

CONVICTED SEX OFFENDERS CHURCH ATTENDANCE POLICY



POTOMAC CONFERENCE CORPORATION OF SEVENTH-DAY ADVENTISTS
606 Greenville Avenue, Staunton, VA | 540-886-0771 | www.pcsda.org

"We exist to grow healthy disciple-making churches"

TABLE OF CONTENT

Introduction	3
Conditions for Convicted Sex Offenders to Attend Church Mission Statement	4-6
Accountability Partner Requirements Accountability.....	7
Sample of Church Attendance Agreement for Convicted Sex Offenders	8-9
Adventist Risk Management Article, <i>Solutions: Sex Offenders in Church</i>	10

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 CORPORATION
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 and details of that offense. The church in consultation with knowledgeable legal counsel, should assess whether this church is prepared for such sex offender assimilation and if this candidate constitutes an acceptable risk.
 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. The offender is responsible for these fees.
 3. If the convicted sex offender is required to register with the state or complete any other conditions of probation or other requirements, he/she must show proof of compliance with all requirements imposed by the state.
 - B. All convicted sex offenders will be expected to have and regularly meet with a certified sex offender treatment therapist. The offender must sign a release form permitting the church to communicate directly with the therapist or other counselor regarding his or her treatment.
 - C. Any convicted sex offenders under state supervision must sign a release form permitting the church to communicate directly with the offender's Community Corrections Officer (CCO), probation officer, or other person filling a substantially similar role to that of probation officer.
 - D. 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), Conference Risk Management Officer (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 Conference Risk Management Officer (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 as approved by the church, therapist, and if applicable, probation officer).
 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 and under no circumstances will the Accountability Partner permit the convicted sex offender to be alone with a minor.
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, especially minors, and wish to comply with the following conditions that would allow my participation in church activities:

1. I will not associate with or be in proximity to 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, or to any other area that my Accountability Partner or the church prohibits me from entering.
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, whether by walking, driving or any other means.
6. I will not develop any special relationships with minor children or their parents.
7. I will not go to a church member's home if they have children present without full knowledge and prior written consent of the parents, pastor and sponsors.
8. I will not hold any church office, or speak or participate in any church function in any leadership role or teaching capacity, including but not limited to taking part in any event or activity on the platform.
9. 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 to those individuals, and to church leadership as required.
10. 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.
11. 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.
12. 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. Any conflict between this Agreement and court-mandated restrictions will be resolved in favor of the court-mandated restrictions, only upon written approval of Church leadership.
13. 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 criminal history to parents, church leaders, members, volunteers, and all other persons who may need to have such information in order to meet their parental or supervisory responsibilities and interact safely within the Church.

14. 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 or performance of this agreement. I further agree to indemnify and hold the church and its agents, members, employees, volunteers, visitors, invitees, directors, and officers harmless for any claim, lawsuit or damages that I may cause directly or indirectly, including but not limited to those related to my actions or inactions at the Church or performance of non-performance of this Agreement.
15. I consent to the disclosure of any of my personal information including but limited to anything 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. I agree to sign a release of information for the Church to communicate with my probation officer, case worker, counselor, or therapist, and to release any personal information about me to any third party, upon that party's written request and upon notice (written or oral) to me of said release.
16. This agreement shall remain valid until mutually terminated by a writing signed by the church and myself. The obligations stated herein shall survive termination, for 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.
17. I swear and affirm, under penalty of perjury, 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 or in any way breach the terms of this Agreement, 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, as required by law or otherwise stated herein, and that the Church may be entitled to injunctive relief to enforce the obligations herein and as otherwise required.

Dated this _____ day of _____, 20____.

Participant's Signature

Participant's Printed Name

Name of Local Church

Signature of Local Church Official

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