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### Introduction

Hunt's Memorial United Methodist Church, (hereinafter referred to as "Hunt's") as a faith community, seeks to live out the highest ideals of its mission and witness in ministering to members of the church and community. In so doing, we have developed this *Safe Sanctuary Policy* to help us provide a safe environment which is conducive to the health, wholeness, safety, and spiritual well-being for all people, especially to the most vulnerable people of our society: children, youth, and vulnerable adults (hereinafter sometimes referred to collectively as "the vulnerable"). As people called Methodist, this is both a concern for us locally and the wider church in general. Below are excerpts from *The Book of Resolutions* which address the importance of this issue from a biblical and theological framework.

#### Reducing the Risk of Abuse in the Church

Jesus said, "Whoever welcomes a child . . . welcomes me" (Matthew 18:5). Children are our present and our future, our hope, our teachers, our inspiration. They are full participants in the life of the church and in the realm of God.

Jesus also said, "If any of you put a stumbling block before one of these little ones . . . it would be better for you if a great millstone were fastened around your neck and you were drowned in the depth of the sea" (Matthew 18:6).

Our Christian faith calls us to offer both hospitality and protection to the little ones, the children. The Social Principles of The United Methodist Church state that "children must be protected from economic, physical, emotional and sexual exploitation and abuse" (¶ 162V).

God calls us to make our churches safe places, protecting children, youth and the vulnerable from abuse, ritual or otherwise. God calls us to create communities of faith where children, youth, and adults grow safe and strong.<sup>1</sup>

#### Purpose

The purpose for Hunt's to establish this Safe Sanctuary Policy and the accompanying procedures which follow therein is to demonstrate our clear and unequivocal commitment to the physical safety and spiritual growth of our children, youth, and vulnerable adults.

<sup>&</sup>lt;sup>1</sup> *The Book of Resolutions of the United Methodist Church*, 2004, pp. 201-202

#### **Statement of Covenant**

Therefore, the community of faith of Hunt's pledges to conduct the ministry of the gospel in ways that secure the safety and spiritual growth of all of the vulnerable as well as all those workers with children and youth. We will follow reasonable safety measures in the selection and recruitment of workers; we will implement prudent operational procedures in all programs and events; we will educate all of our workers with the vulnerable regarding the use of all appropriate policies and methods (including first aid and methods of discipline); we will have a clearly defined procedure for reporting a suspected incident of abuse that conforms to the requirements of local, state, and federal laws; and we will be prepared for media inquiries if an incident occurs.

#### Conclusion

In all of our ministries with the vulnerable, Hunt's is committed to demonstrating the love of Jesus Christ so that each of the vulnerable will be "surrounded by steadfast love, . . . established in the faith, and confirmed and strengthened in the way that leads to life eternal" ("Baptismal Covenant II," *United Methodist Hymnal*, p. 44).

#### **Definition of Terms**

Adults

Persons 18 years old or older.

#### Children

Infants through age 11.

#### Youth

Children age 12 through 17.

### Sr. High Youth

Children age 16 through 17.

#### **Vulnerable Adults**

Those adults with diminished physical, mental or emotional capacities.

#### **Screening Forms**

Screening forms for use with volunteers are designed to assist in gaining information on persons who are applicants for working at Hunt's in programs with children, youth and vulnerable adults. Their use is designed to enhance the protection of those who participate in the program.

#### **Background Checks**

As with screening forms, background checks are designed to protect individuals involved in the programs offered by Hunt's to children, youth and vulnerable adults.

#### **Church Programs (as related to insurance)**

Hunt's is covered under its current liability policies for programs relating to children, youth and vulnerable adults as long as they are programs operated by Hunt's. Hunt's must have control over starting and stopping the operation, hiring or firing the employees, and the management of day-to-day operations. The decision to operate a program, as described above, should be a matter of record in the minutes of the Church Council or Board of Trustees of Hunt's. This will lay to rest the question of whether it is a Hunt's operated program or a non-church program that is using Hunt's premises, as non-church programs are not covered under the Church's insurance policy.

### Policy

#### 1. Safe Sanctuary Policy and Requirements of Hired Staff

#### **1.1. Hiring and Screening**

- **1.1.1.** All employees of Hunt's Memorial UMC will be hired by the Staff-Pastor Parish Relations Committee (SPPRC) and under the supervision of the Pastor, and will be accountable to them.
- **1.1.2.** All employees hired by Hunt's must complete the following forms: Employment Application and Authorization & Request for Background Check. The Employment Application (see appendix A) will require each applicant to provide three references who are not related to the applicant by blood or marriage. The Authorization & Request for Background Check form (see Appendix B) will be filled out by applicant to grant permission for Baltimore County Police/Sheriff to do background check and send results of check to the SPPRC.

#### 2. Safe Sanctuary Policy and Requirements for Volunteer Staff

**2.1.** All volunteers working with children, youth, and vulnerable adults must fill out the Volunteer Application Form (see Appendix C) and the Questionnaire for Sexual Misconduct (see Appendix D).

This policy shall take effect on March 17, 2010. Even persons serving as volunteers prior to the effective date shall be required to complete both screening forms.

2.2. Volunteers shall have been regular attendees of Hunt's before being allowed to lead such

programs. Volunteers who are new to Hunt's shall provide a pastoral reference as one of the references included on the screening form. If the volunteer is a new Christian who cannot provide a pastoral reference, he or she will volunteer under supervision for six months.

### 3. Handling of Screening Forms and Background Checks

- **3.1.** Shall be reviewed by the Chairperson of SPPRC, the supervisor of the prospective employee and the Pastor
- **3.2.** Shall be kept in the confidential personnel files of Hunt's both during and after termination of employment.
- **3.3.** Personal references will be investigated by the Pastor of Hunt's and kept in the confidential personnel files of Hunt's.

#### 4. Safe Sanctuary Policy and Guidelines for Staff Training

- **4.1.** All employees and volunteer leaders who work with the vulnerable will participate in professional training, beginning with the first year of service.
- **4.2.** Training may be conducted in separate sessions, or may be part of regularly-scheduled training for employees. Additional awareness about Hunt's Safe Sanctuary Policy will be made available for all church members so that our church body may be a part of a conscientious effort to secure and maintain a safe environment for all children, youth, vulnerable adults and staff. (see Section 8)

#### 5. Safe Sanctuary Policy and Practices for Safe Ministry

#### 5.1. The Two Adult Rule

- **5.1.1.** Two adults (preferably who are not related) should be on site at all times during any church-sponsored program, event or ministry involving the vulnerable. (This will include our <del>nursery,</del> Sunday School classes, music programs, youth programs, and any other programs where children, youth and/or vulnerable adults are present, including off-site events.)
- **5.1.2.** Two adults or Sr. High Youth (preferably who are not related) should be on site at all times during any church-sponsored program, event or ministry involving the vulnerable in the nursery.

#### 5.2. Roving Adult

- **5.2.1.** In addition to the two-adult rule, classrooms or child care rooms may be visited without prior notice by church staff, parents or volunteer church workers.
- **5.2.2.** During children/youth activities where children are grouped into various classrooms, an adult will visit classrooms during activities for supervision and to provide assistance to classroom volunteers.

#### 5.3. One-On-One Counseling

**5.3.1.** Counseling of a child/youth will occur in public areas when feasible. When that is not feasible, counseling will occur in an environment with an open door or where the room is visible to general traffic. For example, rooms with an interior window where activities within the room can be observed from the hall are acceptable environments for meeting one-on-one with the vulnerable. Rooms like basements, garages, cars, etc. are not suitable environments for meeting with the vulnerable on a one-on-one basis.

#### 5.4. "Five-Years-Older" Rule

- **5.4.1.** All volunteers recruited to work with children and youth must be over the age of 18 and at least five years older than the children/youth that they will be working with, if in a lead capacity.
- **5.4.2.** All volunteers and staff recruited to work in the nursery must be over the age of 15, if in a lead capacity.

#### **5.5. Advance Notice to Parents**

**5.5.1.** Prior to any off-site event, Hunt's will give parents an advanced notice with full information about the event detailing the events in which children and/or youth will be participating. Parents must give permission for their children and/or youth(s) to participate in the off-site event by filling out the Event Permission Agreement (see Appendix E) and sending the form back to the appropriate leader representative of the said event, prior to the event. If the child or youth does not return a signed and completed form, he or she cannot attend the event.

#### 6. Safe Sanctuary Policy and Outside Groups Facility Use

**6.1.** Outside groups that use the facility and that work with the vulnerable must complete and sign the Indemnification Agreement Form (see Appendix F). Such outside groups must also require all those who work with the vulnerable to complete and sign the Sexual Abuse and

Molestation Prevention Policy (see Appendix D) or must provide a statement attesting that all those who work with the vulnerable have been screened and asked questions equivalent to those on the Policy. The Trustees are responsible for coordinating with outside groups and ensuring they comply with this requirement.

# 7. Procedures for Reporting and Responding to Complaints of Sexual Misconduct/Abuse/Harassment

- **7.1.** Any accusation of abuse or neglect of any of the vulnerable committed by a staff person must be put in writing on the Incident Report Form (see Appendix G) and immediately given to the Pastor (unless the accusation is against him/her in which case it shall be immediately given to the SPPRC Chairperson who will immediately inform the District Superintendent). If the Pastor is not present, the completed Incident Report Form should be given to the SPPRC Chairperson during the Pastor's absence who will then immediately contact the Pastor.
- **7.2.** Upon notification of the accusation of abuse by a staff member, the Pastor will immediately comply with current State of Maryland Law in regards to reporting it to law enforcement authorities and/or Child Protective Services. He/she will then immediately inform the staff person that he/she is on immediate suspension and to cease and desist all of his/her duties and that he/she is to have no contact with the accuser and victim and their respective families.
- **7.3.** The Pastor will then call an emergency meeting to inform the SPPRC as well as inform the District Superintendent of the accusation.
- **7.4.** It shall be the Responsibility of the SPPRC to do the following:
  - **7.4.1.** Assure that Hunt's is in compliance with all reporting requirements to both the State of Maryland and The Baltimore/Washington Annual Conference and, if necessary, obtain Legal Counsel. It shall notify the Chair of the Trustees who will notify Hunt's insurance carrier.
  - **7.4.2.** The SPPRC will determine the accused staff person's status as to whether he/she is to be on paid or unpaid suspension, but in no case will allow him/her to return to work until after a full and satisfactory outcome of the investigation. Every effort will be made to provide reasonable care for the staff person and his/her family without compromising the investigation and in all cases the SPPRC will be bound by the intent of the Safe Sanctuary Policy.
  - **7.4.3.** The SPPRC will designate a spokesperson for Hunt's who will be the only person

allowed to speak for Hunt's to any media inquiries. Before issuing any statements, the spokesperson should become familiar with church's Safe Sanctuary Policy. The SPPRC will also have a spokesperson to prepare a written statement for the entire congregation about the accusation and Hunt's response, but without giving unnecessary details, placing blame, interfering with the privacy of the parties involved, or violating any confidentiality concerns.

- **7.5.** Hunt's response to an accusation of abuse by a volunteer shall be the same as its response to an accusation against any employee as outlined in 7.1, 7.2, 7.3, and 7.4 above.
- 7.6. Under Maryland law (Fam. Law § 5-704 and § 5-705) and The Book of Discipline of the United Methodist Church, (¶ 341. 5) reporting is mandatory for all workers, including clergy. There is no obligation (or ability) to maintain the confidentiality of communications which indicate that child abuse or neglect has occurred.
- 8. Safe Sanctuary Policy and Continuing Education of Congregation and Staff
  - **8.1.** The Safe Sanctuary Policy will be kept both in the Sunday School Rooms and Hunt's Office.
  - **8.2.** Hunt's will provide packets with forms for all employees and volunteers with documents that they are required to complete. We will also maintain an active locked file for all completed documents for church workers at Hunt's Office.
  - **8.3.** We will develop and promulgate a protocol for educating new volunteers and existing volunteers about the importance of the Safe Sanctuary Policy by doing the following:
    - a) inviting speakers to address the importance of safe sanctuaries
    - **b)** recognizing the Safe Sanctuary Policy in bulletin, the Point (newsletter) and website
    - **c)** provide the Safe Sanctuary Document to be distributed to all groups that use Hunt's facilities.

| ppendix A EMPLOYMENT APPLICATION |                  |                                      |  |
|----------------------------------|------------------|--------------------------------------|--|
| Name:                            |                  |                                      |  |
| Last                             | First            | Middle                               |  |
| Are you over the age of 18?      | □ Yes            | □ No                                 |  |
| Present Address:                 |                  |                                      |  |
| City/State/Zip:                  |                  |                                      |  |
| Phone: (H)                       |                  | (C)                                  |  |
| Position applied for:            |                  |                                      |  |
| Date you are available to star   | t:               |                                      |  |
| Qualifications:                  |                  |                                      |  |
| Academic achievements: (Sch      | nools attended,  | degrees earned, dates of completion) |  |
|                                  |                  |                                      |  |
| Continuing education comple      | ted: (Courses t  | aken dates of completion)            |  |
| continuing culcution comple      |                  |                                      |  |
|                                  |                  |                                      |  |
| Professional organizations: (I   | List any in whic | h you have membership)               |  |

First aid training?
Yes
No

CPR training?
Yes

Ves
No

Date Completed:
Expiration Date:

Date Completed:
Expiration Date:

Adopted:

03/17/2010

Last Revised:
06/19/2013
Page 8

**Previous Work Experience:** Please list your previous employers from the past five years. Include the job title, a description of position duties and responsibilities, the name of the company/employer, the address of company/employer, the name of your immediate supervisor, and the dates you were employed in each position.

**Previous Volunteer Experience:** Please list any relevant volunteer positions you have held and list the duties you performed in each position, the name of your supervisor, the address and phone number of the volunteer organization, and the dates of your volunteer service.

Have you ever been convicted of or pled guilty to a crime, either a misdemeanor or a felony (including but not limited to drug-related charges, child abuse, other crimes of violence, theft, or motor vehicle violations?

If yes, please explain:

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**References**: Please list three individuals who are not related to you by blood or marriage as references. Please list people who have known you for at least three years.

| Name:                                    |
|--|
| Address:                                 |
| Daytime phone:                           |
| Evening Phone:                           |
| Length of time you have known reference: |
| Relationship to reference:               |
|  |
|  |
| Name:                                    |
| Address:                                 |
| Daytime phone:                           |
| Evening Phone:                           |
| Length of time you have known reference: |
| Relationship to reference:               |
|  |
|  |
| Name:                                    |
| Address:                                 |
| Daytime phone:                           |
| Evening Phone:                           |
| Length of time you have known reference: |
| Relationship to reference:               |

#### Waiver and Consent:

I, the undersigned applicant \_\_\_\_\_\_\_, hereby certify that the information I have provided on this application for employment is true and correct. I authorize Hunt's Church to verify the information I have provided on this application by contacting the references and employers I have listed, by conducting a criminal background check, or by other means, including contacting others whom I have not listed. I authorize the references and employers listed in this application to give you whatever

information they may have regarding my character and fitness for the job for which I have applied. Furthermore, I waive any rights I may have to confidentiality.

In the event that my application is accepted and I become employed by Hunt's, I agree to abide by and be bound by the policies and procedures of Hunt's and to refrain from inappropriate conduct in the performance of my duties on behalf of Hunt's.

I have read this waiver and the entire application, and I am fully aware of its contents. I sign this consent freely and under no duress or coercion.

| Signature of Applicant | Date |
|------------------------|------|
|                        |      |
| Witness                | Date |

Adopted: 03/17/2010 Last Revised: 06/19/2013

### Appendix B AUTHORIZATION for CRIMINAL RECORDS CHECK

Employees and volunteers working directly with or responsible for youth or vulnerable adults, must have a criminal background check with the Maryland Criminal Justice Information System and be fingerprinted with the FBI. Please download the Lifescan Pre-Registration Application from our website or get one from the church office and take the completed form to any authorized Commercial Fingerprinting Service Provider. A list of Maryland authorized Commercial Fingerprinting Service Providers can be found on the Department of Public Safety & Correctional Services website, <a href="http://www.dpscs.maryland.gov/publicservs/fingerprint.shtml">http://www.dpscs.maryland.gov/publicservs/fingerprint.shtml</a>

Hunt's Church will reimburse the approximate \$55 fee for the criminal background check and fingerprinting service.

### Appendix C VOLUNTEER QUESTIONNAIRE

| Name:                                   |                   |                         |  |
|---|-------------------|-------------------------|--|
| Address:                                |                   |                         |  |
| Daytime phone:                          | Ev                | ening Phone:            |  |
| Email address:                          |                   |                         |  |
| Occupation:                             |                   |                         |  |
| Employer:                               |                   |                         |  |
| Previous volunteer experience:          |                   |                         |  |
| Special interests, hobbies, and skills: |                   |                         |  |
| How many hours per week are you avail   | lable to volunte  | er?                     |  |
| Days                                    | _Evenings         | Weekends                |  |
| Do you have a valid driver's license?   | □ Yes             | □ No                    |  |
| Do you have your own transportation?    | □ Yes             | □ No                    |  |
| Do you have liability car insurance?    | (list policy limi | ts and name of carrier) |  |
| Why would you like to volunteer as a wo | orker with child  | ren and/or youth?       |  |

What qualities do you have that would help you work with children and/or youth?

| Would   | vou be available for | periodic Safe Sanctuar | y volunteer training sessior | ns? 🗆 Yes | 🗆 No |
|---------|----------------------|------------------------|------------------------------|-----------|------|
| would . | you be available for | periouic suic suictuur | y volunteer training session |           |      |

Have you ever been convicted of a serious crime since your eighteenth birthday when you were represented by counsel or waived your right to counsel? (This information, if any, will be kept confidential.)

If yes, please explain fully:

**References:** Please list two personal references (people who are not related to you by blood or marriage) and provide a complete address and phone information for each. References are confidential.

| Name:                      |
|----------------------------|
| Address:                   |
| Daytime phone:             |
| Evening Phone:             |
| Email address:             |
| Relationship to reference: |
| Name:                      |
| Address:                   |
| Daytime phone:             |
| Evening Phone:             |
| Email address:             |
| Relationship to reference: |

Signature of applicant:

### **Appendix D SEXUAL ABUSE & MOLESTATION PREVENTION POLICY**

Hunt's Memorial United Methodist Church does not permit or allow sexual abuse or molestation to occur in the workplace or at any activity sponsored by or related to it. In order to make this "zero— tolerance" policy clear to all employees, volunteers and staff members, we have adopted mandatory procedures that employees, volunteers, family members, board members, individuals and victims must follow when they learn of or witness sexual abuse or molestation.

Sexual abuse takes the form of inappropriate sexual contact or interaction for the gratification of the actor who is functioning as a caregiver and is responsible for the patient's or child's care. Sexual abuse includes sexual assault, exploitation, molestation or injury. It does not include sexual harassment, which is another form of behavior which is prohibited by Hunt's Memorial United Methodist Church.

#### **Reporting Procedure**

All staff members who learn of sexual abuse being committed must immediately report it to the pastor. If the victim is an adult, the abuse will be reported by this designee to the local or state Adult Protective Services (APS) Agency. If a child is the victim, the designee will report it to the local or state Child Abuse Agency. Appropriate family members of the victim must be notified immediately of suspected child abuse.

#### **Investigation & Follow Up**

We take allegations of sexual abuse seriously. Once the allegation is reported we will promptly, thoroughly and impartially initiate an investigation to determine whether there is a reasonable basis to believe that sexual abuse has been committed. Our investigation may be undertaken by either an internal team or we may hire an independent third party. We will cooperate fully with any investigation conducted law enforcement or regulatory agencies and we may refer the complaint and the result of our investigation to those agencies. We reserve the right to place the subject of the investigation on an involuntary leave of absence or reassigning that person to responsibilities that do not involve personal contact with individuals or students. To the fullest extent possible, but consistent with our legal obligation to report suspected abuse to appropriate authorities, we will endeavor to keep the identities of the alleged victims and investigation subject confidential.

If the investigation substantiates the allegation, our policy provides for disciplinary penalties, including but not limited to termination of the actor's relationship with our organization.

There are a number of "red flags" that suggest someone is being sexually abused. They take the form of physical or behavioral evidence.

Physical evidence of sexual abuse includes, but is not limited to:

- Sexually transmitted diseases;
- Difficulty walking or ambulating normally;
- Stained, bloody or torn undergarments;
- Genital pain or itching; and
- Physical injuries involving the external genitalia.

Adopted: 03/17/2010 Last Revised: 06/19/2013

Behavioral signals suggestive of sexual abuse include, but are not limited to:

- Fear or reluctance about being left in the care of a particular person;
- Recoiling from being touched;
- Bundling oneself in excessive clothing, especially night clothes;
- Discomfort or apprehension when sex is referred to or discussed; and
- Nightmares or fear of night and/or darkness.

#### **Retaliation Prohibited**

We prohibit any retaliation against anyone, including an employee, volunteer, board member, student or individual, who in good faith reports sexual abuse, alleges that it is being committed or participates in the investigation. Intentionally false or malicious accusations of sexual abuse are prohibited.

Anyone who improperly retaliates against someone who has made a good faith allegation of sexual abuse, or intentionally provides false information to that effect, will be subject to discipline, up to and including termination.

#### ACKNOWLEDGMENT OF RECEIPT OF SEXUAL ABUSE POLICY

I, \_\_\_\_\_\_, acknowledge that I have received and read the sexual abuse policy immediately preceding my signature below. I understand that I am bound to follow the policy and understand the consequences in the event that I fail to do so.

Dated: \_\_\_\_\_

#### Printed Name of Employee/Volunteer

Signature

Date(s) of Annual Review(s) (employee/volunteer to write date in his/her own handwriting) (Add additional sheets if necessary).

| 1. | 4. | 7. |
|----|----|----|
| 2. | 5. | 8. |
| 3. | 6. | 9. |

### Appendix E EVENT PERMISSION AGREEMENT

Your child will be attending the following event sponsored by Hunt's Memorial United Methodist Church. Please fill out this form with the appropriate information, along with signature. If you don't return a signed and completed form, you cannot attend the event.

| Name of Event:                    |                                  |  |
|-----------------------------------|----------------------------------|--|
| Date(s):                          |                                  |  |
| Start Time:                       |                                  | End Time:                                      |
| Location:                         |                                  |  |
| Cost:                             |                                  |  |
| Transportation:                   |                                  |  |
| Notes:                            |                                  |  |
|                                   |                                  |  |
|                                   |                                  |  |
|                                   |                                  |  |
| Please return this permission sli | p by:                            |  |
| Enclosed is \$ to<br>UMC)         | o cover the cost of the trip. (E | Exact cash or check payable to Hunt's Memorial |

By signing below, you are agreeing that in case of an emergency, Hunt's Memorial UMC leaders have your permission for your child to receive medical treatment.

Is your child covered by personal/family medical insurance?

| (If yes, please provide a copy of you |                |      |  |  |
|---------------------------------------|----------------|------|--|--|
| Name of Insurance Carrier:            | Policy Number: |      |  |  |
| Is your child taking medication?      | □ Yes          | □ No |  |  |
| If yes, please specify:               |                |      |  |  |
|                                       |                |      |  |  |
| Is your child allergic to anything?   |                |      |  |  |
| If yes, please specify:               |                |      |  |  |
|                                       |                |      |  |  |
|                                       |                |      |  |  |
| In case of an emergency, please con   | tact:          |      |  |  |
|                                       |                |      |  |  |
|                                       |                |      |  |  |
| Name of child:                        |                |      |  |  |
| Name of Parent:                       |                |      |  |  |
| Home Phone:                           |                |      |  |  |
| Cell Phone:                           |                |      |  |  |
| Work Phone:                           |                |      |  |  |

By signing below, you are a) giving permission for your child to attend the above described event, b) acknowledging and accepting the risk of property damage, personal injury and any and all other damages of any kind or nature associated with your child's participation in such event, c) accepting personal

financial responsibility for any such damage or injury and d) agreeing to hold Hunt's Memorial UMC, its affiliates and its representatives harmless from any and all claims, demands, costs, expenses, liabilities, judgments, sums of money, actions, and causes of action of whatever kind and nature associated with your child's participation in such event, including, without limitation, those predicated upon negligence.

| Parent/Guardia | n Signature: |      |      |
|----------------|--------------|------|------|
| Printed Name:  |              | <br> | <br> |
| Date:          |              |      |      |

### Appendix F INDEMNIFICATION AGREEMENT FORM

#### WHEREAS, HUNT'S MEMORIAL UNITED METHODIST CHURCH ("Church"), has allowed

"Organization" to use certain of its facilities located at the corner of West Joppa Road and Old Court Road "*The Point*" in Riderwood, Maryland 21139 (the "Campus");

WHEREAS, The Organization desires to use said Campus Facilities on a one-time or repetitive basis;

**NOW, THEREFORE** for and in consideration of the Church's allowing the Organization to use Church's Campus facilities on a one-time or repetitive basis:

Organization hereby indemnifies, releases, discharges, and holds Church, the Baltimore-Washington Conference of the United Methodist Church, and all their respective officers, directors, trustees, employees, clergy, volunteers and agents harmless from and against any and all actions, claims and/or damages arising from the Organization's use of Church's Facilities.

Organization hereby represents that it has been provided with a copy of Church's Safe Sanctuary Policy for the prevention of abuse of children, youth, and vulnerable adults, and that it will adhere to all rules, policies, and procedures set forth therein as appropriate for Organization's activity.

Organization hereby agrees that, in the event that Organization is notified of, or should have knowledge of, any action, claims, and/or damages covered by this Indemnification Agreement, it shall promptly notify Church's Pastor in writing, and Organization shall immediately assume the cost of defense of such actions, claims, and/or damages.

| Executed this      | day of | _, 20 |
|--------------------|--------|-------|
|                    |        |       |
| Organization Name: |        |       |
|                    |        |       |
| By:                |        | -     |
| (Signature)        |        |       |
| Printed Name:      |        |       |
|                    |        |       |
| Title/Position:    |        |       |

### Appendix G INCIDENT REPORT FORM

1. Name of person who observed, or received a report of, alleged abuse or neglect:

2. Date/time/place of person's observance or receipt of report:

- 3. Name of person who had initial conversation with the child, youth, or vulnerable adult concerning alleged abuse or neglect (hereinafter "Vulnerable"):
- 4. Date/time/place of initial conversation with the Vulnerable:
- 5. Vulnerable's Name:
- 6. Vulnerable's Age/Date of birth: \_\_\_\_\_
- 7. Vulnerable's Address:
- 8. Mother's Name: \_\_\_\_\_
- 9. Mother's Address (if different from Vulnerable's):

10. Father's Name:

11. Father's Address (if different from Vulnerable's):

12. Name and Address of any other individual responsible for the care of the Vulnerable:

| •                     |                        |   |              |  |
|-----------------------|------------------------|---|--------------|--|
| -                     | ccused to Vulnerabl    | e:<br>□ family member                                 | $\Box$ other |  |
| Bo specific:          |                        |   |              |  |
| be specific           |                        |   |              |  |
| 16. Specific nature a | nd extent of injury, a | abuse or failure to provi<br>on concerning possible p |              |  |
| 16. Specific nature a | nd extent of injury, a | abuse or failure to provi                             |              |  |
| 16. Specific nature a | nd extent of injury, a | abuse or failure to provi                             |              |  |

17. Any other information that might aid in establishing the cause of injury, assist identifying the individual(s) responsible for the abuse or neglect, or relate to the identification of risk: i.e., witnesses, signs of physical abuse.

Signature of person filling out report:

Printed name: \_\_\_\_\_

Date: \_\_\_\_\_

### Appendix H Addendum to Safe Sanctuary Policies

Maryland, the District of Columbia and West Virginia all maintain registries of sex offenders, which attempt to list all persons residing anywhere in those jurisdictions who have been convicted by a court of law of any of a very wide variety of sexual offenses. The registry in all three jurisdictions is available for public review and may be searched online at (1) http://www.dpscs.state.md.us/sorSearch, for Maryland; (2) http://sexoffender.dc.gov, for the District of Columbia; and (3) https://apps.wv.gov/ StatePolice/SexOffender/Forms, for West Virginia. Contrary to popular belief, these Sex Offender Registries are *not* limited to listing convicted "pedophiles," which, strictly speaking, describes persons with a primary sexual interest in prepubescent children aged 13 or younger. Rather, the Registries include sex offenders whose victims, depending on the crime, may include minors as old as 17 years of age or even adults. From time to time, a local church pastor or church leader learns that a member, or any person who regularly frequents church premises for worship or other reasons, is a registered sex offender. When that happens, and even while resolutely affirming every person's need to be part of a faith community and receive redemption, we hold in balance the imperative to do all we can to keep all our parishioners safe, especially (but not only) our children and youth. To that end, in striving to maintain an environment of love and safety for all, we believe the congregation's process for responding to such information should include the following components:

- 1. Maintenance of List: The Staff Parish Relations Committee should establish and maintain a list of registered sex offenders who are members of the church, attend worship or are otherwise known to visit the church premises (buildings or grounds) on one or more occasions. The pastor and the chair of the SPRC will ensure that this list is updated in the following manner:
  - a. at least twice a year, by making a reasonably delineated geographical and name searches of the online version of the registry maintained for the jurisdiction in which the church is located, and
  - b. whenever it is brought to the attention of the pastor or the SPRC that another church member or visitor has become a registered sex offender. A current copy of the list will be delivered to the District Superintendent as soon as it is first prepared and whenever the list is updated.
- 2. Meeting and Covenant with the Registrant: Upon learning that a member or visitor is a registered sex offender, the pastor and the Chair of the SPRC chair, or another member of the SPRC designated by the Chair, will have an in-person meeting with the registered person (Registrant) and another adult of the Registrant's choosing to discuss the procedures the congregation will follow in order to allow the Registrant to continue to participate in the life of the congregation or visit the church premises for any purpose. During that meeting, the pastor and SPRC representative will:
  - a. indicate that they have been made aware of the person's name on the registry;
  - b. summarize the congregation's principles and guidelines in such situations, as

outlined here and in the attached "Covenant Letter";

- c. explain and emphasize the importance of the "Designated Attendant" policy (as described below), both for the safety and well-being of the church community, and the well-being of the Registrant as well;
- d. provide the Registrant with a Covenant Letter, signed by the pastor and the SPRC Chair, substantially in the form attached hereto; and
- e. explain that the Covenant Letter must be counter-signed (in front of a witness), dated and returned to the pastor before the Registrant can be allowed to return to the church premises.
- 3. "Designated Attendants": Registrants should not be allowed in any church building or anywhere on church grounds, unless they are accompanied by an adult member of the congregation that has been approved by the SPRC to serve as a Designated Attendant for registered sex offenders.
  - a. A list of Designated Attendants for registered sex offenders shall be maintained by the Chair of the SPRC.
  - b. Each Registrant shall be given the names and telephone numbers of two or more Designated Attendants they can contact to accompany them when they visit the church.
  - c. A Designated Attendant must be present to meet the Registrant in the church parking lot, or at another safe and well-lighted outdoor location, when the Registrant arrives at the church's property. The Designated Attendant must physically accompany the Registrant at all times while the is within any church buildings or anywhere on church grounds.
  - d. It is the Registrant's responsibility to arrange to have a Designated Attendant present when they arrive at the church property. If a Designated Attendant does not appear for any reason, the Registrant may not enter any church building and may not stay on the church grounds.
  - e. No person that is related to the Registrant by birth, adoption or marriage may serve as their Designated Attendant.
  - f. The SPRC will have the responsibility of securing designated attendants for others. In the event that a time arises and no buddy is available, the person may not stay on the grounds of the church buildings.
  - g. The Designated Attendant requirement must remain in place for as long as the Registrant remains on the Sex Offenders Registry.
- 4. Exceptions: There should be no exceptions to these policies and procedures except on a case-by-case basis, and then only if (a) written approval is obtained from both the pastor and the SPRC, and (b) advance written notice of the exception, and an explanation of the reasons therefor, is provided to the District Superintendent fourteen (14) days before the proposed exception is to go into effect and the District Superintendent thereafter indicates in writing that there is no objection to allowing the exception. District Superintendents must:
  - a. Maintain copies of each congregation's list of registered sex offenders.

- b. Provide all congregations with clear instructions and guidance on preparing their lists of registered sex offenders, updating them bi-annually, and providing a current list to the District Superintendent every January.
- c. Provide regional training for clergy and Staff Parish Relations Committees in 2012 and ask congregations to review the DVD every year.
- d. In 2012, review the safe sanctuary policies of the congregation and introduce this practice as an addendum that congregations can add to their policies.

### Appendix ICovenant Letter for Registered Sex Offender

Dear \_\_\_\_:

It has come to our attention that you are listed on the Sex Offender Registry for **[Maryland] [the District of Columbia] [West Virginia]**. As a church family, we affirm every person's need to be part of a faith community such as ours, but we hold in balance the imperative to all we can to keep all our parishioners safe in body and spirit.

Under these circumstances, your participation in the life of the Hunt's Memorial United Methodist Church, or your presence on church premises, requires that a written and binding covenant be made – between you and the church – to adhere to the guidelines outlined below. By making this covenant and remaining faithful to it, without exception, we are hopeful that the pastor, the staff, and the congregation can be of assistance to you, and that the church will, in turn, benefit from your presence and participation in the church's ministry. Each of us is in need of the mercy and grace God offers.

The terms of the covenant are as follows:

- 1. Any time you are on the campus of the church, you must be accompanied by a "Designated Attendant." There will be at least two people who will be available to act as a Designated Attendant for you. The names and telephone numbers of those who have agreed to act as a Designated Attendant are listed at the bottom of this letter. You should make contact with one of them prior to coming to the campus on each occasion. One of these Designated Attendants must be present to meet you at your car in the church parking lot and be in your company at all times while you are on the campus of the church. This includes accompanying you to the restroom. The Designated Attendant will accompany you to your car at the time you leave the campus.
- 2. You cannot serve in any positions of leadership or teaching until further notice.
- 3. You agree to allow the pastor or her/his designee to contact any law enforcement, probation officer or other governmental official but not your attorney or any health care provider in order to request or obtain information that the pastor believes may be of assistance in ministering to you or to the congregation or others in the church community. By signing this letter you agree that the law enforcement, probation officer or other governmental official may share any information with the pastor or her/his designee, and you release that person and their organization or employer from any liability as a result of releasing this information. This authorization and release specifically includes, without limitation, any information, written or verbal, the law enforcement, probation officer or other governmental official has obtained concerning medical, psychological and psychiatric conditions or treatment.
- 4. You agree to meet and consult with the pastor upon her/his request for the purpose of providing assistance to you or for the protection and security of the congregation or others in the church community.

5. You understand and agree that the pastor and SPRC must keep other church staff and members apprised of your status and the guidelines agreed upon.

We trust you understand the reasons for these requirements. If so, and if you are committed to keeping this covenant, please sign and date this letter in the space provided below. If you cannot or are unwilling to do so, we regret that we cannot allow you to visit church premises again for any reason.

Please know that we are praying for you and for ourselves as we locate and follow an appropriate path for moving forward in faith. We look forward to what God will do in your life and in the lives of all members of this congregation and those who seek to participate in its ministries. Sincerely,

Pastor

Chair, Staff Parish Relations Committee

The Designated Attendants to be called any time you plan to come to the campus of the church are:

| 1  | Tel no  |
|----|---------|
| 2  | Tel no  |
| 3. | Tel no. |

I have read the above letter and agree to abide by the mandatory guidelines contained in the letter.

Date:\_\_\_\_\_

Witness:\_\_\_\_\_

Name