

Most Reverend Robert C. Morlino

Madison, WI 53744-4983

Your Excellency,

May the Lord give you peace!

I am writing to advise you that a "Charter" priest of the Archdiocese of Milwaukee has moved into your diocese. His personal information is as follows.

James Beck

Fitchburg, WI 53713

Jim had a substantiated case of sexual misconduct. He has complied with all of the restrictions placed on him. He is not considered a threat or one to reoffend. He has been under regular monitoring for a number of years. He moved to this new location to be closer to a sister who lives in the area. Because of his poor health he no longer drives a car.

With personal good wishes and prayers, I am,

Fraternally yours in Christ,

Most Reverend William Patrick Callaha

Archdiocesan Administrator
Archdiocese of Milwaukee

WPC/sw

cc:

Very Rev. Patrick Heppe

Barbara Anne Cusack

#### JAMES W. BECK

After several indirect inquiries about Archdiocesan procedures in cases of sexual abuse during the winter of 1988, and repeatedly recommending that the as yet unknown parties contact me personally as soon as possible, I finally met with and his cousin, in my office on Saturday morning, May 14, 1988. Upon hearing the allegations of misconduct during the summer of 1982, I immediately stated that the matter would have to be turned over to civil authorities for investigation. Because was adamant that his mother not know of this matter, I was requested to obtain further information regarding the persons who would be contacted in any civil investigation. I asked if he felt any need for personal counseling, discussed some of the implications which could, in fact, be present in his life no matter what the actual events may have been and offered assistance if desired. He refused the offer.

During this period of inquiry I met with James Beck on Friday, May 20, 1988 in my office to inform him of my obligation to speak with civil authorities about the case and to insist that, again whatever the actual facts may have been, he seek counseling and spiritual direction. He informed me of the ongoing counseling he had been receiving from Dr.

as a result of an earlier incident in 1971 in Sheboygan (which had not been known to me in any way prior to that conversation) when he had received a year's probation from the Sheboygan authorities. Because the incident in 1982 had allegedly occurred in connection with another parish, namely, St. James in Mequon, six years previously, I did not judge it necessary to remove him from St. Catherine's Congregation at that time nor to invoke administrative leave according to Canon 1722. His candor and the circumstances led me to conclude that there did not seem to be any immediate danger to innocent parties in my judgement.

When I learned that the Ozaukee County Social Services was the appropriate referral for the investigation, and that only would be contacted since he had turned 18 and, hence, was an adult, I called at work and informed him of my intention to refer the matter to civil authorities immediately. It was difficult to contact him due to the restrictions which he placed upon my method of communication. finally reached him at his place of employment. After consultation with Mr. Joseph Dean I then contacted the Access Professional of Ozaukee County Social Services on Tuesday, May 24, 1988. She promised that someone would be sent to to interview that same week. I informed James Beck that I had made the report that same day and recommended that he obtain the services of a personal lawyer. I again met with James Beck on May 25, 1988 to outline all the actions which were required and to be assured that he was following through on my requests.

On Friday, May 27, 1988 called to report that he had been in communication with his brother and to seek clarification of the actions I was taking. He expressed satisfaction that the wishes of were being respected.

James W. Beck Page 2

On Friday, June 3, 1988 James Beck called to say that his lawyer, William McCarty, had met with Ann Campion of the Sheriff's Department of Ozaukee County to discuss the allegations. Subsequently, the authorities in Rusk County where the events had allegedly transpired delegated Ozaukee County to perform the actual investigation because of the proximity of all major parties at that time. On Thursday, July 7, 1988 I again spoke with Agent Ann Campion who had contacted the therapist of James Beck and expressed approval for the prudence and propriety of my actions in this case. At that time she reported that the investigation had been completed and that, in view of the level of cooperation from James Beck and the Archdiocese, she did not anticipate any further action on the part of either Ozaukee or Rusk Counties in this matter. She stated that if any further information was to be shared with the family, that decision rested with alone. I informed James of this resolution and again obtained the assurance that he was following the stipulations laid down in my office from the start.

On Wednesday, August 17, 1988 came to see Bishop Brust regarding the alleged reception of an obscene phone call from James Beck on Wednesday, July 13, 1988. I called myself on Saturday, August 20, 1988 to obtain more information regarding the circumstantial evidence of her allegation, and promised to call again after my retreat to see how things were progressing. On Saturday, August 27, 1988 I spoke with James to discuss this recent allegation and met with him at his rectory on Monday morning, September 5, 1988 when we made an initial arrangement for an evaluation of his personal profile with the Director of St. Barnabas Center in Oconomowoc. This was subsequently postponed on the advice of the Director of St. Barnabas Center, and James then made arrangements for a thorough retreat at the Jesuit Retreat House at Oshkosh during the week of September 11, 1988 which was also changed as a result of the surgery of Father Robert Purcell, SJ, to time for reflection at the Cardoner Retreat Center in Milwaukee. In the context of an extended telephone conversation with Dr. on Monday, September 26, 1988, I was told that in his professional opinion, such a telephone call was highly unlikely in the light of Jim's psychological and emotional profile. This matter was subsequently resolved by the parties and their lawyers.

During this entire period I discussed various non-parochial future ministry for James, and at my request James resigned from the pastorate of St. Catherine's Parish in Granville effective December 31, 1988 for a variety of reasons including personal health and stress as well as the allegations which had surfaced and compromised his ministry. I gave permission for him to live with his sister while recuperating from surgery and preparing for a non-parochial assignment pending the approval of professional psychologists and evidence of a life in proper order.

James W. Beck Page 3

On May 3, 1989 I met with James as the result of a letter addressed to James by the mother of regarding the allegations and events of the past. Since information had been shared with the Archdiocese, I wanted James to know that the family was now informed of the basic circumstances of the allegation. I was again assured that all my stipulations were being followed carefully in the context of his move toward residence at St. Barbara's Parish in Milwaukee.

James was appointed to the Tribunal on June 1, 1989 for one year, subject to extension for an additional three years (which was granted in June of 1990).

On Friday, July 20, 1990, upon hearing that a summons had been presented to the Archdiocese and then to James indicating the beginning of legal action, the office invoked Canon 1722 and an administrative leave from the Tribunal work of James Beck was invoked. For the time being he has permission to engage in public liturgical functions, but may not do any private counseling or work in the name of the Church. He continues in regular contact with his counselor and spiritual director as well as working with Attorney Gerald Boyle to receive proper advice at this time.

Most Reverend Richard J. Sklba Auxiliary Bishop of Milwaukee Co-Vicar for Clergy Personnel August 4, 1990 To:

Archbishop Weakland

From:

Clergy Personnel Office

CONFIDENTIAL

RE: Jim Beck

On May 14, 1988 Bishop Sklba met with and his cousin, regarding allegations of misconduct during the summer of 1982. On May 20 Bishop Sklba met with James Beck to inform him and to insist that he seek counseling and spiritual direction whatever the actual facts may have been. Jim informed Sklba that he had been receiving ongoing counseling as a result of an earlier incident in 1971 in Sheboygan (which had not been known to Sklba in any way prior to that conversation) when he had received a year's probation from the Sheboygan authorities. A law suit was initiated by against Jim and Archdiocese in July 1990. Settlement was in early 1991.

NAME: James Beck (JB)

DATE OF ORDINATION: 1969

#### ASSIGNMENTS:

TOSTOTAME	110.		
YEAR	PARISH	LOCATION	APPOINTMENT
1969-1977	Holy Name	Sheboygan, WI	Associate Pastor
1977-1978	St. Robert	Milwaukee, WI	Associate Pastor
1978-1984	St. James	Mequon, WI	Associate Pastor
1984-1988	St. Catherine	Milwaukee, WI	Pastor
1989-1990	Tribunal	Milwaukee, WI	Staff
1991-1992	Tribunal	Milwaukee, Wl	Staff
1992-1995	Unassigned		
1995	Permanent Leave		

In 1988 an accusation was brought forward by an adult male about sexual abuse by JB from 1982 when accuser was still a minor. The matter was turned over to District Attorney and police who conducted an investigation. In the course of the investigation in 1988 the Archdiocese learned that JB had previously been convicted of a similar offense in 1971. Neither the courts nor JB himself had previously revealed this fact to anyone at the Archdiocese. He had been placed on probation by the court in 1971 and ordered to have counseling. The name of that minor has never been provided to the Archdiocese. The 1988 investigation did result in a substantiation and he entered a plea bargain in 1989. He was placed on administrative leave during the investigation. He was asked for his resignation from the parish and given a desk job after the court case was resolved. He was permitted to do only limited priestly ministry, such as saying Mass in a monitored setting. Also, in 1988 an adult woman accused him of making an obscene phone call to her. The Archdiocese was not able to substantiate that JB was, in fact, the caller. In 1990 a civil suit was filed against JB and he was again placed on administrative leave. He returned to his desk job for a short time in 1991. In 1992, in the course of setting up policies and procedures to address sexual abuse cases, the Archdiocese conducted a review of his file and determined that he should not be able to function in any capacity as a priest. He was removed from his desk job and all ministry was taken away from him. After several years of negotiating with his defense counsel and attempting various procedures under canon law, the Archdiocese entered into a binding civil contract with him that he was forbidden to exercise any priestly ministry and forbidden to identify himself by title or garb as a priest. He agreed to this removal of all priestly rights and ministries and has not functioned as a priest since 1995.



JAN 25 2005

January 21, 2005 Year of the Eucharist

Barry Weber, Chief of Police Wauwatosa Police Department 1700 North 116<sup>th</sup> Street Wauwatosa, WI 53226

Dear Chief Weber,

In .

Recently, ontacted the Archdiocese of Milwaukee to make a report of sexual abuse by a Catholic clergy member many years ago when he was a minor. As you can imagine, and as I'm sure you know from your own interactions with victims, child sexual abuse is a trauma that has long-lasting and sometimes unknown effects.

For many reasons, many victims of child sexual abuse often do not report the abuse when the incident occurs, and many victims try to deal with the trauma alone. In doing so, people sometimes make choices that turn out to be self destructive.

I commend for coming forward -- it takes tremendous courage to do so, because there is often a stigma attached to male survivors of sexual abuse. I also believe is getting the help he needs for healing.

With that said, I hope that you will take this into consideration regarding the choices he has made and why he may have made them. Having served the community as a police officer for 13 years I am sure you have seen the result of many of his positive decisions as well.

The Archdiocese of Milwaukee is grateful to those individuals who come forward. Any abuse they suffered is not their fault and we hope our actions continue to provide healing.

Thank you for your consideration and many blessings upon your own service in the community.

. . .

Most Reverend Timothy M. Dolan Archbishop of Milwaukee



December 23, 2004

FR 10

RE:		
Dear Pro	vider:	

On behalf of the Bishop, I have offered payment of outpatient psychotherapy expenses by the Archdiocese of Milwaukee for This response is an expression of our genuine concern for this individual, without liability attached. It is my understanding that you have a treatment relationship with this person.

The Archdiocese of Milwaukee is committed to providing financial assistance for high quality psychotherapy to all victims of sexual abuse by church personnel. To ensure quality therapy, some type of review process is desirable. We use an outside psychologist for blind review of treatment plans, in order to protect personal information of the client and to avoid conflict of interest with the Archdiocese. Dr. is an experienced clinical supervisor who understands the unique needs of sexual abuse survivors and the psychological and spiritual issues they face. The purpose of review is to ensure quality psychotherapy that moves persons toward healing. We are not interested in being restrictive in the therapy we provide, as long as it is clinically appropriate and results in expectable clinical progress.

In order to start the process, please return the enclosed four attachments:

- 1. Release of information
- 2. "Declaration by Professional Mental Health Provider"
- 3. Treatment plan
- 4. Tax Identification or Social Security Number form

#### The Archdiocese of Milwaukee Fee Schedule is as follows:

50 - 60 minute psychotherapy session \$100 for licensed psychologist \$ 90 for licensed clinical social worker

The client should not receive any billing. For psychiatric evaluations, medications, and inpatient treatment, a client's health insurance should be used insofar as possible.

After you return your materials, I will notify you of authorization and when updates are needed. After we receive your materials in a timely manner, payment will be retroactive to the date when the client first contacted me.

## Therapist Letter Page 2

120

Please feel free always to contact me with any questions or concerns you may have. Our intention always is to encourage and support healing and recovery.

Sincerely,

Amy Peterson

Victim Assistance Coordinator Sexual Abuse Prevention

and Response

**APsaz** 

c: Bishop R. Sklba

Enclosures

February 12, 2004

His Eminence Joseph Cardinal Ratzinger Congregation for the Doctrine of the Faith Piazza del S. Uffizio 11 00193 Rome, Italy

Your Eminence:

1.8 0

In accord with the Charter for the Protection of Children and Youth and The Essential Norms which are in effect in the United States, I am referring several cases for your consideration. I take very seriously the problem of sexual abuse of minors by clergy and the ensuing public outery over past inaction by church officials. The demand for justice is one that receives a favorable hearing from me.

However, I also believe firmly that some situations call for justice tempered by mercy. I have reviewed carefully all of cases of alleged sexual abuse of minors by clergy. We are in the methodical process of preparing all such cases for referral to the Congregation. In the course of that review, I have come to the conclusion that some clerics, even though we are convinced about the substance of the allegations and even though, in some cases, the cleric has confessed should not be imposed with canonical penalties.

I am sending in this mailing the cases of those priests whose life situations are such that a canonical penal trial or an administrative dismissal would be unreasonable. They are either of such advanced age or fragile health that such actions could be tantamount to a death sentence. Therefore, in each case I am asking that the priest be permitted to live out whatever may remain of his life in prayer and penance. The elements of such a life will be designed along the protocols presently being prepared by the Conference of Bishops. In all cases, there would be no public ministry permitted and the priest would not present himself publicly as a priest by title or attire.

Thank your for your consideration of these requests. Should Your Eminence determine that an alternate action be taken, I stand ready to accede to your wishes.

With sentiments of esteem, I am,

Sincerely yours in Christ,

Most Reverend Timothy M. Dolan Archbishop of Milwaukee

NAME: James William Beck

DATE OF BIRTH: October 10, 1943

AGE: 60

DATE OF ORDINATION: May 24, 1969

YEARS OF MINISTRY: 21

DIOCESE OF INCARDINATION: Milwaukee

CONTACT ADDRESS: Greenfield, WI 53220

PROCURATOR (1992-1995): Reverend Daniel Ward, O.S.B.

ASSIGNMENTS:
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XXDAD	DADICII	LOCATION	APPOINTMENT
YEAR	PARISH		
1969-1977	Holy Name	Sheboygan, WI	Associate Pastor
1977-1978	St. Robert	Milwaukee, WI	Associate Pastor
1978-1984	St. James	Mequon, WI	Associate Pastor
1984-1989	St. Catherine	Milwaukee, WI	Pastor
1989-1990	Tribunal	Milwaukee, WI	Staff
1991-1993	Tribunal	Milwaukee, WI	Staff
1993-1995	Unassigned	A Committee of the comm	The state of the s
1995	Permanent Leave	The second section of the se	

#### ACCUSATIONS

YEAR	VICTIM 🚎	AGE	IMPUTABLE ACTS	DENUNCIATION
1971		Unknown	Not specified	1988 (Admission)
1982		12	Genital fondling on multiple	1988
1988		Adult	occasions Obscene phone call	1988

## CIVIL PROCEEDINGS AGAINST THE CLERIC

YEAR	TYPE / CASE	CONVICTION	SENTENCE
1971	Criminal investigation	Yes	Probation
1988	Criminal investigation	Plea bargain	Counseling / restrictions
1988	CIVII	Settlement	
1990	Civil	Settlement	28

#### MEASURES ADOPTED BY DIOCESE

1112110011	
YEAR	ACTION
1988	In the course of confronting the allegation of a 1982 incident, Father admitted
	the previous 1971 incident without providing any more details than that he
	was in mandatory counseling and had been on probation. Ordered to have no
	unsupervised contact with minors.
1988	Asked to resign from pastorate. Professional evaluation conducted with
	potential for non-parochial assignment.

1990	Placed on administrative leave for eight months with commencement of civil
	anit .

Review of case file results in request that cleric no longer function in any

ministerial capacity.

1992-1995 Negotiations with canonical counsel to resolve the issue, resulting in a legal

contract binding cleric not to exercise any ministry, not to present as a cleric,

and to pursue alternate career options. Assistance in career re-training

provided by the diocese.

2004 Case referred to the Congregation for the Doctrine of the Faith

#### SUSTENANCE PROVIDED:

Cleric was provided full salary until the time of administrative leave when reductions in accord with diocesan policy were made. During that eight-month period of leave, he received \$1,074 a month with deductions for insurance and pension contributions (\$389). He was allotted \$300 a month room and board. Upon resumption of his position salary and benefits were provided in full. During the time of negotiations, full salary and benefits were provided along with payment for career counseling. He was provided with a lump sum of \$25,000 as assistance in transition to a new way of life. Because he participated in a self-contributory pensions plan and was vested, he retained full rights to his pension.

## RESPONSE / RECOURSE MADE BY THE CLERIC

YEAR ACTION

Admitted to 1982 abuse and informed diocesan officials for the first time of

the 1971 case.

1990 Accepted non-parochial assignment

1992-1995 Cooperated with plans for "outplacement" with advice of canonical counsel to

negotiate a just assistance in transition.

#### BISHOP'S VOTUM

Father Beck admitted the two incidents involving minors (1971 and 1982). He has not functioned in any ministerial capacity for almost 10 years. He has cooperated with all of the provisions of his contract. In recent years he has developed a variety of health problems from heart disease to recurrence of complications from childhood polio and possible multiple sclerosis. Given his full cooperation, his departure from any form of ministry for almost 10 years and his precarious health, hask that, for reasons of advanced age and poor health, he be permitted to live a life of prayer and penance the details of which will be worked on with him.

411 East Wisconsin Avenue Milwaukee, Wisconsin 53202-4497 414/277-5000 FAX 414/271-3552 Attorneys at Law in Milwaukee and Madison, Wisconsin West Palm Beach and Naples, Florida Phoenus, Arzona



January 4, 1995

Rev. Daniel J. Ward, O.S.B. St. Gregory's Abbey

Shawnee, Oklahoma 74801

Re: Fr. James Beck

Dear Dan:

Enclosed as we discussed is a copy of the Settlement Agreement with the changes that you and Dr. Cusack have agreed to. As you have instructed, I am sending a copy of this Settlement Agreement and letter to Fr. Beck, at the address indicated below, to expedite the procedure. I understand that you will be contacting Fr. Beck to make arrangements for the signing of the Agreement.

Thanks.

Yours truly,

QUARLES & BRADY

Matthew J. Flynn

MJF:jlm

Enclosure

cc: Fr. James W. Beck

Greenfield, WI 53220

bcc: Most Rev. Rembert G. Weakland, O.S.B.

Most Rev. Richard J. Sklba

Fr. Carrol C. Straub Dr. Barbara Anne Cusack

QB2\95862.

411 East Wisconsin Avenue Milwaukee, Wisconsin 53202-4197 414/277-5000 FAX 414/271-3552 Attorneys at Law in Milwaukee and Madison, Wisconsin West Palm Beach and Naples, Florida Phoenix, Arizona



8.0

February 17, 1995

#### VIA MESSENGER

Dr. Barbara Ann Cusack Cousins Center 3501 S. Lake Drive Milwaukee, WI

Re: Archdiocese Settlement Payment -- James Beck

Very truly yours,

QUARLES & BRADY

333/jkw Enclosure

cc: Matthew J. Flynn, Esq.



March 19, 2005



. []

Dear \_\_\_\_

Enclosed is a signed copy of the agreement we reached and a check from the trust account.

is working full time at assisting with healing for victims / survivors and is more than willing to have you contact her for any needs which arise. Her direct line is

I will be seeing Mr. McCann on Monday and will discuss with him any prospects he might see for you in employment. I presume you would be agreeable to my giving him contact information for you since you approved my speaking with him on your behalf. I will not be providing him with any details about your situation, just broad generalities.

Thank you again for engaging in this process. I pray that healing may continue to deepen in your life. May God's peace be with you.

Sincerely yours,

Barbara Anne Cusack

Chancellor

### QUARLES & BRADY LLP

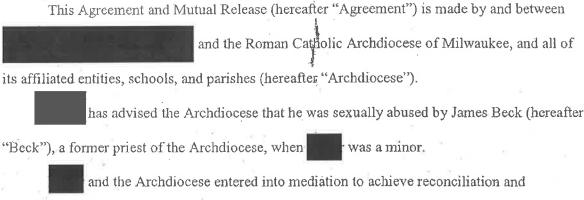
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#### AGREEMENT AND MUTUAL RELEASE



and the Archdiocese entered into mediation to achieve reconciliation and restoration, to address issues of concern to both sides, to further prevent sexual abuse of minors and to enhance Church practices in this regard, and to otherwise resolve and settle all disputes between them.

Accordingly, the parties to this Agreement wish to resolve and satisfy all claims of any nature that has against the Archdiocese, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers and assigns, including, without limitation, all members of the Roman Catholic clergy and all parishes, schools, and religious orders, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese, arising from any sexual abuse of by Beck without the necessity of further proceedings or expense of any nature, and all parties wish to generally release one another from all liability for any claims that may exist to the date of the signing of this Agreement, including, but not limited to, any claims for sexual abuse of by Beck.

So, in consideration of the mutual promises made here, and other valuable consideration, receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

- The Archdiocese agrees to provide with \$50,000. These funds shall be used at the own discretion.
- 2. The Archdiocese agrees to provide with \$50,000 for use in funding past and ongoing therapy. At request, this amount is being provided in a single payment.

  Understands that the Archdiocese considers this amount full and final payment for any therapy expenses may incur at any time in the future.
- 3. The Archdiocese agrees to provide with \$5,000 a year for five (5) years for use in advancing his education, pursuit of a new career, or other needs as he determines.

  Payments under this provision are not to exceed \$25,000. Payment will begin upon the execution of this Agreement and will continue each March 15<sup>th</sup> for the agreed upon period of time. In the event that timely payment is not made to of each annual payment, shall provide formal notice to the current Chancellor of the Archdiocese of noncompliance, and the Archdiocese shall have twenty-one (21) business days for forward payment. Payment is deemed tender upon mailing.
- 4. and the Archdiocese will each bear their own costs and any attorney's fees associated with the Agreement, and there will be no payment to other than that specifically enumerated above.
- In return for the payment set out above, and for the mutual promises contained herein, releases and forever discharges the Roman Catholic Archdiocese of Milwaukee, and all of the Archdiocese's employees, agents, officers, directors, affiliates, insurers and assigns, including, without limitation, all members of the Roman Catholic clergy, and all parishes, schools, and religious orders, and any person or entity affiliated with the Roman Catholic Church in the territory of the Archdiocese of Milwaukee from, and covenants not to sue

#### AGREEMENT TO MEDIATE

Case No.:	01.05.21		
Victim/Survivor:			
Perpetrator:	JAMES BECK		
The undersi	gned parties agree as follows:	٨	

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- 1. Mediator. The parties agree that Muscow will be the mediator in the above-referenced claim. The mediator, an attorney, shall not provide legal advice to the parties. If legal questions arise, the parties shall seek independent legal counsel.
- 2. Conflict of Interest. No person shall serve as a mediator in any claim in which the person has any financial or personal interest in the result of the mediation. Prior to accepting an appointment as a mediator, the prospective mediator shall disclose any circumstances likely to create a perception of bias or to delay the mediation. Upon such disclosure, the parties may agree to have another mediator appointed by the Intake Coordinator. During the course of the mediation, the mediator shall disclose any conflict of interest as soon as such conflict becomes known to the mediator. At that point, the parties may choose to waive the conflict in writing or the parties may agree to have another mediator appointed by the Intake Coordinator.
- 3. Authority of Mediator. The mediator does not have the authority to impose settlement on the parties, but will assist them in reaching a satisfactory resolution. The mediator is authorized to conduct joint and separate meetings with the parties and to receive oral and written recommendations for settlement as necessary.. The mediator may also seek expert advice regarding technical aspects of the dispute, provided that the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator in conjunction with the parties. The mediator is authorized to end the mediation whenever, in the judgment of the mediator, further efforts at mediation will not contribute to resolution of the dispute between the parties.
- 4. Location and Time. The mediation shall be conducted in a location designated by the mediator that is convenient and acceptable to all parties. The mediator shall set a date and time for each mediation session, that is acceptable to all parties.
  - 5. Termination of Mediation. The mediation shall be terminated:
  - A. by the execution of a settlement agreement by the parties;
  - B. by a declaration of the mediator stating that further efforts at mediation will not contribute to resolution of the dispute; or
  - C. by the declaration of a party or parties stating that the mediation proceedings are terminated.

- 6. **Mediation Sessions.** The mediator may hold sessions with only one party. These private sessions or "caucuses" are designed to improve the mediator's understanding of the participants' positions. Information gathered by the mediator through a caucus is confidential, unless the participant agrees to have it disclosed in a joint session.
- 7. Confidentiality. The confidentiality of the mediation process shall be governed by Wis. Stats. Section 904.085. The parties shall maintain the confidentiality of the mediation and shall not rely on or introduce as evidence in any subsequent proceeding, whether that proceeding is judicial, administrative, or arbitral, any of the following:
  - A. views expressed or suggestions made by another party with respect to a possible settlement of the dispute;
  - B. admissions made by another party in the course of the mediation proceedings;
  - C. proposals made or views expressed by the mediator, or;

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- D. the fact that another party had or had not indicated willingness to accept a proposal for settlement made by the mediator. The mediator will destroy his or her notes and/or written materials at the conclusions of the mediation.
- 8. **Representation.** Any party to the mediation may be represented or accompanied by person(s) of the party's choice with the consent of the mediator and other parties. These person(s) may or may not be attorneys or advocates.
- 9. Record. There shall be no stenographic or other record (audio or video) made of the mediation process.
- 10. **Exclusion of Liability.** The mediator is not a necessary party in any subsequent proceeding relating to the mediation. Neither the Archdiocese of Milwaukee or any individual or entity working with the Archdiocese, nor any mediator shall be liable to any party for any act or omission in connection with any mediation conducted under this agreement.
- 11. **Expenses.** The services of the mediator are provided by the Archdiocese of Milwaukee. The Archdiocese of Milwaukee will not pay for any participant's attorney fees or any other costs of the parties associated with the mediation (e.g., mileage, lodging, wage loss, etc.).

