Church Attendance Policy
for
Convicted Sex Offenders

Potomac Conference Corporation
Of Seventh-day Adventists
606 Greenville Ave
Staunton, Va
540-886-0771
www.pcsda.org

We exist to grow healthy disciple-making churches
TABLE OF CONTENTS

Introduction

Conditions For Convicted Sex Offenders To Attend Church

Accountability Partner Requirements

Sample of Church Attendance Agreement For Convicted Sex Offenders

Adventist Risk Management Article, Solutions: Sex Offenders in Church

Voted, Executive Committee, 03-29-11
Introduction

It is the moral and legal responsibility of every congregation within the territory of the Potomac Conference of Seventh-day Adventists to take reasonable steps to provide a safe environment for its members in regards to inappropriate sexual behaviors/advances during church activities. These church activities include regularly scheduled events as well as less formal social activities. While we desire to afford a spiritual ministry to sexual offenders, it is imperative that our churches take reasonable steps to provide all of our members and guests a safe and secure environment while on church premises or while participating in church activities.

As Seventh-day Adventists, we believe that spiritual health is attainable for all individuals and our hope and prayer is that we will all “grow in the grace and knowledge of our Lord and Savior Jesus Christ.” (2 Peter 3:18). As long as a person with a history of one or more sexual offenses remains honest and committed to God and to others, the local church should encourage him or her to move toward treatment and recovery and should commit its support as they continue.

The church should commit to providing a network of individuals who will hold the convicted sex offender accountable as he/she grows a relationship with Jesus Christ. If a congregation is too small and is not able to provide this support or comply with this policy, the convicted sex offender should be referred to another congregation that is able to provide support and protection as set out herein, after consultation with the Potomac Conference.

Churches ministering to convicted sex offenders should have church board members, elders, deacons and accountability partners receive appropriate training. If the Potomac Conference is not able to provide such training, it may refer such committees to one or more community groups or government organizations.

If the person in question has not been convicted of sexual misconduct but is known to have offended, the church leadership should consult with the Potomac Conference for guidance and appropriate levels of restrictions and supervision.

FOR MORE INFORMATION OR ASSISTANCE CONTACT:
Vice President for Administration
Potomac Conference
606 Greenville Avenue
Staunton, VA 24401
540-886-0771
Conditions for Convicted Sex Offenders to Attend Church

The _________________________ Church recognizes that church attendance may be helpful for some convicted sex offenders seeking healing and recovery. Great care must be exercised, however, in allowing convicted sex offenders to attend church because they have a criminal history of victimizing individuals. Those who have committed a sexual crime, and who meet the criteria listed in this document, must follow these guidelines in order to attend church.

I. Before a convicted sex offender can attend church

A. All convicted sex offenders wanting to attend the _________________________ Church must contact the Church Pastor or Head Elder prior to attending church.

1. The offender must report that he/she committed a sexual offense and disclose the nature of that offense.

2. The offender must complete and sign a background release consent form authorizing a background check. (See attached form) The Potomac Conference is willing to process this background check. The fee for the criminal history background check is $32.00. There is an additional $12.00 fee charged depending on the number of states checked.

3. If the convicted sex offender is required to register with the state, he/she must show proof of compliance.

B. All convicted sex offenders will be expected to have and meet with a certified sex offender treatment therapist.

C. All convicted sex offenders must have an individualized contract agreement detailing the requirements for the offender to follow while attending all church functions.

1. A convicted sex offender under community supervision will be required to:

   a. Meet with a certified sex offender treatment therapist, his/her Community Corrections Officer (CCO), Risk Management Specialist (if applicable) and the local Church Board to determine the kinds of involvement that would be appropriate and to develop an individualized contract agreement.

   b. Sign the individualized contract agreement, along with a certified sex offender treatment therapist, CCO, the Risk Management Specialist (if applicable), and the Church Pastor or Head Elder.

   c. Renew the individualized contract agreement every year with a certified sex offender treatment therapist, CCO and the local Church Board

2. A convicted sex offender not on community supervision will be required to:

   a. Meet with a certified sex offender treatment therapist and the local Church Board to determine the kinds of involvement that would be appropriate and to develop an individualized contract agreement.
b. Sign the individualized contract agreement, along with a certified sex offender treatment therapist and Church Pastor or Head Elder.

c. Renew the individualized contract agreement every two years with a certified sex offender treatment therapist and the local Church Board, or as determined by the certified sex offender treatment therapist.

D. If accountability partners are required in the individualized contract agreement, suitable accountability partners must be identified, screened and approved by the local Church Board.

1. Approved accountability partners are not to be close family members (except on rare occasions).

2. Full disclosure of the crime and nature of the sexual offense must be provided to the approved accountability partners.

3. Clear expectations will be given to accountability partners concerning their supervision of the offender.

II. Convicted sex offenders prohibited from attending the __________________________ Church

A. Because the __________________________ Church wants to be sensitive to and protective of victims and potential victims of sexual abuse or assault, convicted sex offenders will be prohibited from attending the __________________________ Church for the following reasons:

1. If a victim of the convicted sex offender attends the ________________.

2. If the convicted sex offender has a history of not following established contract agreements with other churches.

3. The convicted sex offender does not follow all of the guidelines and conditions of this document and the approved contract agreement.

III. Church attendance

A. The individualized contract agreement must be followed at all times. Failure to follow this contract will result in not being allowed to attend church.

B. A convicted sex offender may not serve or be put in a leadership position in the church.

IV. Notification of convicted sex offenders attending church

A. As long as there is a well established church attendance policy for convicted sex offenders, and the local church board as well as church elders and deacons have been made aware that a convicted sex offender is attending church, and the church has complied with all the requirements set forth in this policy, there is no need to notify the church membership.
ACCOUNTABILITY PARTNER REQUIREMENTS

**DEFINITION OF AN ACCOUNTABILITY PARTNER:** For the purposes of this agreement an Accountability Partner shall be a mature adult of the same gender as participant, over 25 years of age, designated by the local church board, with no sexual misconduct history, and not a relative of the person defined in this agreement. An Accountability Partner shall be provided a copy of this agreement, advised of its content and appropriate protocol should concerns arise, and be willing to take this responsibility seriously.

**PROTOCOLS FOR ACCOUNTABILITY PARTNER**

1. Church Board members, Church Elders, Deacons and Accountability Partners shall attend a training session with material provided by the Potomac Conference. The Potomac Conference may refer persons to one or more community groups or government organizations to receive such training if it decides that such would be preferable.

2. There shall be a designated Accountability Partner team leader to whom the other Accountability Partners report.

3. If the participant is on parole, the Accountability Partner shall be aware of the terms of the parole and shall coordinate with the participant’s parole officer or case worker, as applicable.

4. The Accountability Partner shall observe the convicted sex offender at all times while attending church. The Accountability Partner will not, to the extent possible, allow the participant to be alone with other church members who are not also Accountability Partners or the church pastor.

5. If the Accountability Partner is unable to supervise for any reason, another designated Accountability Partner shall be assigned.

6. The Accountability Partner shall accompany the participant when access to restroom facilities is needed.

7. Any observed inappropriate behavior shall be reported to the Accountability Partner team leader, parole officer or case worker (as applicable) and pointed out to the participant. If the inappropriate behavior is serious, the matter will be referred to the Potomac Conference and, if applicable, the police.

**ACCOUNTABILITY PARTNER TEAM**

LEADER: ______________________________

List of designated Accountability Partners (appropriate number for this agreement):

__________________________________  ____________________________________
__________________________________  ____________________________________
__________________________________  ____________________________________
SAMPLE OF CHURCH ATTENDANCE AGREEMENT FOR CONVICTED SEX OFFENDERS

I recognize the concerns and responsibilities of the church to ensure a safe environment for its members and wish to comply with the following conditions that would allow my participation in church activities:

1. I will not associate with any minors attending or participating in any church/school activity.

2. I will not sit next to a child and if a child sits next to me, I will move to a different seat. I will attempt to sit on the aisle seat with my Accountability Partner.

3. I will not linger in areas where children are being taught and will not go to any area where children’s or youth ministries are being conducted.

4. I will not place myself into, or accept, any position of leadership, authority, or activity that may affect or influence children.

5. I will under no circumstances take a child home with me or transport him or her anywhere at any time.

6. I will not develop any special relationships with minor children or their parents.

7. I will not hold any church office, speak or participate in any church function, including taking part on the platform.

8. I agree to maintain an accountability network with individuals as defined by the church and make sure my whereabouts at church or church activities are known at all times.

9. I will not attend any functions at another church or congregation without the attendance of an approved Accountability Partner and will, if so attending another church or congregation, fully comply with the requirements of this agreement and the requests of the approved Accountability Partner.

10. I authorize the church to obtain information regarding myself from my parole officer, case worker, governmental agencies or other persons who might have information relative to my criminal records.

11. I agree to comply with any court-mandated or parole restrictions, conditions, treatments, and/or requirements and recognize that these take precedence over any less restrictive parts of this agreement.

12. I understand and agree that the church, in fulfilling its responsibilities in providing a safe environment for its members and guests, will disclose an account of my past behavior and/or criminal history to parents, church leaders, and other persons who may need to have such information in order to meet their parental or supervisory responsibilities.

13. I understand that the provisions of this Participation Agreement do not create any personal and/or legal rights against the Seventh-day Adventist Church (Potomac Conference Corporation), the local church or congregation or any of their members, officers, employees, agents, directors or volunteers (together, the “Church”). I hereby waive any rights and release and discharge the Church from and against any and all claims or causes of action whatsoever that I may have now or in the future against the Church arising out of or in any way connected with my participation in church activities or resulting from my execution of this agreement.
14. I consent to the disclosure of any of my personal information as disclosed by me or any government authority, including the police or my parole officer or case worker, as the case may be, or relating to or arising out of any of my activities at the church or during the term of this agreement, to any person as the Church may deem necessary, in their sole discretion, for the purposes of implementing this agreement or protecting any person.

15. This agreement shall remain valid as long as I attend and/or participate in the activities of the church named in this document, and thereafter, so long as the Church deems it necessary, in its sole discretion, for the purposes of protecting any person. Should I wish to transfer my attendance, participation, or membership to another congregation, a copy of this document will be sent to them.

16. I confirm that I have fully disclosed to the church, the pastor and the church board all aspects of my personal history, including all details related to my criminal convictions, the sentences related thereto and treatments and counseling received. I agree that if it is discovered that I have not fully disclosed such details, the church may terminate any further participation in any church activities.

Further, I have read and understand the above conditions and agree to abide by them. If at any point I break one of the above conditions, I recognize that I shall not be allowed to attend church activities in the Potomac Conference and that I will be reported to the appropriate governmental, police and/or parole authorities.

Dated this __________ day of ______________________________, 20_____.

Participant’s Signature _____________________________________________
Participant’s Printed Name __________________________________________

Name of Local Church ________________________________
Signature of Local Church Official ________________________________

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For Church Use Only

_____ Copy of agreement to Participant on ________________.

_____ Copy of agreement to Potomac Conference Corporation on ________________.

_____ Copy of agreement to Accountability Partner on ________________.

Name of Local Church Official ________________________________
Signature of Local Church Official ________________________________
**Full Name**

(First)    (Middle)              (Last)    (Maiden)

**Current Address**

(Street)    (City)   State)  (Zip)  (County)

I have lived at this address from _______________________________ to the present time.

(Month)                      (Year)

**Social Security Number**  ____________________ Drivers License Number _______________________ Issued by

(State)

Have you ever been convicted of a felony? ________ Or a misdemeanor (other than traffic violations)?_______

(If you answered “yes” to either question, please explain in detail on the next page.)

Date of Birth: _____Month _____ Day _______ Year  Gender:            Male           Female

**Please provide home addresses and dates for years previous to your current address:** (Past 7 years only)

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I authorize the Potomac Conference Corporation of Seventh-day Adventists to seek investigative background inquiries (consumer report) including criminal convictions, motor vehicle, and other reports. This consumer report will NOT include my credit report. I understand that information will be requested from various Federal, State, and other agencies that maintain records concerning my past activities relating to my driving, criminal, civil, and other experiences.

I authorize without reservation, any party or agency contacted by the Potomac Conference Corporation or its agent to furnish the above-mentioned information. By granting this release for obtaining information, I understand that I will be given opportunity upon my request to review this information and that the related information will be treated with appropriate confidentiality. I further authorize ongoing procurement of the above mentioned reports at any time during my attendance at a Potomac Conference church, and includes but is not limited to attendance of school events and other church or Potomac Conference sponsored events.

I hereby release any individual, employer, church or reference, or any other person or organization, including record custodians, both collectively and individually, and whether or not identified in this information form, from any and all liability for damages of whatever kind or nature which may at any time result to me, my heirs, or family, on account of compliance or any attempt to comply with this authorization, excepting only the communication of knowingly false information.

I further state that I HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW THE CONTENTS THEREOF AND I SIGN THIS RELEASE AS MY OWN FREE ACT. The information I have supplied is true and correct. A facsimile or photocopy of this authorization shall be as valid as the original.

______________________________  _____________________
Signature           Date