



ANGLICAN CHURCH OF AUSTRALIA

Policy for Safe Ministry in a parish where there is a risk of sexual abuse by a Person of Concern

Checklist for adoption and implementation by a Diocese

- *Highlights relevant issues to assist with implementation of this policy*
- *Includes a sample Safety Agreement*

Checklist

Towards adoption of the policy

- Does the Diocese have sufficient financial and human resources to implement the policy, including provision for the cost of *Expert Assessments*?
 - The Diocese should consider whether implementation of the policy could be undertaken in cooperation with other dioceses, such as through joint *Diocesan Advisors* and *Diocesan Accountability Panels*.
 - The Diocese should also consider whether it is possible and desirable to share costs between the Diocese, the parish and the *Person of Concern*.
- Has the Diocese prepared an ordinance or ordinances to enable the adoption and implementation of the policy?
 - The ordinance(s) will need to confer powers and impose duties upon the *Bishop, DPS, Minister* and Churchwardens, and contain provisions preventing a *Person of Concern* from holding office.

Towards effective implementation

- Has the Diocese developed guidelines for entry into, terms, review and storage of *Safety Agreements*, and developed a template for a *Safety Agreement*?
Note: A sample *Safety Agreement* is presented in Appendix A.
- Has the Diocese developed guidelines for the terms, review and storage of *Safety Plans*, and developed a template for a *Safety Plan*? A *Safety Plan* will contain similar provisions to a *Safety Agreement*.
- Has the Diocese developed a list of appropriately accredited persons to undertake *Expert Assessments*?
- Has the Diocese put in place arrangements for undertaking *Situational Assessments*?

- Is there a mechanism for the selection, training, operation and support—which may include professional supervision—of the members of a *Parish Accountability Group*?
- Has the Diocese established a *Diocesan Accountability Panel* and appointed a *Diocesan Advisor*?
 - The Diocese should consider establishing a *Diocesan Accountability Panel* as it is unlikely that every parish will have enough suitable persons to form a *Parish Accountability Group*.
- Has the Diocese developed guidelines for how *Ministers* will provide *Alternative Ministry to Persons of Concern*?
- Has the Diocese informed the diocesan insurer about the policy and complied with any requirements to ensure the availability of insurance cover?

Towards ensuring compliance

- Has the adoption of this policy and its implications been made known throughout the Diocese?
- Has the Diocese determined what consequences there will be for a *Minister* and Churchwardens who—without reasonable excuse—fail to comply with the policy? What happens, for example, if they fail to notify details of a *Person of Concern* to the *DPS* or fail to put in place an *Interim Safety Plan*?

Appendix A: Sample Safety Agreement

ANGLICAN CHURCH OF AUSTRALIA
Diocese of [insert name]
Safety Agreement regarding the Participation of [insert name] in the Parish of [insert name]

[Note: The terms of this Agreement will need to be adapted to take into account the particular circumstances.]

1 PARTIES

The parties to this Safety Agreement (**Agreement**) are:

[Insert name of the Person of Concern] (**the Person of Concern**)

[Insert names of the Minister and the churchwardens] (**the Parish Representatives**)

[Insert name of the Director of Professional Standards or their delegate] (**the DPS**)

2 PURPOSE

The purpose of this Agreement is to state the conditions upon which the Person of Concern can be involved in the Parish.

3 ACKNOWLEDGEMENTS

- 3.1 The parties are committed to the physical, emotional and spiritual wellbeing of all people, including any survivors of sexual abuse (whether known or unknown), who participate in the life of the Parish.
- 3.2 The Person of Concern [is currently participating/ wishes to participate] in the life of the Parish.
- 3.3 In order to ensure the physical, emotional and spiritual welfare and safety of all people involved in the Parish, and to enable the Person of Concern to participate in the life of the Parish, the parties freely commit themselves to abide by the provisions of this Agreement.

4 COMMITMENT OF THE PERSON OF CONCERN TO THE PARISH

- 4.1 The Person of Concern will only attend the worship service at [insert name of church] at [insert time and day] and other worship services agreed to by the Parish Representatives.
- 4.2 The Person of Concern will not visit any property of the Parish except to attend:
- 4.2.1 the worship services agreed to under Clause 4.1; and
 - 4.2.2 [insert other authorised activities].
- 4.3 The Person of Concern will enter and leave the property of the Parish for specified services and other authorised activities by the route designated by the Parish Representatives, and stay away from areas of the property where children are present.
- 4.4 The Person of Concern will sit in [insert name of church] and at other authorised activities in locations determined by one of the Parish Representatives and will not sit or stand in the vicinity of, or be alone with, [children/ children other than] [insert the name of any children of the Person of Concern] during worship services and other authorised activities.
- 4.5 The Person of Concern will only use the toilet facilities on the property of the Parish when accompanied by a Parish Representative or a member of the Parish Accountability Group specified in clause 5.3 or clause 5.4 below.
- 4.6 The Person of Concern will comply with all reasonable directions given by a Parish Representative or a member of the Parish Accountability Group specified in clause 5.3 or clause 5.4 below at specified worship services and other authorised activities for the purpose of ensuring the welfare and safety of any person or persons.
- 4.7 The Person of Concern will not participate in any Parish activity or camp where children may be present.
- 4.8 The Person of Concern will not accept nomination for election for, or undertake, any leadership role in the Parish.

- 4.9 The Person of Concern will meet regularly, and as requested, with the members of the Parish Accountability Group specified in clauses 5.3 and 5.4 below.
- 4.10 The Person of Concern understands that if any person makes a complaint against [him/her] of abusive behaviour towards or with a child or adult, it will be immediately reported to the DPS, and may be reported to the police and child protection authority.
- 4.11 The Person of Concern agrees if [he/she] is a member of the clergy not to wear any clerical clothing or accessory at any Parish activity or to call himself by a title used by a member of the clergy (e.g. Reverend) in any communication with a person involved in the Parish.

5 COMMITMENT OF THE PARISH TO THE PERSON OF CONCERN

- 5.1 The Parish accepts the Person of Concern as a member of the Parish community, and encourages [him/her] to use his or her gifts appropriately in the Parish.
- 5.2 The Parish commits itself to provide pastoral supervision and support of the Person of Concern, and not to place the Person of Concern in any situation where [he/she] may be alone with children, other than [his/her] own, except during worship services and other authorised activities.
- 5.3 The Parish Representatives appoint [insert name(s)] as the members of the Parish Accountability Group to provide pastoral supervision and support of the Person of Concern.
- 5.4 The Parish Representatives may appoint additional persons as members of the Parish Accountability Group, and will advise the Person of Concern of their identity.

6 DISCLOSURE

- 6.1 This Agreement will be kept confidential except as set out below.
- 6.2 The Person of Concern understands that the Parish Representatives will disclose this Agreement:
- 6.2.1 to the members of the Parish Accountability Group from time to time;

- 6.2.2 to others in the Parish, as determined by them in consultation with the DPS;
 - 6.2.3 to the Bishop of the Diocese or their delegate; and
 - 6.2.4 to any person undertaking the role of a Parish Representative in the future.
- 6.3 The Person of Concern understands that the material facts relating to [him/her] and their participation in the life of the Parish may be disclosed:
- 6.3.1 to any person, whether or not a member of the Parish, by one of the Parish Representatives or the DPS when he or she reasonably considers that it is necessary to ensure the welfare and safety of any person or persons; and
 - 6.3.2 to the Minister and Churchwardens in another parish, and their Bishop, or the persons responsible for safe ministry in another denomination, by the DPS when he or she is aware or reasonably suspects that the Person of Concern has moved, or is proposing to move, to that parish or denomination.
- 6.4 If this Agreement is terminated for any reason, the DPS will inform the Person of Concern, the Parish Representatives and the Bishop of the Diocese or their delegate of its termination.

7 CESSATION OF PARTICIPATION IN THE PARISH BY THE PERSON OF CONCERN

- 7.1 If this Agreement is terminated for any reason, the Person of Concern will no longer participate in any Parish activity unless:
- 7.1.1 an Interim Safety Plan allowing participation is in place; or
 - 7.1.2 a new Safety Agreement is entered into; or
 - 7.1.3 the DPS has decided that the Person of Concern no longer constitutes a risk of sexual abuse to people in the Parish.
- 7.2 If this Agreement is terminated by the DPS at the direction of the Bishop because the Bishop considers that the Person of Concern may no longer participate in the life of the Parish, the Parish Representatives will take whatever steps are necessary to minimise the risk of harm to people in the Parish. If these steps include a direction that the Person of Concern no

longer participate in the life of the Parish, the Person of Concern agrees to cease participation forthwith.

- 7.3 If this Agreement is terminated by the DPS following a breach of the Agreement by the Person of Concern and the DPS considers, and the Person of Concern agrees, that there should be a further Process of Assessment, the Parish Representatives will put in place an Interim Safety Plan. If the Interim Safety Plan includes a direction that the Person of Concern not participate in the life of the Parish until the Process of Assessment is complete, the Person of Concern agrees to cease participation forthwith and until [he/she] is invited by the DPS to resume participation.
- 7.4 If, under whatever circumstance, the Person of Concern is directed not to participate in the life of the Parish, the Minister, after consulting the Bishop of the Diocese or their delegate, will offer an alternative form of Ministry to the Person of Concern.
- 7.5 If the Person of Concern ceases to be involved in the Parish and has moved, or is proposing to move to another parish of the Diocese or another denomination, [he/she] will notify one of the Parish Representatives or the DPS.

8 REVIEW

- 8.1 The DPS will review the operation of this Agreement and of the Parish Accountability Group at least once a year.
- 8.2 Any agreement reached in any review, including a variation to this Agreement, must be recorded in writing, dated and signed by all parties and the original and varied Agreement will be retained by the DPS.

SIGNATURES

Date

.....
Person of Concern

.....
Parish Representatives

.....
Director of Professional Standards

DISTRIBUTION

- Person of Concern
- Parish Representatives
- Director of Professional Standards (original)
- Members of the Parish Accountability Group

END OF AGREEMENT