

Registered Sex Offender Policy - Sample

As a community of faith, serving by the example of Jesus Christ, we also seek to attend to the needs of all who seek healing, redemption, and fellowship among us. We shall be prepared to accept in our midst those who have violated the most sacred mores of our society at large, to provide them refuge, peace, example and support in their recovery and penitence. We commit to doing so with utmost care for the welfare of our congregation, collectively and individually, and the community we serve.

We accept that there are risks being borne in our deliberate association with and ministry to sex offenders who are considered a pariah among the community-at-large as evidenced by the many constraints placed upon their interaction with the community. We agree to honor the needs of the congregation and our community to have reasonable assurance that a sex offender in our care will not have an opportunity to re-offend because of lapses in our management of the offender.

We shall consider limited participation or membership of a sex offender in our congregation with utmost care which shall include the following elements:

1. Document understanding of the statutory limitations applying in the State of Ohio to the movement and activities of a sex offender, considering the programs of the church or the operations of tenants. (Examples: Sunday school, day care, pre-school, sports leagues, seasonal camps and associations which serve children and "vulnerable adults".)
2. Consider and understand the character of the crimes which have resulted in requiring an individual to register as a sex offender, the passage of time without repeated conduct or behavior and the risk and opportunity of re-offending that is presented by the programs of our congregation.
3. Document understanding of limitations and prohibitions placed upon the offender by courts and probation authorities. The opinion of a mental health professional regarding the suitability of the person to participate in the life of the church shall be obtained. In all cases where probation is in force, we shall obtain the explicit approval of, and conditions of participation specified by the probation officer. A recommendation by law enforcement or mental health professionals to deny participation to an offender shall be honored in all cases.
4. Understanding that, with respect to a person who is an employee, volunteer, or member, who has previously been convicted for acts of sexual misconduct as defined by insurance contracts, knowledge by church leaders and managers of such prior conviction will have the effect of voiding coverage for the individual employee, volunteer or member and for the church for future acts of sexual misconduct by that person.
5. Given that criminal convictions are a matter of public record, there shall be no expectation of secrecy on the part of the offender. As a condition of participation in our faith community, the offender must agree that the leadership of the church shall make it known to the members, constituencies, and customers of the church that we have accepted among us a registered sex offender. The conditions and limitations that apply to participation in the life of the church shall be known to all.
6. With the advice of legal counsel, and in all cases, the conditions of participation by a registered offender shall be defined by a "limited access agreement" executed by the offender and church. Such an agreement shall be approved by probation authorities as may be necessary according to para. 3., above. The agreement shall be reviewed annually to validate on-going eligibility. Violation of the agreement by the offender shall be considered as grounds for immediate cancellation of the agreement.

The following additional considerations shall apply:

Victims in the congregation – In such case as the victim of a RSO (registered sex offender) is a member of the congregation, employee or is a client of other services provided by the congregation, the RSO shall not be permitted to attend the church or church activities.

Clergy-penitent privilege – “Clergy-penitent privilege” is a “Rule of Evidence” defining or limiting information which clergy may reveal in a court of law only. “Clergy penitent privilege” does not prevent clergy from informing the congregation of matters which may be relevant to their safety; it does not require clergy to hold information in secrecy.

Ordained clergy shall assume responsibility and take extraordinary care to understand the scope and limitations of clergy-penitent privilege in the State of Ohio, and the parameters of confidence and privilege as defined by our denomination. Authorized clergy shall inform the leadership of the church of the general principles of confidence and privilege under which (s)he performs his/her clerical duties.

In this regard, the G-4.0301-.0302 of the Book of Order states,

In the exercise of pastoral care, ministers of the Word and Sacrament and ruling elders who have been commissioned by a presbytery to limited pastoral service (G-2.10) work to create communities of trust, accountability, and confidentiality while protecting the vulnerable. Confidentiality creates safe and sacred space for individuals to share concerns, questions, and/or burdens and seek spiritual guidance. Confidentiality should not be an excuse to hold secret the knowledge or risk of harm especially when related to the physical abuse, neglect, sexual abuse of a minor or an adult who lacks mental capacity. Ministers of the Word and Sacrament and commissioned ruling elders shall hold in confidence all information revealed to them in the course of providing care and all information relating to the exercise of such care except:

When the person whose confidences are at issue gives express consent to reveal confidential information, then a minister of the Word and Sacrament or a commissioned ruling elder may, but cannot be compelled to, reveal confidential information, or when a minister of the Word and Sacrament or commissioned ruling elder reasonably believes that there is risk of imminent bodily harm to any person.

Any member of this church engaged in ordered ministry and any certified Christian educator employed by this church or its congregations, shall report to ecclesiastical and civil legal authorities knowledge of harm, or the risk of harm, related to the physical abuse, neglect, and/or sexual molestation or abuse of a minor or an adult who lacks mental capacity when (1) such information is gained outside of a confidential communication as defined in G-4.0301, (2) she or he is not bound by an obligation of privileged communication under law, or (3) she or he reasonably believes that there is risk of future physical harm or abuse.

Escorts (Accountability Partners) – Conditions of limited access for an RSO will commonly require that the offender have an escort while on the church premises or at church events elsewhere. A person serving as an escort shall not be a spouse, partner or relative of the offender.

Approval & Supervision –

With the advice and prior approval of the Church Board, a Limited Access Agreement with a Petitioner (known RSO) may be signed only by the Senior Pastor.

The Senior Pastor, in association with other “authorized clergy” and accountability partners (escorts), who shall be named in the Limited Access Agreement, shall be responsible for the general supervision of the Petitioner in all of the latter’s activity in relation to the church. Elements of supervision shall include the following:

- Knowledge of the terms of the Limited Access Agreement, including activity limitations placed upon the Petitioner.
- Knowledge of the Petitioner’s offense history sufficient to understand the risks of association with the church and its ministries.

- Willingness to assert activity limitations and to report any violation of restrictions placed upon the Petitioner.
- Willingness to intervene in any onset of a risky or problem behavior.
- Willingness to report all cases of non-compliance to the Senior Pastor.

The Senior Pastor shall assess, prior to selection, whether a proposed Accountability Partner is willing to fulfill the above elements of supervision.

Professional privacy – Members who are employed in certain occupations may have a statutory obligation to maintain privacy around the criminal history of their clients who may also be parishioners. Such members shall decline to accept leadership roles which may put them in a position of decision-making regarding individuals who may be their professional clients.

Juveniles – While the criminal record of a juvenile is ordinarily concealed by the courts, the church may come to know the juvenile's history by other means. Honest disclosure by a juvenile and parents in the volunteer application and screening process may reveal that a record exists without knowing the specifics. While a limited access agreement will be required for the juvenile, as for others, every precaution will be taken to preserve the privacy and confidentiality which the law affords a juvenile.

Limited Access Agreement for Cases of Convicted Sex Offenders

NOTICE: This agreement form is provided as a sample. In every instance the agreement must be customized to the circumstances of the individual parties, both the congregation and the individual petitioner. In all cases, consultation with an attorney and other behavioral professionals is strongly encouraged before setting the terms of any Limited Access Agreement.

This Limited Access Agreement is executed between:

First Presbyterian Church, referred to below as “we”, “the congregation” and “clergy”;

And

(Petitioner Name), referred to below as “you” and “your”

[Church Name] affirms the dignity and worth of all persons as expressed in our Welcome Statement. We are committed to being a religious community open to those who are in need of worshiping with us, especially in times of distress and serious personal troubles. However, based on your background, we have concerns about your contact with children and youth in our congregation. The following guidelines are designed to reduce the risk to both you and them of an incident or accusation. We welcome you to our congregation and our membership, but your participation will be limited to ensure the safety of our children and youth and to assure that you will not be subject to future accusations.

Within these guidelines, the congregation welcomes your participation in worship services, coffee hour, meetings, adult education, and all adult social events. Do not enter **[insert here areas of the church building or facilities where the person is not to go such as the playground, nursery, children’s education wing, etc.]**. You are to avoid all contact with children and youth on church property or congregation-sponsored events. This includes the following:

- Do not talk with children.
- Do not volunteer or agree to lead, chaperone, or participate in events for children and youth including such things as religious education classes, stories or talks for worship, youth group events, activities during intergenerational events, driving or otherwise transporting children and/or youth.
- You will remain in the presence of Accountability Partners who know your situation at all times. You must meet that person before coming onto church property (or before arriving at any church-sponsored event), remain with them at all times, and depart with them.
- If a child or youth in the congregation approaches you, either at church or in a community place, politely and immediately excuse yourself from the situation.
- Avoid being in the church, any church-owned building, or church-rented space at any time without an Accountability Partner present with you at all times.
- Do not ask for, seek access to, nor remove from the church any materials, files, directories, etc. listing members and friends of the church.
- We ask that you limit your time in coffee hour to about ten minutes.

As a part of this agreement, it is understood that you will have three (3) members of this congregation, approved by the clergy, who know thoroughly your history and are willing to serve as your Accountability Partners. You will be welcome on church property and at church-sponsored events but must be accompanied at all times by one of the Accountability Partners named below:

(Named Accountability Partner 1)

(Named Accountability Partner 2)

(Named Accountability Partner 3)

To engage your integration into the congregation and to assist you in maximizing your experience with the church it is agreed that you will meet on a bi-monthly basis with the Accountability Partners and a member of the clergy together or separately to discuss matters of mutual interest and concern. These meetings will also serve as an ongoing review of the implementation of this agreement.

Implementation of this agreement is based upon a review by the clergy of the most current supporting documents as follows:

- A statement from the court as to the nature of the conviction.
- A risk assessment from a qualified therapist.
- A report from a certified treatment provider indicating that you are not at too high a risk for recidivism.

Any change in the above must be reported immediately to a member of the clergy.

REASONS FOR EXCLUDING A PERSON FROM ALL CONGREGATIONAL ACTIVITIES INCLUDE, BUT ARE NOT LIMITED TO:

- Refusal to allow the clergy to contact the treatment provider and parole officer.
- Refusal to go for a risk assessment with a qualified therapist.
- Report by a treatment provider that the individual is at too high a risk for recidivism.
- Refusal to sign a Limited Access Agreement.
- Refusal to comply with the requirements of the Limited Access Agreement.

This agreement will remain in effect until/unless:

- You fail to honor the terms of the agreement, thus nullifying it.
- It is superseded by any policies and procedures put in place by the church's **[Committee Responsible for Child Protection Policies]** (hereafter "The Committee"). The Committee in consultation with the clergy is the body responsible for providing you with guidelines, support, and counsel for your participation in the life of the congregation.
- You, the clergy, and the Committee mutually agree to change the terms of this agreement.

ATTEST: I have reviewed the terms of the above limited access agreement and agree to abide by its provisions. Failure to honor its terms will result in my being denied access to church property and all church events.

Signature

Date

Petitioner Name

Address

WITNESS FOR THE CHURCH:

Signature

Date

Name

Church Official Title

[Congregation]
[Address]