

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

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**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Part 1: Purpose, Objectives, Application and Definitions

Purpose

- 1 The purpose of this Regulation is to promote the mission of the church by providing a safe and effective working, learning and spiritual environment.

Objectives

- 2 The objectives of this Regulation are:
- a) **The prevention** of misconduct towards anyone including children, youth and vulnerable adults by applying effective processes to ensure the church is a safe place for all people including Clergy, lay-leaders, Diocesan and parish staff, and other volunteers;
 - b) **The protection** of all members of the church community from misconduct, particularly children, youth and vulnerable adults;
 - c) **The legal protection** of the Diocese, each Parish and their leadership, and;
 - d) **To compliment** the provisions of the Diocesan Canon on Discipline, and the General Synod Canon XVIII (Discipline).

Application

- 3(1) This regulation applies to, but is not limited to, the Diocesan Synod of [Name], including its officers and employees, members of the Diocesan Council and its committees, parishes and Parish, including Rectors, Church Wardens and Vestries, and Parish officers, members, employees and volunteers.
- 3(2) This regulation applies equally to the church community and other groups using church facilities and/or participating in church programs or events.

Definitions

4. In this Regulation:

“abuse” means misconduct involving physical or sexual assault, or economic, emotional, physical, or sexual misconduct of a child, youth or vulnerable adult;

“Act” means the Act[s] that incorporate the Diocese;

“Archdeacon” means an Archdeacon appointed by the Bishop under Canon Four;

“Archdeaconry” means a Deanery or group of Deaneries under the supervision of an Archdeacon;

“Archdeaconry Greater Chapter” means a group of persons within an Archdeaconry comprising all licensed Clergy, Church Wardens and the lay members of the Synod and their substitutes from each Parish within the Archdeaconry;

“Bishop” means the person holding the office of Bishop of the Diocese;

“bullying” means repeated incidents of negative behaviours by one person towards another person or persons so as to cause physical, sexual, economic, social, emotional or psychological harm to that/those other person(s);

“Cathedral” means the Cathedral of Diocese in the Diocese of [Name];

“Cathedral Chapter” means The Bishop and Chapter of the Cathedral of Diocese in the Diocese of [Name];

“child” means a person who is thirteen (13) years of age or younger;

“church” includes a chapel or any other place dedicated or consecrated as a place of worship;

“Church” means The Anglican Church of Canada;

“Church facility” means a church, hall or any other building within which a church program, event or activity is carried out;

“Church member” means a baptised Christian who is a member of the Diocese or of a parish;

“Church Warden” means a principal elected lay officer of a Parish;

“Cleric” means a Bishop, Priest, Transitional Deacon, or Vocational Deacon licensed in the Diocese;

“community” includes the Diocese and a parish;

“Constitution” means the Constitution of the Synod;

“Dean” means the Dean of the Diocese;

“Deanery” means a group of parishes defined as a Deanery under Canon Four;

“Diocese” means The Diocese of [Name] as constituted by Letters Patent issued by Her late Majesty, Queen Victoria, dated April 25, 1845; and, for the purposes of this Regulation, includes the Synod, the Diocesan Council, or any Diocesan body.

“Diocesan Council” means the Diocesan Council constituted pursuant to the Act and by the Constitution;

“Diocesan Human Resources Committee” (DHRC) means the Diocesan Human Resources Committee appointed by the Diocesan Council under Canon Four;

“Diocesan Misconduct Officer” means the Diocesan Misconduct Officer appointed under Part 2, s. 6 of this Regulation;

“Diocesan Privacy Officer” means the Diocesan Misconduct Officer appointed under Part 2, s. 6 of this Regulation;

“Diocesan Safe Church Committee” (DSCC) means the Diocesan Safe Church Committee appointed by the Diocesan Council under this Regulation;

“economic misconduct” means the breach of a position of trust wherein one person takes control of or materially affects another person’s or persons’ economic resources without prior consent;

“emotional misconduct” means an abuse of authority wherein one person behaves unacceptably in a manner which diminishes another person’s identity, personal dignity and/or self worth;

“exploitation” means misconduct that may incorporate harassment, assault or abuse. It focuses on the power of the perpetrator in relation to the vulnerability of the victim and refers to a breach of trust and/or the act of taking advantage of such vulnerability for one’s own gain;

“facility” means a church, hall, rectory, a meeting room, a lounge, a kitchen, or any other area of a building, including the entire building, and any other structure(s) or equipment that may be used for a church program;

“fiscal year” means the fiscal year of a corporation continued or established under the Act;

“formal complaint” means a complaint of misconduct that is not a minor complaint.

“General Synod” means the General Synod of the Church incorporated by Chapter 82 of the Statutes of Canada, 1921;

“harassment” means unwelcome comments, unacceptable behaviour, or other conduct which is known or ought reasonably to be known to be offensive, demeaning, humiliating, derogatory or otherwise disrespectful of another person. It is conduct that tends to interfere with an environment of understanding and mutual respect. It may be sexual or non-sexual in nature;

“Incumbent” means a member of the clergy who is appointed under Canon Seven to the charge of a parish;

“internet communications” means any electronic communication that may use the world-wide web;

“Leader position” or “Leader” means a leadership role in an activity, event or program by a lay person or Cleric in which s/he has authority for the delivery of the activity, event or program, and who is expected to have direct interaction with or oversight of children, youth or vulnerable adults.

“misconduct” means unacceptable behavior, abuse or maltreatment that includes physical or sexual assault, bullying, harassment and/or economic, emotional, physical or sexual misconduct, and for the purposes of this Regulation, includes any discriminatory practices described in the [Part 1 \(Proscribed Discrimination\)](#) of the Canadian Human Rights Act or the or the human rights legislation of a civil province with the Ecclesiastical Province of Canada;

“Parish” means a geographic area or a community of Church members committed to the pastoral care of a Rector or other minister, and may include a parish corporation;

“physical assault” means an assault of a physical nature, other than a sexual assault, that violates the physical integrity of the person who is assaulted. An "assault" occurs when the following four conditions are met:

- a) One person applies force to another person or threatens to apply force;
- b) It is intentional;
- c) It may or may not result in physical harm;
- d) The physical contact is without consent;

“physical misconduct” means unacceptable behaviour by one person, including physical assault, that affects the bodily integrity and/or security of another person, other than sexual misconduct;

“program (ministry)” means a structured series of similar activities or events governed and run by the Diocesan Synod or a Parish which spans a period of weeks or months and in which the level of risk is expected to remain constant; e.g., weekly worship services, weekly Church School, visitations, weekly youth meetings, operation of the Sunday morning nursery, an out-of-the-cold program;

“Province” means the Ecclesiastical Province of Canada;

“Provincial Synod” means the Synod of the Ecclesiastical Province of Canada;

“Rector” means the priest appointed to that position in a parish in the Diocese;

“Regional Dean” means a priest who has been appointed to assist the Bishop in a Deanery;

“Religious Leader” means a Cleric and any other individual recognized by and acting on behalf of the organization and empowered to provide religious instruction and spiritual guidance to others;

“risk” means an uncertain event or condition that if it occurs would have a positive or negative impact.

“risk assessment” means the process by which the Synod or a Parish rates or measures risk factors under this Regulation;

“risk event” means an event that either has occurred or has the potential to occur; there are two types of risks events: A good or positive event, and a bad or negative event.

“sexual assault” means an assault of a sexual nature that violates the sexual integrity of the person who is assaulted. The following shall be considered when applying this definition and this regulation:

- i) An "assault" happens when:
 - a) One person applies force to another person or threatens to apply force;
 - b) intentionally, and;
 - c) without consent.
- ii) The assault will be "aggravated" if the person who is assaulted is wounded, maimed or disfigured or his or her life is endangered;
- iii) In deciding if an assault is sexual, many factors may be considered including the part of the body touched or threatened to be touched, the situation in which it occurred, the words and gestures of the person alleged to have committed the assault and any words and gestures of the person alleged to have been assaulted;
- iv) Gender is not relevant to a determination of whether a sexual assault has occurred;
- i) Sexual offences are described in Part V and Part VIII of the [Criminal Code of Canada](#) (R.S.C. 1985, c. C-46) and some of those offences are:
 - a) Aggravated sexual assault;
 - b) Bestiality;
 - c) Incest;
 - d) Inviting a person under the age of fourteen (14) to touch for a sexual purpose;
 - e) Sexual assault;
 - f) Sexual assault with a weapon or sexual assault causing bodily harm;

- g) Sexual exploitation which is sexual interference or invitation by a person in a position of trust or authority towards:
 - 1) A young person,
 - 2) A person in a relationship of dependency or,
 - 3) A person with a mental or physical disability; and
- h) Sexual interference which is sexual touching of a person under the age of fourteen (14).

Note: Consent is understood as non-coercive. If a victim agrees to any assault under threat, or if consent is obtained by fraud or by the influence of a person in authority over the victim (e.g. counselor, Cleric, guardian), it will be deemed to be no consent. An accused may show "honest belief" of consent and may not be convicted. However, it is always no consent for children under age twelve (12); under specific circumstances with peers for children age twelve to fourteen (12 – 14), and with young persons aged fourteen to eighteen (14 – 18), consent is not valid if the accused was in a position of authority over them. Also there are further provisions for mentally or otherwise incapacitated or vulnerable children, adolescents and adults ([Criminal Code of Canada](#), R.S.C. 1985, c. C-46);

“sexual harassment” means behaviour of a sexual nature that is known or ought reasonably to be known to be unwanted or unwelcome, and includes:

- i) Any attempt to coerce an unwilling person into a sexual relationship, or to subject a person to persistent unwanted sexual attention, or to punish a refusal to comply, or to reward compliance.
- ii) Sexual harassment must be understood as an exploitation of a power relationship, rather than as an exclusively sexual issue.
- iii) Sexual harassment may involve a wide range of behaviours from verbal innuendo and subtle suggestions to overt demands and unwanted inappropriate physical contact of a sexual nature.
- iv) Sexual harassment includes action(s) which contribute to an environment that is "poisoned" by suggestive pictures or cartoons, and/or other offensive acts.
- v) Sexual harassment is prohibited by federal and provincial law;

“sexual misconduct” means any act of sexual harassment, sexual assault, sexual exploitation, sexual abuse or any other sexual activity or conduct (including but not limited to sexual intercourse) in which the leader or volunteer takes advantage of the vulnerability of a person under her or his pastoral care or other guidance or leadership. Such behaviour, whether it appears to be initiated by the leader or volunteer, or by the person under care or leadership, shall be deemed to be sexual misconduct.

“special event” means an occasional or one-time (non-recurring) event run by a community;

“Synod” means The Diocesan Synod of the Diocese of [Name] as constituted and continued by the Act and by the Constitution;

“Vestry” means the lay persons who, together with the Rector and Church Wardens, comprise the Parish;

“Volunteer” or “Volunteer Helper” means a lay person who is involved in a program with children, youth or vulnerable adults but who is not a leader;

“vulnerable adult” means a person who is nineteen (19) years of age or older, and because of his or her age, disability or other circumstances, whether temporary or permanent, is in a position of dependence on others or is otherwise at a greater risk than those in the general population of being harmed by a person in a position of authority or trust relative to him or her;

“youth” means a person who is between fourteen (14) and eighteen (18) years of age, inclusive.

Part 2: Administration, Information Management and Privacy Protection

Administration

Diocese of [Name]

- 1(1) The Diocesan Council shall exercise the general oversight of this Regulation.
- 1(2) The Diocesan Council shall appoint the Diocesan Safe Church Committee (DSCC).
- 1(3) The Diocesan Council shall provide training to all Leaders and Volunteers within the Diocese, including each Parish.
- 1(4) The Diocesan Council shall provide a copy of the current Regulation, in a format fully accessible to the recipient, to each member of the Diocesan Synod Office staff, to each member of the Diocesan Council, and to each member of a committee, team or other subordinate entity, immediately upon commencement of her/his duties.
- 1(5) The Diocesan Council shall review at least tri-annually this Regulation and the functions performed under it.

Parish

- 2(1) Each Parish shall ensure each program and each position is in compliance with this Regulation.
- 2(2) Each Parish shall ensure all new Leaders and Volunteers understand and comply with this Regulation.
- 2(3) Each Parish shall provide a copy of the current Regulation, in a format fully accessible to the recipient, to each Leader and Volunteer, immediately upon commencement of her/his duties.

Diocesan Human Resources Committee

- 3(1) The Diocesan Human Resources Committee (DHRC), as part of its human resource management function, shall exercise oversight of recruitment and training as provided in the Part 3 ([*Human Resources Standards*](#)) of this Regulation.
- 3(2) The DHRC shall exercise oversight of the DSCC.
- 3(3) The DHRC shall ensure that annual training of new Leaders and Volunteers on this Regulation is completed by June 30th.

- 3(4) The DHRC shall establish the recruitment process under Part 3 ([Recruitment Process](#)) of this Regulation for lay Leaders and Volunteers within the Diocese.
- 3(5) The DHRC shall:
- a) Evaluate annually the effectiveness of this Regulation;
 - b) Provide recommendations, if any, for improvement to this Regulation to the Diocesan Council, and
 - c) Prepare and submit an annual report to the Diocesan Council by October 31st; to which shall be appended the annual report of the DSCC under Part 2, s. 4(3) of this Regulation.

Diocesan Safe Church Committee

- 4(1) The Diocesan Council shall appoint a Diocesan Safe Church Committee (“DSCC”).
- 4(2) The DSCC shall administer this Regulation, including:
- a) The [Diocesan Misconduct Policy](#), (Schedule A);
 - b) The [Diocesan Privacy Policy](#), (Schedule B);
 - c) The Episcopal Directive on [Confidential Information Imparted to Clergy](#), as set (Schedule C).
- 4(3) The DSCC shall report to the DHRC.
- 4(4) The Chair of the DSCC shall be an *ex-officio* member of the DHRC.
- 4(5) The DSCC shall consist of at least five persons, of whom a majority is Lay Church Members, and including an Archdeacon and a Lay-member of the DHRC.
- 4(6) The DSCC shall meet at least six (6) times annually.
- 4(7) The DSCC shall:
- a) Evaluate annually the effectiveness of both the church programs and this Regulation, and;
 - b) Provide recommendations, if any, for improvement to church programs and this Regulation to the DHRC,
 - c) Prepare and submit an annual report to the DHRC by September 1st, which shall include any recommendations from paragraphs (a) and (b) above.
- 4(8) The DSCC shall ensure that the Diocese and each Parish complies with the requirements of this Regulation respecting risk management, recruitment and training.

Leaders and Volunteers of Programs and/or Ministries

- 5(1) Each Leader and Volunteer shall understand this Regulation and adhere to it with integrity and consistency.

Diocesan Misconduct Officer

- 6(1) The Diocesan Council shall appoint the Diocesan Misconduct Officer under the [Diocesan Misconduct Policy](#) (Schedule A).
- 6(2) The Diocesan Misconduct Officer shall carry out the functions of that office under the [Diocesan Misconduct Policy](#) (Schedule A).
- 6(3) The term of office of The Diocesan Misconduct Officer shall be five (5) years and s/he is eligible for reappointment.

Diocesan Privacy Officer

- 7(1) The Diocesan Council shall appoint the Diocesan Privacy Officer under the [Diocesan Privacy Policy](#) (Schedule B).
- 7(2) The Diocesan Privacy Officer shall carry out the functions of that office under the [Diocesan Privacy Policy](#) (Schedule B).
- 7(3) The term of office of The Diocesan Privacy Officer shall be five (5) years and s/he is eligible for reappointment.

Contacts

- 8(1) *The Diocesan Misconduct Officer*
Name of the Officer,
Civic Address
Postal Code

Telephone:
Fax:
Email Address:

- 8(2) *The Diocesan Privacy Officer*
Name of the Officer,
Civic Address
Postal Code

Telephone:
Fax:
Email Address:

Information Management

Communications

- 9(1) The DCSS shall develop and maintain a *Diocesan Guideline on Effective Communication to Promote Safe Church Practices and Principles* within the diocese and to the public.
- 9(2) The guideline referred to in ss. 1 above shall be in accordance with this Regulation, and in particular the [Diocesan Privacy Policy](#) (Schedule B) and the [Diocesan Misconduct Policy](#) (Schedule A).

Internet Communications

- 10(1) All internet communications shall be limited to general content involving program scope, schedule, and cost, and other relevant communications only of a non-personal nature.
- 10(2) A Cleric, employee, Lay Leader or Volunteer shall not complete, or be involved with, or participate in any form of inappropriate on-line internet communication of a personal nature with a child, youth or vulnerable adult.

Records Management

- 11(1) All personal and personnel records related to employee and volunteer positions, including all forms produced under this Regulation, shall be managed in accordance with the [Diocesan Privacy Policy](#) (Schedule B)
- 11(2) All records produced under this Regulation shall be managed consistent with the record management functions in accordance with the Diocesan Canon.
- 11(3) No document or record produced by this Regulation shall be destroyed without the prior and written, unanimous consent of the Diocesan Misconduct Officer, the Diocesan Privacy Officer and the Diocesan Chancellor.
- 11(4) The Diocese and each Parish shall, in accordance with the Diocesan Canon and the [Diocesan Privacy Policy](#) (Schedule B), retain in a central, secure and confidential place all documents created or received under this Regulation for a minimum of thirty-five (35) years.

- 11(5) All internet communications created or received under this Regulation shall be retained in a central, secure and confidential place for a minimum of thirty-five (35) years.
- 11(6) At the conclusion of the time limit specified in s. 11(4) hereof, the Diocese and each Parish shall transfer the record(s) to the Diocesan Archivist in accordance with Diocesan Canon.

Confidentiality

- 12(1) All information, proceedings, and documents collected and/or achieved under this Regulation shall be public.
- 12(2) Notwithstanding s. 12(1), the Misconduct Officer, the Privacy Officer and The Diocesan Chancellor may unanimously require that specific information, proceedings and/or documents produced by this Regulation be held in private and not be disclosed to the public.

Privacy Protection

- 13 The Diocese and each Parish shall manage records under this Regulation in accordance with the [Diocesan Privacy Policy](#) (Schedule B).

Part 3: Risk Management

General

- 1 The Diocese and each Parish shall provide a safe church environment by completing a risk assessment and managing the risk by addressing the following:
 - a) Risk identification and assessment;
 - b) Program safety standards;
 - c) Human resources standards;
 - d) Facilities standards; and
 - e) Transportation standards

Risk Identification and Assessment

- 2(1) The DSCC shall, after consultation with the Diocese and the Parish, complete and maintain a risk assessment for each Diocesan and Parish program or ministry, and for each position within such program or ministry.
- 2(2) A risk assessment shall:
 - a) Rate and/or measure the applicable risk factors, and
 - b) Establish responses to mitigate or avoid the risk factor(s) commensurate with the level of assessed risk,as set out in *The Risk Management Guide* (Schedule D).
- 2(3) The Leader shall review with the Parish Rector and/or a Church Warden the real or perceived risk events, their associated risk assessments, and the action plan to avoid/mitigate the negative risk event(s) and to promote the positive risk event(s) prior to delivery of the church activity / program.
- 2(4) Notwithstanding s. 2(3), the Leader may opt to cancel the event or activity should a negative risk event not be mitigated to a low risk level or avoided altogether.
- 2(5) For the purpose of this Regulation, it is considered sufficient to avoid all negative risk event(s) when the Leader and his/her volunteers of a church activity / program complies with all standards and procedures set out in this Regulation, including all schedules of this Regulation.

Program Safety Standards

General

- 3 The Diocese and each Parish shall adhere to the Program Safety Standards addressed in sections 4 to 16, including:
- a) Supervision, support and evaluation;
 - b) The program (ministries) list;
 - c) The two-adult standard;
 - d) The leader/participant ratio standard;
 - e) The access to classroom standard;
 - f) The off-site and overnight activities standard;
 - g) The contact and identification standard;
 - h) The first aid standard;
 - i) The minimum insurance standard;
 - j) The health and wellness standard;
 - k) The medical and accident incident reporting standard;
 - l) The allergies standard; and
 - m) The reportable diseases standard.

Supervision, Support and Evaluation

- 4(1) The Diocese and each Parish shall provide each Lay Leader, employee and Volunteer with supervision, support and evaluation.
- 4(2) The amount of supervision, support and evaluation shall be based on the level of risk of the program or event.
- 4(3) Supervisory staff shall make regular visits to the program or event.

Programs (Ministries) List

- 5(1) The DSCC shall prepare a list of the categories of programs (ministries) operating in the Diocese and the Parish, including but not limited to:
- a) Programs with preschoolers;
 - b) Programs with grades 1- 6;
 - c) Programs with teens;
 - d) Programs with vulnerable adults;
 - e) After school programs;
 - f) Baptism and Confirmation programs/classes;
 - g) Programs that are delivered jointly with a non-church organization;

- h) Other specialized programs such as a day-away program for mentally challenged adults; and
 - i) Programs with a combination of children/youths/vulnerable adults.
- 5(2) The DSCC shall incorporate mandatory periodic review in its risk assessment of each program.
- 5(3) The DSCC shall establish job descriptions for each Leader and Volunteer in a program or ministry, using the [Forms for Ministry Position Descriptions](#) (Schedule E).

Two-Adult Standard

- 6(1) There shall be a minimum of two adults present on site during all programs and activities, including transportation.
- 6(2) There shall be two unrelated adults, including at least one leader, for each church program involving a child, youth, or vulnerable adult.
- 6(3) There shall be a minimum of a Leader and one adult of the opposite gender for each over-night and off-site activity.
- 6(4) A parent, guardian or caregiver shall drop off a child, youth or accompanied vulnerable adult with a Leader or adult-volunteer.
- 6(5) The counseling of a child shall be done in a room with an open door, or in an open room, with a minimum of two adults present, including the Leader and if possible the parent or guardian.

Adult / Participant Ratio Standard

- 7(1) The Diocese and each Parish shall adhere to the minimum requirement for [Adult-to-Participant Minimum Ratio Standard](#) (Schedule F).
- 7(2) The Leader may be one of the adults required to satisfy the minimum ratio requirements given in s. 7(1).
- 7(3) The participating adults in a Church program should be unrelated, if practicable.

Access to Classroom Standard

- 8 Except in the case of an emergency, no-one shall enter the classroom or other activity location without the permission of the Leader.

Off-site and/or Over-Night Activities Standard

- 9(1) The Diocese and each Parish shall comply with the requirements for [off-site and over-night activities](#) (Schedule G).
- 9(2) Each participant in an off-site and/or over-night event shall complete [The Activity Program Waiver and Medical Release Form](#) (Schedule H);
- 9(3) The Leader of the event, and the Cleric or a Church Warden, shall each retain:
 - a) A copy of the Program Itinerary;
 - b) All [Activity Program Waiver and Medical Release Forms](#) (Schedule H) signed by the participants; and
 - c) Billing information for each participant, which is recorded on the [Activity Program Waiver and Medical Release Form](#) (Schedule H).
- 9(4) If an off-site or over-night event includes the use of a pool, lake or hot tub, a qualified Life Guard (i.e. Canadian Red Cross or YM/YWCA) shall be in attendance throughout the event.

Contact and Identification Standard

- 10(1) At least one (1) adult involved with the church program / event shall have an operative mobile communication device (e.g. cellular phone, i-pad; “Blackberry”), equipped with either a second, fully-charged battery or a reliable battery charging capability.
- 10(2) Each leader and volunteer shall wear a name-tag whenever working with children/ youth/ vulnerable adults.
- 10(3) Each name-tag shall include:
 - a) The name of the person wearing the tag;
 - b) The name of the Church or Church Organization; and
 - c) The name of the Church program;.
- 10(4) The Leader of the program shall maintain the contact information for parent, guardian and caregiver in a secured place.

First Aid Standard

- 11(1) The Diocese and each Parish shall ensure that their leaders are provided with Standard or Basic First Aid training, as provided by the Saint John Ambulance, or equivalent organization.

- 11(2) At least two people amongst the Leader(s) and participants on each church program and/or activity shall have received training and be qualified to perform Standard or Basic First Aid.

Minimum Insurance Standard

- 12(1) The Diocese and each Parish shall ensure that adequate property and liability insurance coverage exists for each of their church buildings and facilities.
- 12(2) The Diocese and each Parish shall ensure their insurance coverage policy complies with the [Diocesan Minimum Insurance Standards](#) (Schedule I).

Health and Wellness Standards

General

- 13(1) The Diocese and each Parish shall promote good health and wellness, including measures that would reduce infection, for all children, youth and vulnerable adults.
- 13(2) These measures shall complement and be consistent with the Diocese's Wellness and Healthy Lifestyles Program, if available.

Medical and Accident Incident Reporting Standard

- 14(1) The Program Leader shall complete [The Medical Incident Report Form](#) (Schedule J) for each accident and/or other medical incident.
- 14(2) The Program Leader shall report the accident / medical incident to the parent/ guardian/ care giver within two (2) hours, if practicable.
- 14(3) The Program Leader shall verbally report the accident/ medical incident to the Diocese or Parish within twelve (12) hours.
- 14(4) The Program Leader shall submit a completed [Medical Incident Report Form](#) (Schedule J) to the Parish within twenty-four (24) hours.
- 14(5) The Diocese and each Parish shall ensure that all completed [Medical Incident Report Forms](#) (Schedule J) are properly secured in accordance with Part 2 s. 10 ([Records Management](#)) and of Part 2 s. 11 ([Confidentiality](#)).

Allergies

- 15(1) In accordance with [The Program Waiver and Medical Release Form](#), (Schedule H), each participant shall disclose whether s/he has any allergy and/or medical intolerance, dietary restriction, and/or other medical condition.
- 15(2) The Diocese and each Parish shall ensure that menu content is clearly communicated to the child, youth or vulnerable adults and to their parent/guardian or care giver.

Reportable Diseases

- 16(1) The Diocese and each Parish shall report immediately to the provincial health authority any person who has or is reasonably suspected to have a notifiable disease or who is or is reasonably suspected to be infected by an agent of a communicable disease or who has suffered a reportable event, in accordance with the [New Brunswick Reporting and Diseases Regulation](#) under the New Brunswick Public Health Act.
- 16(2) No person who is or is reasonably suspected to be suffering from any one of the conditions stated in ss (1) shall be permitted to participate in a church program.

Human Resources Standards

General

- 17 The Diocese and each Parish shall comply with:
- a) The [Recruitment Standards](#) of candidates for employment and volunteer positions;
 - b) [Training Standards](#) for initial training and refresher training on this Regulation; and
 - c) [Performance interviews](#) and assessments for employees and lay-leaders,
- as set out in Part 3 Sections 18 to 34, inclusive of this regulation.

Recruitment Standards

General

- 18(1) The purpose of the recruitment process is to complement and further an individual's call to Christian service by the screening of each candidate for the position of a Lay Leader or Volunteer, or a Cleric transferring into the diocese.
- 18(2) The management of information and communications shall be in accordance with Part 2 s. 11 ([Records Management](#)) and of Part 2 s. 12 ([Confidentiality](#)).

Ministry Position Descriptions

18(1) The DSCC shall prepare a list of all generic Ministry Position descriptions for all positions within the Diocese and Parish, including but not limited to:

- a) Pre-school program teacher/leader;
- b) Sunday school teacher/leader for ages 6-12;
- c) Youth program leader for ages 12-18;
- d) Program leader for adults with developmental or physical challenges;
- e) Program leader for frail seniors;
- f) Counselor/tutor for children/youth/vulnerable adults;
- g) Parish Administrator/Secretary;
- h) Sexton;
- i) Parish Nurse Ministry;

as set out in the [Forms for Ministry Position Descriptions](#) (Schedule E)

18(2) The Diocese and each Parish shall ensure that each description adheres to the [Forms for Ministry Position Descriptions](#) (Schedule E).

Recruitment Process for Lay Leaders and Volunteers

19 The Diocese or a Parish shall complete the following steps in the recruitment of a Lay Leader or Volunteer:

- a) Advertise the program position, if appropriate;
- b) Receive and review applications;
- c) Contact each applicant's reference;
- d) Complete a Police Records Check from each applicant: [Diocesan Police Records Check \(PRC\) Policy](#) (Schedule S)'
- e) Conduct an interview of each applicant;
- f) Assess the experience, skills and qualifications of each applicant;
- g) Select the successful applicant;
- h) Notify each applicant in writing of the selection decision; and
- i) Retain and store documents, pursuant to Part 2 s. 10 ([Records Management](#)).

20(1) Each Parish shall establish a Parish Recruitment Team of at least two persons (2) to support the recruitment of Lay Leaders and Volunteers.

20(2) The Incumbent, or her/his Clerical designate, shall be an ex-officio member of the Parish Recruitment Team.

- 21(1) The Diocesan Council shall establish a Diocesan Recruitment Team of at least three (3) persons to support the recruitment process of Lay Leaders and Volunteers in its jurisdiction.
- 21(2) The Bishop, or her/his designate, shall be an ex-officio member of the Diocesan Recruitment Team.

Recruitment Procedure for Lay Leaders and Volunteers

Advertisement

- 22 In placing an advertisement, the Diocese and each Parish shall be guided by the Diocesan Profile and Parish Profile document, respectively.

Receipt and Review of Applications

- 23(1) Each Applicant shall:
- a) Be a [Church Member](#);
 - b) Complete [An Application Form](#) (Schedule Q); and
 - c) Provide the names of at least two references.

Reference Check

- 24 A member of the recruitment team shall complete a - [Personal Reference Check Form](#) (Schedule R).

Police Records Check

- 25 Each applicant for a program position shall complete a PRC in accordance with the [Diocesan Police Records Check \(PRC\) Policy](#) (Schedule S).

Interview, Assessment and Notification

- 26 A recruitment team shall interview each Applicant for a church program position;
- 27(1) The selection criteria for the position of Lay Leader and Volunteer in a church program shall be in accordance with - [Forms for Ministry Position Descriptions](#) (Schedule E).
- 27(2) A recruitment team shall choose by consensus the successful Applicant for a Volunteer position;

- 27(3) The Diocesan Recruitment Team shall recommend to The Diocesan Council a candidate to fill a Lay Leader position.
- 27(4) The Diocesan Council shall appoint the Lay-Leader for a position in the Diocese in accordance with Diocesan Canon;
- 27(5) The Parish Recruitment Team shall recommend to the Parish a candidate to fill a Lay Leader position;
- 27(6) The Parish shall appoint a Lay-Leader for a position in the Parish.
- 28 The Recruitment Team shall forthwith notify each Applicant of the disposition of her/his application.

Retention and Storage of Documents

- 29 All Application Forms, Police Records Checks and Personal Reference Check Forms shall be retained in accordance with Part 2 s. 10 ([Records Management](#)).

Screening of a Cleric Transferring into the Diocese

- 30 The Bishop, the Diocesan Council and each Parish shall ensure that a Cleric from another Diocese provides the following:
- a) A satisfactory Letter of Good Standing (Bene Decessit) from the Bishop of the originating diocese;
 - b) A Police Records Check, in accordance with Schedule S - [Diocesan Police Records Check \(PRC\) Policy](#), and;
 - c) At least two (2) personal references.
- 31 The Bishop, the Diocesan Council and each Parish shall retain all documents in accordance with Part 2 s. 10 ([Records Management](#)).

Human Resources Training Standard

- 32(1) The DSCC shall provide training on this Regulation to each Cleric, Lay Leader, employee and Volunteer of the Diocese within twelve (12) months of approval of this Regulation by the Diocesan Council.
- 32(2) The DSCC shall provide annual training on this Regulation to each new Cleric, Lay Leader, employee and Volunteer on or before June 30th of each year.
- 32(3) At the conclusion of a training session, each participating Cleric, Lay Leader, employee or Volunteer shall complete, sign and date a [Diocesan Covenant Care Form](#) (Schedule T).

- 32(4) Upon the successful completion of the training referred to in ss. 32(1) and 32(2), the Diocese shall issue to the participant a signed copy of the [Diocesan Safe Church Regulation Training Certificate](#) (Schedule U), which shall remain in effect for a period of three (3) years.
- 32(5) The DSCC shall provide each Cleric, Lay Leader, employee and Volunteer a copy of this Regulation.
- 33(1) The DSCC shall provide refresher training on this Regulation to each Cleric, Lay Leader, employee and Volunteers of the Diocese at least once every three (3) years.
- 33(2) Upon the successful completion of the refresher training referred to in s. 33(1), the Diocese shall issue to the participant a signed copy of the [Diocesan Safe Church Regulation Refresher Training Certificate](#) (Schedule V), which shall remain in effect for a period of three (3) years.

Performance Review Standard

- 34(1) The Diocese and each Parish shall annually perform a performance interview and assessment review for each employee, lay leader, and volunteer.
- 34(2) Each performance review shall address the following:
- a) The recognition and affirmation of the accomplishments of the individual and his/her impact on the church program;
 - b) The provision of a structured environment for the individual and the supervisor to communicate openly about job performance, present job description, expectations and compensation issues, and;
 - c) The joint development of a plan to improve the individual's performance, for training or education, and for identifying objectives and goals for the future.
- 34(3) All performance reviews shall be retained in accordance with Part 2 s. 10 ([Records Management](#)).

Facilities Standards

General

- 35 The DSCC shall ensure that safe church facilities are available for all users and, without limiting the generality of the foregoing, shall ensure that the Diocese and/or each Parish adheres to standards with respect to:

- a) Facilities Examination and Audit;
- b) Facilities Checklist;
- c) Safety Standards;
- d) Washroom Standards;
- e) Use of Church Facilities
- f) Off-site activities and over-night events
- g) Billeting Facilities
- h) Health and cleanliness standard;
- i) Food allergy issues; and
- j) Building and Structural Standards.

Facilities Examination and Audit

- 36 The DSCC shall, in co-operation with the Regional Archdeacons, complete an initial examination, and periodic audit thereafter, of those facilities used for church programs within the Diocese and each Parish, to ensure compliance with Diocesan Standards for Facilities and this Regulation.

Facilities Checklist

- 37(1) The Diocese and each Parish shall complete the [Church Facilities Checklist](#), (Schedule K) for each church facility in the Diocese.
- 37(2) The Diocese shall complete a [Camp Facilities Checklist](#) (Schedule L) for each church-camp facility within the Diocese.

Facilities Safety Standards

- 38(1) The Diocese and each Parish shall ensure that each facility is equipped with all safety features and functions required by provincial and municipal jurisdictions;
- 38(2) The Diocese and each Parish shall ensure that each facility is equipped with all safety features and functions required by the [National Fire Code](#);
- 38(3) The Diocese and each Parish shall adopt [Minimum Safety Standards and Practices](#) (Schedule M),
- 38(4) If there is a conflict between a standard specified in s. 38(1), s. 38(2), and/or s. 38(3) above, then the higher safety standard shall apply;
- 38(5) The Diocese and each Parish shall ensure that each employee, Leader, Volunteer and participant of a church program is made aware of the fire exits and fire evacuation procedures of the facility.

Washroom Standards

- 39(1) Each church building shall have a functioning washroom.
- 39(2) The Diocese and each Parish shall ensure that each facility complies with the [Diocesan Washroom Standard](#) (Schedule O).
- 39(3) The Leader shall confirm, in advance of a church activity, event or program that the washroom in the facility complies with the [Diocesan Washroom Standard](#) (Schedule O).
- 39(4) If the washroom facility does not meet a standard under s. 39(3) during a church activity or event, the Leader shall take immediate corrective action, which may include the termination of the event or activity.

Openness and Visibility of Program Facilities

- 40(1) A Church program or activity shall be delivered by means of either an open door or an unobstructed interior window.
- 40(2) The delivery of a Church program shall be accessible and visible to any person including but not limited to another Leader, another volunteer, a parent, a guardian and/or a care-giver.

Use of Church Facilities by Other Community Groups

- 41(1) Each community group that uses a church facility shall comply with this Regulation.
- 41(2) The community group that uses a church facility shall complete the following:
 - a) [Agreement to Use a Church Facility](#) (Schedule P);
 - b) [Compliance Agreement- Safety Policy and Insurance Coverage](#) (Schedule Q) and;
 - c) Written confirmation by the community group's issuer of insurance that satisfies [The Diocesan Minimum Insurance Standards](#) (Schedule I).

Use of Church Facilities by Other Church Groups

- 42 A Diocesan group, or a church group from another Parish, shall comply with the minimum standards set out in this regulation when using a church facility.

Building and Structure Standards

- 44 The Diocese and each Parish shall ensure that each Church facility is in compliance with the [National Building Code](#), the [Canadian Electrical Code](#), and all other provincial and municipal legislation that establish building and structure standards.
- 45 A non-Church facility shall not be used for a Church event or activity if there is any serious, visible defect to the building or structure including to the electrical wiring that the Leader believes, or may reasonably believe, violates s. 42 above.

Transportation Standards

Driver Qualifications

- 46 Each driver shall have a valid driver's license and automobile insurance coverage and be screened in accordance with Part 3 of this Regulation.

Vehicle Requirements

- 47 The Diocese and each Parish shall ensure that:
- a) The number of persons per vehicle shall not exceed the number of seat belts;
 - b) The Driver shall ensure that qualified infant-, toddler- and/or child-seats are used in accordance with governmental requirements; and
 - c) All car-seats for children shall be fastened with a seat belt, in accordance with the requirement(s) specified by the car seat manufacturer.

Diocese of [Name]

Regulation 4-4: Diocesan Safe Church

Schedule A – The Diocesan Misconduct Policy

PURPOSE

1 The purpose of this Policy is to protect all members of the church community and, in particular, children, youth, and vulnerable adults from misconduct in a church setting.

DEFINITIONS

2 In this Policy,

“abuse” means misconduct involving physical or sexual assault, or economic, emotional, physical, or sexual misconduct of a child, youth or vulnerable adult;

“assault” means physical assault or sexual assault;

“Assistant Diocesan Misconduct Officer” means the Assistant Diocesan Misconduct Officer appointed under this Policy;

“bullying” means misconduct involving repeated incidents of negative behaviours by one person towards another person or persons so as to cause physical, sexual, economic, social, emotional or psychological harm to that/those other person(s);

“child” means a person who is thirteen (13) years of age or younger;

“Cleric” means a Bishop, Priest, Transitional Deacon, or Vocational Deacon licensed in the Diocese;

“church worker” means a Cleric, a lay-member, an employee, a Leader, or a volunteer of the Diocese or Parish in relation to an activity, an event or a program that is sponsored or delivered by the Church.

“Committee”; means The Diocesan Misconduct Committee appointed under this Policy;

“complainant”; means a person who alleges s/he is the subject of misconduct by a respondent.

“confession” means the confessing of sins to a priest, as a religious duty; more fully, an auricular confession;

“Diocese” means The Diocese of [Name] as constituted by Letters Patent issued by Her late Majesty, Queen Victoria, dated April 25, 1845; and, for the purposes of this Policy, includes the Synod, the Diocesan Council, or any Diocesan body.

“Diocesan Misconduct Officer” means the Diocesan Misconduct Officer appointed under this Policy;

“economic misconduct” means the breach of a position of trust wherein one person takes control of or materially affects another person or persons’ economic resources without their prior consent;

“emotional misconduct” means an abuse of authority wherein one person behaves unacceptably in a manner, which diminishes another person’s identity, personal dignity and/or self worth and may negatively impact the mental health;

“employee” means a person who performs certain duties in return for remuneration by the employer;

“exploitation” means misconduct that may incorporate harassment, assault or abuse. It focuses on the power of the perpetrator in relation to the vulnerability of the victim and refers to a breach of trust and/or the act of taking advantage of such vulnerability for one's own gain.

“formal complaint” means a complaint of misconduct that is not a minor complaint.

“harassment” means unwelcome comments, unacceptable behaviour, or other conduct which is known or ought reasonably to be known to be offensive, demeaning, humiliating, derogatory or otherwise disrespectful of another person. It is conduct that tends to interfere with an environment of understanding and mutual respect. It may be sexual or non-sexual in nature.

“Leader position” or “Leader” means a leadership role in an activity, event or program by a lay person or Cleric in which s/he has authority for the delivery of the activity, event or program, and who is expected to have direct interaction with or oversight of children, youth or vulnerable adults.

“minor complaint” means a complaint of alleged misconduct that is, to the knowledge and belief of the Leader, an isolated incident that does not allege assault, and is subject to section 24(2), and is made by someone other than a child, youth or vulnerable adult, and may be informally resolved to the satisfaction of the Leader and the parties to the complaint.

“misconduct” means unacceptable behavior, abuse or maltreatment that includes physical or sexual assault, bullying, harassment and/or economic, emotional, physical or sexual misconduct, and for the purposes of this Policy, includes any discriminatory practices described in the Canadian Human Rights Act and/or the New Brunswick Human Rights Act.

“Parish” means a geographical area or a community of Church members committed to the pastoral care of a Cleric;

“Parish” means a corporation comprising the Rector, Church Wardens and Vestry of a parish continued or created under the Anglican Church Act 2003;

“physical assault” means an assault of a physical nature, other than a sexual assault, that violates the physical integrity of the person who is assaulted. An "assault" occurs when the following four conditions are met:

- a) One person applies force to another person or threatens to apply force;
- b) It is intentional;
- c) It may or may not result in physical harm;
- d) The physical contact is without consent;

“physical misconduct” means unacceptable behaviour by one person, including physical assault, that affects the bodily integrity and/or security of another person, other than sexual misconduct;

“program (ministry)” means a structured series of similar activities or events governed and run by the Diocesan Synod or a Parish which spans a period of weeks or months and in which the level of risk is expected to remain constant; e.g., weekly worship services, weekly Church School, visitations, weekly youth meetings, operation of the Sunday morning nursery, an out-of-the-cold program;

“Province” means the Ecclesiastical Province of Canada;

“public” as an adverb means open, transparent and available to all.

“respondent” means a person against whom a complaint of misconduct is made;

“sexual assault” means an assault of a sexual nature that violates the sexual integrity of the person who is assaulted. The following shall be considered when applying this definition and this Policy:

- i) An "assault" happens when:
 - a) One person applies force to another person or threatens to apply force;
 - b) intentionally, and;
 - c) without consent.
- ii) The assault will be "aggravated" if the person who is assaulted is wounded, maimed or disfigured or his or her life is endangered;
- iii) In deciding if an assault is sexual, many factors may be considered including the part of the body touched or threatened to be touched, the situation in which it occurred, the words and gestures of the person alleged to have committed the assault and any words and gestures of the person alleged to have been assaulted;
- iv) Gender is not relevant to a determination of whether a sexual assault has occurred;

- v) Sexual offences are described in Part V and Part VIII of the Criminal Code of Canada and some but not all of those offences are:
 - a) Aggravated sexual assault;
 - b) Bestiality;
 - c) Incest;
 - d) Inviting a person under the age of fourteen (14) to touch for a sexual purpose;
 - e) Sexual assault;
 - f) Sexual assault with a weapon or sexual assault causing bodily harm;
 - g) Sexual exploitation which is sexual interference or invitation by a person in a position of trust or authority towards:
 - 1) A young person, or;
 - 2) A person in a relationship of dependency or;
 - 3) A person with a mental or physical disability; and
 - h) Sexual interference which is sexual touching of a person under the age of fourteen (14).

Note: Consent is understood as non-coercive. If a victim agrees to any assault under threat, or if consent is obtained by fraud or by the influence of a person in authority over the victim (e.g. counselor, Cleric, guardian), it will be deemed to be no consent. An accused may show "honest belief" of consent and may not be convicted. However, it is always the case that no consent exists for children under age twelve (12); under specific circumstances with peers for children age twelve and thirteen (12-13), and with young persons aged fourteen to eighteen (14 – 18), consent is not valid if the accused was in a position of authority over them. Also there are further provisions for mentally or otherwise incapacitated or vulnerable children, adolescents and adults. (Criminal Code of Canada, R.S.C. 1985, c. C-46)

“sexual harassment” means behaviour of a sexual nature that is known or ought reasonably to be known to be unwanted or unwelcome, including:

- i) Any coercion or attempt to coerce an unwilling person into a sexual relationship, or to subject a person to persistent unwanted sexual attention, or to punish a refusal to comply, or to reward compliance.
- ii) Sexual harassment shall be understood as an exploitation of a power relationship, rather than as an exclusively sexual issue.
- iii) Sexual harassment may involve a wide range of behaviours from verbal innuendo and subtle suggestions to overt demands and unwanted inappropriate physical contacts of a sexual nature. It may be one incident or a series of incidents.
- iv) Sexual harassment includes actions that contribute to an environment that is "poisoned" by suggestive pictures or cartoons, and/or other offensive acts. Federal and provincial law prohibits sexual harassment.

- v) Sexual harassment is prohibited by federal and provincial law.

“sexual misconduct” means any act of sexual harassment, sexual assault, sexual exploitation, sexual abuse or any other sexual activity or conduct (including but not limited to sexual intercourse) in which the church worker takes advantage of the vulnerability of a person under her or his pastoral care or other guidance or leadership. Such behaviour, whether it appears to be initiated by the church worker or by the person under care or leadership, shall be deemed to be sexual misconduct. This definition is applicable to all church workers: lay or ordained, paid or volunteer.

“Volunteer” or “Volunteer Helper” means a lay person who is involved in a program with children, youth or vulnerable adults but who is not a leader;

“vulnerable adult” means a person who is nineteen (19) years of age or older, and because of his or her age, disability or other circumstances, whether temporary or permanent, is in a position of dependence on others or is otherwise at a greater risk than those in the general population of being harmed by a person in a position of authority or trust relative to him or her;

“youth” means a person who is between fourteen (14) and eighteen (18) years of age, inclusive.

PRINCIPLES

- 3(1) The Diocese shall provide a safe environment for its clergy and lay persons;
- 3(2) The Diocese shall protect the safety and well-being of a complainant, respondent and other affected persons.
- 3(3) A complaint shall be taken seriously and shall be investigated as quickly as is reasonably possible.
- 3(4) The Diocese shall provide pastoral care to all affected by an allegation of misconduct under this Policy.
- 3(5) Confidentiality shall be respected.
- 3(6) A respondent shall be presumed innocent until proven guilty.
- 3(7) A respondent and a complainant have the right to be represented by legal counsel or another representative of their own choice.
- 3(8) No person shall interfere with a criminal, civil or administrative investigation;
- 3(9) The Diocese, a Parish or a church Leader shall immediately report an incident of sexual assault or abuse of a child, youth or vulnerable adult to the Minister of Social

Development under the N.B. Family Services Act [see Chapter F-2.2, Part III, *Protection Services*: <http://www.gnb.ca/0062/PDF-acts/f-02-2.pdf>], and to the responsible policing authority;

- 3(10) No person shall knowingly make a false or vexatious complaint.
- 3(11) A person whose role is identified within this policy and who fails to implement this policy appropriate to his/her responsibility shall be subject to disciplinary action(s) as established by the General Synod, the Provincial Synod and/or Diocesan Synod, as appropriate.

PREVENTION

- 4 The Diocese and each Parish shall ensure that each Leader receives training, in accordance with Part 3 of this Regulation ([Human Resources Training](#)).

ADMINISTRATION

Diocesan Misconduct Officer

- 5(1) The Diocesan Council shall appoint a Diocesan Misconduct Officer;
- 5(2) The term of the Diocesan Misconduct Officer shall not exceed six (6) consecutive years.
- 5(3) The Diocesan Misconduct Officer shall report to the Diocesan Council.
- 5(4) The Diocesan Misconduct Officer shall be responsible for the specific functions assigned to him or her under this policy, and for the general administration of this policy.
- 5(5) The Diocesan Council shall appoint an Assistant Diocesan Misconduct Officer;
- 5(6) The term of the Assistant Diocesan Misconduct Officer shall not exceed six (6) consecutive years.
- 5(7) The Assistant Diocesan Misconduct Officer shall assist the Diocesan Misconduct Officer, and shall act in case of the absence or incapacity of the Diocesan Misconduct Officer, or when the office of the Diocesan Misconduct Officer is vacant.

Diocesan Misconduct Committee

- 6(1) The Diocesan Council shall appoint a Diocesan Misconduct Committee (hereinafter referred to as "the Committee") comprising two clergy and two lay members;

- 6(2) The Diocesan Council shall designate the Chair of the Committee.
- 6(3) The term of the Chair of the Committee shall not exceed six (6) consecutive years.
- 6(4) The Committee shall be responsible for the investigation of all formal complaints.

Panels of Investigators and Mediators

- 7(1) The Diocesan Council shall appoint triennially a Panel of Investigators and a Panel of Mediators; the composition of each panel shall address experience, training and regional representation.
- 7(2) The Panel of Investigators shall consist of a minimum of three persons.
- 7(3) The Panel of Mediators shall consist of a minimum of three persons.
- 8 The Committee may enlist the assistance of one or more Investigators and/or Mediators.

MAKING A COMPLAINT

General

- 9(1) A complainant may make a minor complaint or a formal complaint against a respondent.
- 9(2) If the complainant is a child, youth or vulnerable adult, then either the complainant, the Leader or other person, shall within twenty-four (24) hours inform the Diocesan Misconduct Officer of the complaint.
- 9(3) A complainant shall prove that s/he has been subject to misconduct, and a respondent is deemed to be innocent until proven otherwise.
- 10(1) A complainant or a respondent who is a child shall proceed only through her or his parent, guardian, a person *in local parentis*, or other legal representative.
- 10(2) A complainant or a respondent who is a youth or a vulnerable adult may, at the discretion of the Diocesan Misconduct Officer or the Committee, proceed either alone or only through her or his parent, guardian, a person *in local parentis*, or other legal representative.
- 11 The complainant may withdraw his/her complaint at any time.

- 12 The Diocese or Parish may assist the complainant and respondent to meet the requirements of this policy.
- 13 The Diocesan Misconduct Officer may refer a matter falling under the scope of this Policy to the Committee on his or her own motion, notwithstanding that no formal complaint has been filed.

Minor Complaint

- 14(1) A complainant may make a minor complaint either orally or in writing.
- 14(2) Each minor complaint shall be addressed in accordance with s. 24.

Formal Complaint

- 5(1) A complainant shall complete the Diocesan Misconduct Complaint Form (Appendix 1), and submit it as the written complaint to the Diocesan Misconduct Officer within twelve (12) months of the alleged misconduct.
- 15(2) The Committee may extend, at its sole discretion, the time limit given in s. 15(1) for the filing of a written, formal complaint.
- 15(3) Each formal complaint shall be addressed in accordance with s. 25 to 36.
- 15(4) The Diocesan Misconduct Officer shall, within five (5) days, provide the respondent a written notification of receipt of a formal complaint.
- 15(5) The Diocesan Misconduct Officer shall provide a copy of the formal complaint to the respondent and the Leader of the activity, event or program in which the complaint arose.

Special Complaint Circumstances

- 16(1) Where a complaint is made against either the Bishop or the Diocesan Misconduct Officer, it shall be submitted directly to the Chair of the Committee, and the Committee shall investigate the complaint.
- 16(2) Where a complaint is made against the Diocesan Misconduct Officer, the Bishop shall determine the complaint.
- 16(3) Where a complaint is made against the Bishop, The Metropolitan of the Province shall determine the complaint.

- 16(4) Where a complaint is made against the Metropolitan, and the Metropolitan is also the Diocesan Bishop, the Diocesan Misconduct Officer shall request the Primate or another Bishop from the Province to determine the complaint.
- 16(5) Where a complaint is made against a member of the Committee, the member shall not participate in the proceedings and the remaining members of the Committee shall complete the investigation and/or mediation of the complaint.

PASTORAL CARE AND COUNCELING

- 17(1) The Committee shall, without delay, provide pastoral care and counseling assistance to the complainant, the respondent, and their families.
- 17(2) Where appropriate, the Bishop may direct and provide resources for pastoral care and counseling services to the affected church community (ies).
- 17(3) Notwithstanding s. 17(1) and 17(2), no person who is a party to, or a witness in the proceeding of a formal complaint investigation shall provide pastoral care or counseling services.

COMPLAINT PROCEEDURE

General

- 18 A complaint filed under this Policy shall be investigated either as a minor complaint or a formal complaint.
- 19 A third party, who honestly and in good faith believes there has been a violation under this Policy, may bring the matter to the attention of a Leader or the Diocesan Misconduct Officer, and encourage the potential complainant to make a complaint.
- 20 The Diocesan Misconduct Officer, or the Committee, may, at any time, refer a complaint to mediation under s. 36.
- 21 The Diocesan Misconduct Officer, or any other person, shall immediately report an alleged incident of sexual assault or sexual harassment of a child, youth, or vulnerable adult to the Minister of Social Development under the NB Family Services Act [Chapter F-2.2, Part III, *Protection Services*: <http://www.gnb.ca/0062/PDF-acts/f-02-2.pdf>], and to the responsible policing authority.
- 22 A Cleric who has heard a confession from any party to a proceeding under this Policy shall disclose that fact to the Bishop and shall not participate further in the proceeding.

Confidentiality

- 23(1) All proceedings under this Policy shall be public.
- 23(2) All documents that form part of a proceeding under this Policy shall be public and part of the record.
- 3(3) Notwithstanding s. 23(1) and 23(2), the Bishop may, after consultation with the Diocesan Misconduct Officer and the Diocesan Chancellor, require that proceedings be held in private and/or a document not be disclosed to the public.

Minor Complaints

- 24(1) Where the complainant is an adult, other than an vulnerable adult, the Leader may investigate and settle the complaint;
- 24(2) Where the complainant is a child, youth or vulnerable adult, the Diocesan Misconduct Officer may personally settle it as a minor complaint or request the Leader to do so.
- 24(3) Upon settling a minor complaint, the Leader or the Diocesan Misconduct Officer as the case may be, shall submit a written summary to the Territorial Archdeacon and the Office of the Diocesan Misconduct Officer not later than twenty-one (21) days after the complaint arose.
- 24(4) If a Leader or the Diocesan Misconduct Officer fail to settle a minor complaint, it shall be investigated as a formal complaint.

Formal Complaints

- 25(1) The Diocesan Misconduct Officer shall immediately refer a formal complaint to the Committee and inform the Territorial Archdeacon(s) and the Parish(s) of the complaint.
- 25(2) The Diocesan Misconduct Officer shall advise the complainant and respondent of their right to legal counsel.
- 26(1) The Diocesan Misconduct Officer may recommend to the Bishop that s/he suspends the license of a Cleric who is a respondent in a formal complaint, and the Bishop shall make a decision on this recommendation within ten (10) days.
- 26(2) The Diocesan Misconduct Officer may recommend to the Diocese or a Parish that is suspends, with or without pay, a Diocesan or Parish lay employee who is a respondent in a formal complaint, and the Diocese or the Parish shall make a decision on this recommendation within ten (10) days.

- 26(3) The Diocesan Misconduct Officer may recommend to the Diocese or a Parish that it suspend a Diocesan or Parish Volunteer who is a respondent in a formal complaint, and the Diocese or the Parish shall make a decision on this recommendation within ten (10) days.
- 27(1) The Committee shall investigate all formal complaints under this Policy.
- 27(2) The Committee shall commence an investigation immediately upon receipt of a formal complaint.
- 27(3) Notwithstanding s. 27(1) and 27(2), all proceedings under this Policy shall be suspended following the commencement of proceedings under the New Brunswick Family Services Act or criminal proceedings in relation to the same matter.
- 28 No person, including the Diocesan Misconduct Officer, the Committee, an Investigator, a Mediator, and the Leader, shall under any circumstances advise the complainant that the procedure under this Policy is a substitute for criminal, civil, or administrative proceedings outside the Policy.

Complaint Investigation and Report

- 29(1) The Committee shall complete its complaint investigation and submit an Investigation Report to the Diocesan Misconduct Officer within sixty (60) days of receipt of the complaint.
- 29(2) The Committee may delegate to an Investigator the tasks of completing the complaint investigation and preparing a draft Investigation Report.
- 29(3) The Investigation Report shall address the following minimum requirements:
- a) The names of the parties and persons interviewed;
 - b) The written complaint, including the date the complaint allegedly arose;
 - c) The respondent's response to the complaint;
 - d) Confirmed findings of fact;
 - e) Alleged but unconfirmed statements;
 - f) A factual conclusion, if possible;
 - g) Deductions from the findings of fact;
 - h) Recommendations;
 - i) The Name(s) of the person(s) who prepared the report;
 - j) The date of the report.

Decision

- 30 The Diocesan Misconduct Officer shall, within twenty-one (21) days of the receipt of the Investigation Report, make a finding on whether the complaint is substantiated or not, or if appropriate refer it to mediation.
- 31(1) If the Diocesan Misconduct Officer determines a complaint has been substantiated, s/he may impose a penalty on the respondent, or may refer the matter to the Minister of NB Social Development, the responsible policing authority or another external authority.
- 31(2) Following receipt of the Investigation Report, or the failure of mediation, the Diocesan Misconduct Officer may dismiss the complaint or impose a penalty, including:
- a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension with or without terms;
 - d) A recommendation to the Bishop that a Cleric or a layperson in a leadership role be dismissed from a Clerical position, lay employment, or a volunteer position.
- 31(3) The Diocesan Misconduct Officer shall give a written decision, with reasons, on the discipline to be invoked and shall provide a copy to the complainant, respondent and the Bishop.
- 31(4) If a complaint is found to be false or malicious, discipline under this Policy may be imposed on the complainant.
- 32(1) A party may appeal the decision of the Diocesan Misconduct Officer as per s. 31(3), in a written submission to the Bishop within thirty (30) days.
- 32(2) The Bishop shall make a decision on the appeal (as per s. 32(1)) within sixty days (60).
- 33(1) The Bishop shall revoke the license of a Cleric found guilty of the sexual assault of a child, youth, or vulnerable adult in a criminal proceeding.
- 33(2) The Bishop shall dismiss from employment, and/or remove as a volunteer with the Church any layperson, employee or volunteer found guilty of sexual assault of a child, youth, or vulnerable adult in a criminal proceeding.
- 34(1) If a Respondent is found to be in violation of the Misconduct Policy specifically, or the Safe Church Regulation in general, then the Respondent shall complete full-scope training on both the Misconduct Policy and the Safe Church Regulation.
- 34(2) A Respondent subject to s. 34(1) may not participate or work, in any capacity, in another church activity, event or program anywhere within the Diocese of [Name] until the training specified in s 34(1) has been completed to the satisfaction of the Diocesan Misconduct Officer. .

- 34(3) The Diocesan Misconduct Officer, in co-operation with the Diocese and Parish and after consultation with the Bishop, shall decide if a guilty Respondent, who has completed the training to a satisfactory level pursuant to s. 34(2), may again participate or work, in any capacity, in a church activity, event or program that involves either a child, youth and/or vulnerable adult in any Parish and/or the Diocese.
- 34(4) The Diocesan Misconduct Officer shall issue a written decision on the eligibility of a guilty Respondent (as per s. 34(3)) within sixty (60) days of receiving a request for Reinstatement of Privilege from the Respondent, a Parish or the Diocese.
- 34(5) The decision of the Diocesan Misconduct Officer as per s. 34(4) shall be final and not appealable.
- 35 In response to a request for a reference check in relation to employment or work, the Bishop shall disclose information relating to:
- a) Any disciplinary action taken under s. 31(2) (b), (c) or (d), or s. 34(2), and;
 - b) A decision in any criminal, civil or administrative proceeding in relation to the same matter of the complaint.

MEDIATION

- 36(1) The parties to a complaint may engage in mediation at any time in a proceeding upon executing the Mediation Agreement set out in Appendix 2, except when the alleged misconduct is subject to s. 3(9) or s. 21.
- 36(2) The Diocese shall be responsible for the costs of mediation, including the Mediator, with the exception that the complainant and the respondent shall each be responsible for their own legal expenses.
- 36(3) If the matter is referred to mediation, neither the Diocesan Misconduct Officer nor the parties shall take any further legal action.
- 36(4) The mediation process shall be completed within sixty (60) days.
- 36(5) If mediation fails, the parties shall resume the investigative and/or decision-making process.

EXTERNAL COMMUNICATIONS

External Authorities

- 37(1) The Diocese and/or a Parish shall co-operate and share information relating to a complaint with an external investigating authority, including the NB Minister of Social Development, a police authority, the Canadian or New Brunswick Human Rights Commission or other body.
- 37(2) The Diocesan Misconduct Officer shall, upon written request, make a report of the incident(s) to an external investigating authority, as per s 37(1).

Media and the Public

- 38(1) The Diocesan Misconduct Officer shall be the sole media spokesperson for the Diocese or Parish in relation to any matter under this Policy, unless directed otherwise by the Bishop.
- 38(2) The Diocesan Communications Officer shall assist in the preparation of all media announcements under this Policy.
- 38(3) The names of the alleged complainant(s), respondent(s), other witnesses or third parties shall be disclosed unless the Bishop determines that some of or all such information should remain confidential in accordance with s. 23 (Confidentiality).

RECORDS MANAGEMENT

- 39(1) The Diocesan Misconduct Officer shall, in accordance with the Diocesan Privacy Policy (Schedule B of this Regulation), retain in a central and secure location all records for a minimum of thirty-five (35) years, including but not limited to:
- a) All summaries of minor complaint settlements.
 - b) All formal complaints;
 - c) Findings, recommendations, and reports of the Committee;
 - d) Findings, recommendations, and reports of the Investigator(s)
 - e) Information made available by a Mediator to the Diocesan Misconduct Officer or the Committee;
 - f) All written decisions and other communications by the Diocesan Misconduct Officer and/or the Bishop.
 - g) All communications by the Diocese or a Parish relating to a complaint under this Policy.

- 39(2) At the conclusion of the time limit specified in s. 39(1) hereof, the Diocese and each Parish shall transfer the record(s) to the Diocesan Archivist in accordance with Canon Five.

POLICY REVIEW AND AUDIT

- 40 The Diocesan Misconduct Officer shall present a report at each regular meeting of the Synod, which shall include:
- a) Statistics on the number of complaints made under this Policy since the last report;
 - b) The number of complaints resolved and in what manner they were resolved, and;
 - c) Recommendations, if any, for changes to this Policy.
- 41(1) The Diocesan Council, through the Diocesan Human Resources Committee, shall review this Policy at least once every three (3) years.
- 41(2) The Diocesan Council shall conduct an audit of the processes under this Policy at least once every five years.

Revised by Diocesan Council
DD Month Year

Schedule A – The Diocesan Misconduct Policy

Insert
Diocesan
Seal

Appendix 1 – Diocesan Misconduct Complaint Form

Use a pen. Do not use a pencil. Be sure to complete Sections A through I, inclusive of the form. Contact the Diocesan Misconduct Officer or the Leader of the event, activity or program if you need any assistance to complete the form. Submit the completed form to either the Diocesan Misconduct Officer or the Leader. Please sign and date each page of the form, and each additional page that you may attach.

Timeline to Submit Your Complaint:

The Diocesan Misconduct Officer must receive your complaint with twelve (12) months after the alleged misconduct event took place.

Today's Date: _____
(yyyy/mm/dd)

SECTION A: Your Name and Age (You are the Complainant)

A1: _____
Your Surname, First Name, (Nick-name), Initial

A2: _____
Your Age in Years

If you are complaining on behalf of someone else, then identify the name and age of that person; otherwise, insert 'Not/Applicable', sign and date the bottom of the page, and skip to Section B:

A3: _____
Surname, First Name (Nick-name), Initial

A4: _____
Age in Years

_____, Page ____ of ____ pages
Complainant's Signature Date (yyyy/mm/dd)

SECTION B – Who are your complaining about? (This is the Respondent)

B1: Name of person (Please print):			
Street or Mailing Address:			
Town/City and Province	Postal Code	Email Address (if known)	Telephone or Cellular Phone Number (include area code)

Additional Respondent(s)
(2)

B2: Name of person (Please print):			
Street or Mailing Address:			
Town/City and Province	Postal Code	Email Address (if known)	Telephone or Cellular Phone Number (include area code)

(3)

B3: Name of person (Please print):			
Street or Mailing Address:			
Town/City and Province	Postal Code	Email Address (if known)	Telephone or Cellular Phone Number (include area code)

_____, Page ____ of ____ pages
Complainant's Signature Date (yyyy/mm/dd)

SECTION C – Identify the Leader(s) and the Church activity, event or program where the misconduct took place.

“Leader” means a leadership role in an activity, event or program by a lay person or religious leader in which s/he has authority for the delivery of the activity, event or program and who is expected to have direct interaction with or oversight of children, youth or vulnerable adults.

<p>C1: Name of Leader (1), (Please print):</p> <p>Telephone or Cellular Number (Include area code):</p> <p>Email Address:</p>			
<p>Name of Co-Leader (2), (Please print):</p> <p>Telephone or Cellular Number (Include area code):</p> <p>Email Address:</p>			
<p>Name of Co-Leader (3), (Please print):</p> <p>Telephone or Cellular Number (Include area code):</p> <p>Email Address:</p>			
<p>Name of the Church Event, Activity or Program where the misconduct took place</p>			
<p>Location of the Church Event, Activity or Program where the misconduct took place:</p> <p>Street Address (Please Print):</p>			
<p>Town/City</p>	<p>Province</p>	<p>Postal Code</p>	<p>Telephone or Cellular Phone Number (include area code)</p>

_____, Page ____ of ____ pages
 Complainant's Signature Date (yyyy/mm/dd)

SECTION D – Identify the Type of Alleged Misconduct

D1: Definition of Misconduct:

“misconduct” means unacceptable behavior, abuse or maltreatment that includes physical or sexual assault, bullying, harassment and/or economic, emotional, physical or sexual misconduct, and for the purposes of this Regulation, includes any discriminatory practices described in the [Part 1 \(Proscribed Discrimination\)](#) of the Canadian Human Rights Act or the [New Brunswick Human Rights Act](#);

D2: Burden of Proof and Presumed Innocent:

In accordance with s. 9(3) of the Diocesan Misconduct Policy, a complainant shall prove that s/he has been subject to misconduct, and a respondent is deemed to be innocent until proven otherwise.

D3: Check off one or more boxes that you believe represents a true and accurate account of the type of misconduct:

- | | |
|---|---|
| <input type="checkbox"/> Physical assault, | <input type="checkbox"/> Sexual assault, |
| <input type="checkbox"/> Bullying (Physical, Emotional, Psychological), | <input type="checkbox"/> Harassment (Physical or Sexual), |
| <input type="checkbox"/> Economic misconduct, | <input type="checkbox"/> Emotional misconduct, |
| <input type="checkbox"/> Physical misconduct, | <input type="checkbox"/> Sexual misconduct |

Note: Definitions for each type of misconduct are provided in the Diocesan Misconduct Policy (Schedule A, Safe Church Regulation);

- ☐ Discriminatory practice (Check off one or more boxes that apply)
- | | | | |
|--|--|--|---|
| <input type="checkbox"/> Race, | <input type="checkbox"/> Ancestry, | <input type="checkbox"/> National Origin, | <input type="checkbox"/> Place of Origin, |
| <input type="checkbox"/> Colour, | <input type="checkbox"/> Religion, | <input type="checkbox"/> Marital Status, | <input type="checkbox"/> Mental Disability, |
| <input type="checkbox"/> Age, | <input type="checkbox"/> Sex, | <input type="checkbox"/> Sexual Orientation, | <input type="checkbox"/> Physical Disability, |
| <input type="checkbox"/> Political, Belief | <input type="checkbox"/> Social, Condition | <input type="checkbox"/> Employment Status, | <input type="checkbox"/> Voluntary Status |

_____, Page ____ of ____ pages
Complainant's Signature Date (yyyy/mm/dd)

SECTION E – When did the misconduct occur? If more than one occurrence, identify the dates of the first and most recent occurrence. If there were more than three occurrences of misconduct, please state in Section E4 below the date of each additional occurrence to the best of your knowledge. Attached another page if more space is required; please remember to sign, date and number each additional page.

E1: Misconduct Event #1 Date: _____ (First Occurrence)
(yyyy/mm/dd)

E2: Misconduct Event #2 Date: _____
(yyyy/mm/dd)

E3: Misconduct Event #3 Date: _____ (Most Recent Occurrence)
(yyyy/mm/dd)

E4: Additional comments:

_____, Page ____ of ____ pages
Complainant's Signature Date (yyyy/mm/dd)



No,

(yyyy/mm/dd)

[illegible]

_____, Page ____ of ____ pages
Date (yyyy/mm/dd)

[illegible]

_____, Page ____ of ____ pages
Complainant's Signature Date (yyyy/mm/dd)

[illegible]

_____, Page ____ of ____ pages
Complainant's Signature Date (yyyy/mm/dd)

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_____, Page ____ of ____ pages
Complainant's Signature Date (yyyy/mm/dd)

SECTION I - Complainant's Declarations and Understandings. Read the following four statements. Sign and date after each statement. If the Complainant is a child or youth, then the parent or guardian shall sign below each statement as well.

I1: I am making a complaint under the Diocesan Safe Church Regulation – Diocesan Misconduct Policy. I declare the information I have provided on this form to be true and accurate to the best of my knowledge and belief.

_____; _____,
Complainant's Signature Date (yyyy/mm/dd)

_____; _____,
Complainant's Parent or Guardian Signature Date (yyyy/mm/dd)
(If the Complainant is a child)

I2: I understand that if my complaint is accepted by the Diocesan Misconduct Officer, then a copy of the accepted complaint will be sent to the Respondent(s):

_____; _____,
Complainant's Signature Date (yyyy/mm/dd)

_____; _____,
Complainant's Parent or Guardian Signature Date (yyyy/mm/dd)
(If the Complainant is a child)

I3: I understand that the Diocese will also send any supporting medical information and other important record or document to the Respondent(s) during the investigation process:

_____; _____,
Complainant's Signature Date (yyyy/mm/dd)

_____; _____,
Complainant's Parent or Guardian Signature Date (yyyy/mm/dd)
(If the Complainant is a child)

Page ____ of ____ pages

I4: I have signed, dated and numbered each page, including each additional page attached, of this complaint form:

_____; _____,
Complainant's Signature Date (yyyy/mm/dd)

_____; _____,
Complainant's Parent or Guardian Signature Date (yyyy/mm/dd)
(If the Complainant is a child)

REMEMBER TO PROVIDE THE DIOCESAN MISCONDUCT OFFICER WITH ANY CHANGES TO YOUR CONTACT INFORMATION AS THE DIOCESE MAY CLOSE YOUR COMPLAINT AS HAVING BEEN ABANDONED IF WE ARE UABLE TO CONTACT YOU.

End of Diocesan Misconduct Complaint Form

Page _____ of _____ pages

Regulation 4-4: Diocesan Safe Church

Schedule A – The Diocesan Misconduct Policy

Appendix 2 – Tracking the Diocesan Misconduct Complaint Form

The Office of the Diocesan Misconduct Officer shall complete the following information upon receipt of this complaint form, and update this section from time to time throughout the complaint resolution process.

1 Date the Misconduct Complaint Form Was Received: _____
(by the Leader or the Diocesan Misconduct Officer) (yyyy/mm/dd)

2 Date of the Most Recent Misconduct Event: _____
(yyyy/mm/dd)

3: Assess the Elapsed Period After The Misconduct Event

Have twelve (12) months elapsed between the misconduct event (s. 2) and the receipt of the Diocesan Misconduct Complaint Form (s. 1)? ☐ No; ☐ Yes

If Yes, The Diocesan Misconduct Officer shall inform the Complainant that the statute of limitation of 12 months has elapsed, in accordance with Section 15(1) of The Diocesan Misconduct Policy, and pastorally advise that there will be no investigation or further action concerning this complaint.

4 Assess if this is a Minor Complaint or a Formal Complaint:

“minor complaint” means a complaint of alleged misconduct that is, to the knowledge and belief of the Leader, an isolated incident that does not allege assault, and is subject to Section 24(2) of The Diocesan Misconduct Policy, and is made by someone other than a child, youth or vulnerable adult, and may be informally resolved to the satisfaction of the Leader and the parties to the complaint. A minor complaint may be communicated to either the Leader or The Diocesan Misconduct Officer, and may be either written or oral.

“formal complaint” means a complaint of misconduct that is not a minor complaint.

☐ Minor Complaint; ☐ Formal Complaint

For a Minor Complaint, the Leader or Diocesan Misconduct Officer shall submit a written summary of an oral complaint, or this complaint form completed by the Complainant, to the Territorial Archdeacon within 21 days after the complaint arose, in accordance with s. 24(3) of The Diocesan Misconduct Policy.

Date of this assessment: _____
(yyyy/mm/dd)

Date this assessment was reviewed by Diocesan Misconduct Officer: _____
(yyyy/mm/dd)

5 Status of Resolution of Complaint: Give the date and a brief description for each status update. **Each update shall be initialed by the person making the update.**

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Appendix 3 – Mediation Agreement

THIS IS A MEDIATION AGREEMENT made this _____ day of
_____ in the year of our Lord, 20 ____.

B E T W E E N: _____

_____ OF THE FIRST PART

- and -

_____ OF THE SECOND PART

- and -

The Diocese of [Name]

_____ THE MEDIATOR

1. AGREEMENT

The parties agree:

- (1) To attempt to settle a controversy through the mediation process on the terms contained in this agreement;
- (2) That the parties will be present at mediation or will have a representative present who will have authority to settle the case on the spot;
- (3) That the parties enter in this mediation with the intent to work towards a mutually acceptable settlement and will conduct themselves in good faith at all times;
- (4) That the mediation will be closed and all discussions between the parties will be confidential and no communication made by the parties or by the mediator will be admissible in evidence at any subsequent proceeding except as mutually agreed upon;
- (5) This agreement will continue in force from the date of the signing until it either is replaced by another agreement, or the mediation process is terminated, or the mediation process is extended for a further period, each condition being subject to the mutual consent of both parties.

2. IMPARTIALITY OF THE MEDIATOR

- (1) The parties acknowledge that the mediator is an impartial third party and that the mediator's role is to assist the parties to negotiate a voluntary settlement of issues arising between them. As such, the parties acknowledge that the primary responsibility for resolving their disputes rests with them and not with the mediator who acts as a facilitator only. It is understood by the parties that the mediator will not represent either of the parties in any subsequent legal proceedings between them.

3. ACKNOWLEDGEMENTS BY THE PARTIES

- (1) The parties acknowledge that the mediator will not give legal advice or a legal opinion with respect to individual rights, obligations and entitlements under the laws of the Province or any other jurisdiction.
- (2) The parties further acknowledge that they have been specifically advised by the mediator to obtain independent legal advice during the course of mediation.

- (3) If one of the parties refuses to obtain independent legal advice, he or she hereby agrees to indemnify and save the mediator harmless from any and all liabilities arising out of or related to any mediated settlement.

4. MEDIATOR'S CONFIDENTIALITY

- (1) During the mediation process the mediator may disclose to either or both parties any information provided by the other party unless the disclosing party has specifically requested the mediator to keep the information confidential.
 - i. The mediator will not disclose to anyone who is not a party to the mediation except:
 - ii. with the consent of all parties;
 - iii. where required by law;
 - iv. where the information suggests an actual or potential threat to human life or safety.

5. NO SUMMONS OR SUBPOENA

- (1) It is agreed that none of the parties will call the mediator as a witness to testify as to the fact of a mediation or as to any oral or written communication made during mediation. Nor will the parties summon, subpoena, or seek access to any document prepared for or in connection with mediation including any records, notes or work product of the mediator.

6. MEDIATION SESSIONS

- (1) The mediator will schedule the time and place for the mediation sessions in consultation and with the consent of the parties.

7. COSTS OF MEDIATION

- (1) The Diocese shall be responsible for the costs of mediation, including the Mediator, with the exception that the complainant and the respondent shall each be responsible for their own legal expenses.

8. REPORT BY MEDIATOR

- (1) If an agreement has been mediated, the mediator will prepare interim minutes of settlement respecting agreements reached on issues of dispute.

- (2) If no agreement is reached on the issues, the mediator will prepare reports stating only whether or not mediation was successful and outlining the process followed.

9. TERMINATION OF MEDIATION

- (1) All of the parties have the right to withdraw from the mediation process at any time during mediation on notice to the mediator and the other party.
- (2) The mediator has the right to suspend or terminate the mediation process at any time when in his or her opinion continuation of the process would result in harm or prejudice to one or both parties.
- (3) This agreement will continue in force from the date of the signing until an agreement is reached or the mediation process is terminated or the mediation process is extended with the mutual consent of both parties for a further period.
- (4) The confidentiality, admissibility, compellability of the mediator or the mediator's notes, the liability of the mediator, and the without prejudice clauses of this agreement remain in effect indefinitely with regard to any information obtained through the mediation process (discussions) that is subject to this agreement.

10. UNDERTAKINGS

- (1) The parties hereby undertake to make full disclosure of all relevant information reasonably required by the mediator to understand the outstanding issues.
- (2) No party or anyone acting on their behalf, will initiate or take any fresh steps in any legal proceeding between them while the mediation is in process.

11. GOVERNING LAW

- (1) This agreement will be governed by and construed according to the laws of the Province of New Brunswick, in the Country of Canada.

12. SEVERABILITY

- (1) The invalidity or enforceability of any provision of this agreement will not affect the validity or enforceability of the other provisions and any invalid provision will be severable.

13. CLOSED MEDIATION

- (1) The parties understand and acknowledge that their discussions are confidential and on a “without prejudice” basis and that neither party will use any disclosures or discussion against the other in any subsequent legal proceedings. Further, this paragraph may be pleaded as a complete bar to disclosure of any discussions, documents, interim agreements, notes or materials relating to this mediation, with the exception of a full and final agreement executed by the parties and confirmed by counsel for each of them or a report stating only that no agreement was reached.

14. EXECUTION OF AGREEMENT

- (1) The parties acknowledge that he or she has read this agreement and agrees to proceed with mediation in accordance with the terms and voluntarily enters into the execution of this agreement.

Date

Date

Date

Mediator

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule B – Diocese of [Name] Privacy Policy

PURPOSE

- 1 The purpose of this Policy is to protect the personal information of all members of the church community; in particular, with respect to information collection, management, retention and sharing practices.

DEFINITIONS

- 2 In this Policy,

“complainant” means a person who alleges s/he is the subject of a breach of this Policy;

“Diocese” means The Diocese of [Name] as constituted by Letters Patent issued by Her late Majesty, Queen Victoria, dated April 25, 1845; and, for the purposes of this Policy, includes the Synod, the Diocesan Council, or any Diocesan body;

“Diocesan Privacy Officer” means the Diocesan Privacy Officer appointed under this Policy;

“Leader position” or “Leader” means a leadership role in a program by a lay person or a Cleric in which s/he has authority for the delivery of the program and who is expected to have direct interaction with or oversight of children, youth or vulnerable adults.

“Parish” means a corporation comprising the Rector, Church Wardens and Vestry of a parish continued or created under the Anglican Church Act, 2003; and

“personal information” means information in any form whether factual or subjective, recorded or not, of an identifiable individual. Personal information does not include the name, title, business address, business telephone and cellular telephone numbers of an individual (i.e. ‘business card’ information).

“Volunteer” or “Volunteer Helper” means a lay person who is involved in a program with children, youth or vulnerable adults but who is not a leader;

PRINCIPLES

- 3 Each individual retains ownership of her or his personal information and shall have access to it for the purpose of ensuring its accuracy and completeness
- 4 The Diocese and each Parish shall adhere to the permission-based principles contained in the federal Personal Information Protection and Electronics Document Act of Canada (PIPEDA) with respect to:
 - a) Identifying purposes;
 - b) Consent;
 - c) Limiting collection;
 - d) Limiting use, disclosure and retention;
 - e) Accuracy;
 - f) Safeguards
 - g) Openness;
 - h) Individual access; and
 - i) Provision of recourse.
- 5 The Diocese or a Parish may collect an individual's personal information for purposes specified before or at the time of collection.
- 6 All personal information collected by or on behalf of the Diocese or a Parish is for the use of the Diocese or a Parish.
- 7 All personal information held by the Diocese or a Parish shall be as accurate, complete and up-to-date as is necessary for the purposes for which it is to be used.

ADMINISTRATION

- 8 The Diocesan Council shall appoint a Diocesan Privacy Officer who shall administer this Policy
9. The contact information for the Diocesan Privacy Officer is:

Diocesan Privacy Officer

Diocesan Synod of [Name]
Civic Address
Canadian Postal Code

Tel: (Area code)
Fax: (Area code)
Email Address:

- 10 The Diocesan Privacy Officer shall implement a program whereby Church members complete the Personal Information Consent Form, which is Appendix 1 of this policy.
- 11 The Diocesan Privacy Officer shall make an annual report to the Diocesan Council, in which s/he shall:
 - a) Provide statistical data on the number of inquiries and complaints made under the Policy including her/his disposition of them; and
 - b) Report and make recommendations, if any, on this Policy.
- 12 The Diocesan Council shall complete an audit of this policy at least once every five (5) years.

PERMISSION-BASED RIGHT TO PRIVACY

Personal Information Collection

- 13 The Diocese or a Parish shall collect personal information only for specific purposes; i.e. the amount and type of information collected will be limited to what is necessary for the identified purpose(s).
- 14 The Diocese or a Parish shall identify the purpose(s) for which the information is required before or at the time the information is collected.
- 15 The Diocese or a Parish shall, if the collected information is to be used for a different purpose at a future time, ensure that it obtains the individual's consent before or at that time.

Personal Information Retention

- 16 The Diocese or a Parish shall retain personal information as an active record only as long as it is necessary.
- 17 Personal information that is no longer an active record will be reviewed in consultation with the Diocesan Archivist for retention, selection or destruction as part of the regular records transfer process.
- 18 Personal information retained as archival will be accessible in accordance with the 'Diocesan Archives Records Access Requirements' attached to this policy as Appendix 2.

Personal Information Sharing

- 19 The Diocese or a Parish shall only disclose personal information in accordance with the purpose for which it is collected.
- 20 The Diocese or a Parish shall amend incorrect or outdated information in a timely fashion.
- 21 The Diocese or a Parish shall restrict access to personal information to individuals or persons in positions set out in Appendix 3 of this policy.
- 22 An individual shall have access to her or his own personal information files for the purpose of ensuring its accuracy and completeness.

Web Privacy Protection

- 23 The Diocese shall adhere to the Web Privacy Statement as set out in Appendix 4 of this policy.

EXCEPTIONS TO THE PERMISSION-BASED RIGHT TO PRIVACY

Non-Disclosure of Information

- 24 The Diocese or a Parish may refuse a request for access to personal information if;
 - a) The information is protected by solicitor-client privilege; To do so could reasonably be expected to threaten the life or security of another individual;
 - b) The information was collected without the knowledge or consent of the individual because such knowledge or consent would compromise the availability or the accuracy of the information and the collection is reasonable for purposes related to investigating a breach of an agreement or a contravention of the laws of Canada or a province;
 - c) The information was generated in the course of a formal dispute resolution process, or;
 - d) To do so would reveal confidential commercial information.

Collection of Information Without Consent

- 25(1) The Diocese or a Parish may collect and use personal information without permission:
 - a) If it is clearly in the individual's interests and consent is not available in a timely way;
 - b) If collection is required to investigate a breach of an agreement or contravention of a federal or provincial law;

- c) For journalistic, artistic or literary purposes, with respect to activities by the individual at an open church event or within the public domain;
- d) If it is publicly available;
- e) For an emergency that threatens an individual's life, health or security; or
- f) For statistical or scholarly study or research. Provided that anonymity is preserved.

25(2) Notwithstanding s. 25(1) no photograph of a child shall be taken, stored and/or published by a Leader or Volunteer of the church program without the consent of the child's parent, guardian or trustee.

Disclosure of Information Without Consent

26 The Diocese or a Parish may disclose personal information without consent:

- a) To a lawyer representing the Diocese or a Parish;
- b) To collect a debt the individual owes the Diocese or a Parish;
- c) To comply with a summons, warrant or order made by a court or other juridical body; or
- d) To a lawfully authorized government authority.

COMPLAINTS

27 A person may complain to the Diocesan Privacy Officer if:

- a) S/he believes personal information was collected without her or his consent;
- b) S/he believes the Diocese or a Parish possesses incorrect or inaccurate personal information about that person; or
- c) The Diocese or a Parish has refused or otherwise failed to disclose information to her or him following a request to do so; or
- d) The Diocese or a Parish has allegedly disclosed her or his personal information to an unauthorized person.

28 The Diocesan Privacy Officer shall investigate the complaint and make a decision within thirty (30) days.

29 In her/his decision, the Privacy Officer may dismiss the complaint in whole or in part and may order one or more of the following:

- a) Some or all the information that was collected without consent to be destroyed;
- b) Incorrect information to be corrected in a timely manner;
- c) Information to be disclosed to the complainant in whole or in part and/or;
- d) Return of information that was incorrectly disclosed to a third party.

- 30(1) A party may appeal a decision of the Diocesan Privacy Officer to the Bishop within thirty (30) days
- 31(2) The Bishop shall make a decision on the appeal within sixty (60) days.

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule B - Diocese of [Name] Privacy Policy

Appendix 1 - Personal Information Consent Form

I _____, hereby acknowledge and consent to the use, disclosure and retention of my personal information by the Diocese of [Name] or a Parish, in accordance with the Diocese of [Name] Privacy Policy.

The purpose of my consent is to enable the Diocese or a Parish to communicate with me and to identify members of association within or affiliated with the Diocese of [Name].

I also acknowledge and consent to the retention of my personal information for archival purposes to the extent it has historical value.

I hereby acknowledge this consent remains in effect until I revoke or amend it.

Signature

Date

Name

Contact Information

Mailing Address: _____
(Street Address) (Apt Number)

(Town or City) (Province) (Postal Code)

Telephone: _____

Cellular Phone: _____

Email: _____

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule B - Diocese of [Name] Privacy Policy

Appendix 2 - Archives Records Access Requirements

- 1 Effective immediately, records of baptism, marriage and confirmation, which occurred after 1975, and funerals and burials occurring after 1985 will not be open to the public.
- 2 A person desiring a copy of one's own record of baptism, marriage or confirmation – within these years – should consult the Archivist designated by the Diocesan Archives and the Provincial Archives.
- 3 The Diocesan Council, on the recommendation of the Diocesan Archivist and the Provincial Archives of New Brunswick, shall periodically review the access restrictions placed on Diocesan Registers.
- 4 Microfilms of parish registers will not be sold.
- 5 Parish registers – for the time periods that are open for research – will be made available on microfilm only. The original registers will not be available.
- 6 Records of individual baptisms, marriages and burials can be copied if desired, but only in limited quantities. An individual needing a copy of a baptism, marriage or burial record for official purposes can obtain it by consulting the Archivist designated by the Diocesan Archives and the Provincial Archives or by contacting the parish in which the record originated. Except for a request by a Parish, a copy of a record will be provided for a fee of \$7.00. Parish shall not be charged a fee for such a request.
- 7 Copying of entire Registers (or a large portion thereof) shall not be permitted. Registers may not be published without the permission of the Diocesan Archives and the Provincial Archives of New Brunswick.

Adopted by Diocesan Council
[Date]

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule B - Diocese of [Name] Privacy Policy

Appendix 3 - Persons Authorized to Receive Personal Information

The following persons are authorized to receive personal information under the Privacy Policy:

1. The Bishop of Fredericton;
2. A Cleric of her or his Parish;
3. The Executive Secretary of the Bishop;
4. The Executive Assistant to the Bishop;
5. The Diocesan Privacy Officer;
6. The Diocesan Misconduct Officer, as required;
7. The Diocesan Treasurer, as required;
8. The Confidential Parish Secretary, as required;
9. A Church Warden, as required;
10. The Vestry of her or his Parish, as required;
11. The Chair of the Diocesan Human Resources Committee, as required;
12. The Diocesan Council and the Executive Committee, as required;
13. The Secretary of the Synod; as required;
14. The Chair of the Synod Planning Committee, as required;
15. The Diocesan Archivist pursuant to s. 17;
- 16.
- 17.
- 18.

I hereby so authorize:

Name (please print)

Signature

Date (yyyy/mm/dd)

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule B - Diocese of [Name] Privacy Policy

Appendix 4 - Web Privacy Statement

1. Our Commitment to Privacy

The Anglican Diocese of [Name] and each Parish adheres to the following privacy policy as part of our commitment to protect personal information. The statement characterizes our information collection and sharing practices for this website (<http://anglican.nb.ca/>). If you require more information on our policy, have questions, comments, or concerns; please contact us at (506) 459 1801, or through our web site at <http://anglican.nb.ca/>.

2. Information We Collect

We only ask for personal information, such as your name and email address, if you choose to contact the Anglican Diocese of [Name]. The information collected in this way is used solely for the purpose of communicating with those persons who have agreed to be contacted.

3. Permission-based Philosophy

We do not add email addresses to mailing lists, unless the address owner has specifically requested to be added to a specific mailing list. We do not share email addresses with third parties unless required to do so by law.

4. Retention and Sharing of Information

Information is held indefinitely, unless and until directed otherwise by the person associated with the information. We do not share personal information with third parties unless required to do so by law.

5. Collection of Information from Children

Our web site is not targeted at children. On no occasion and under no circumstances do we request information from children (children meaning those under the age of 18).

6. Cookies

In order for us to collect general, non-private information from our online visitors, we may use cookies. A cookie is an information file stored on your computer's hard drive, which contains data about web sites that you have visited. We only use cookies to allow us the ability to supply enhanced navigation to our unique web site visitors. This process does not involve the extraction or aggregation of private information, nor is this information provided to third parties, unless required by law.

7. Server Logs

Web servers, by their nature, log visits to this web site. We use this information to help us determine how best to meet the needs of online visitors, but we do not share this information with third parties, unless required to do so by law, and we do not aggregate this information with personal information in order to identify individual visitors to our web site.

8. Applicability

This privacy policy applies only to this web site. Our web site links to other organizations, which may or may not share similar information acquiring practices. We are not responsible for the privacy practices of other such sites. It is encouraged that you become aware of the privacy statements of all web sites you elect to visit.

Adopted by Diocesan Council
26 January 2005

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule C– Confidential Information Imparted to The Clergy

1 Definitions

“misconduct” means unacceptable behavior, abuse or maltreatment that includes physical or sexual assault, bullying, harassment and/or economic, emotional, physical or sexual misconduct, and for the purposes of this Schedule, includes any discriminatory practices described in the Canadian Human Rights Act and/or the New Brunswick Human Rights Act.

“Cleric/penitent privilege” means the historic obligation of a Cleric to regard as a sacred trust all confidential information imparted to them either under the seal of the confessional or revealed to them in their capacity as pastors.

2(1) A Cleric may raise a claim of Cleric/penitent privilege in a judicial or administrative proceeding and, if so, shall seek the assistance of the Diocesan Bishop, the Chancellor and/or legal council to advance his or her claim of privilege.

2(2) Notwithstanding s. 2(1), a Cleric shall not claim a Cleric/penitent privilege with respect to any allegation of misconduct.

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule D - Risk Management Guide

Brief Discussion on Risk and a Risk Event

In the context of the Safe Church Regulation, risk is an uncertain event or condition that if it occurs would have a positive or negative impact on either the participants and/or the ministry (i.e. church's activity or program). Risk includes the likelihood (i.e. probability) a specific risk event actually occurs. There are two types of risks events: A good or positive event, and a bad or negative event. Therefore, **the concept of risk includes both the likelihood that a specific event occurs and the consequence(s) when that event occurs.**

The type of risk event (good/positive versus bad/negative) is dependent upon the consequence of the event. If the consequence of a risk event is expected to be beneficial, then that risk event should be promoted and encouraged to occur by the Leader. This is consistent with the purpose of the Safe Church Regulation, as specified in s. 1, Part 1: "... **to promote the mission of the church by providing a safe working, learning and spiritual environment.** Examples of positive risk events include:

1. Reduced cost for the activity / program;
2. Happy or very satisfied participants during and/or at the conclusion of the activity / program;
3. A deeper spirituality developed or a stronger relationship with God by one or more participants;
4. The development of bonding or long-lasting friendships between participants;
5. The development of new disciple(s) of Jesus, our Lord, in one or more participants.

If, on the contrary, the consequence of a risk event can lead to a real or perceived unsafe practice or unsafe outcome for anybody, including the participants of the church activity or program, then the Leader shall, with help from his/her volunteers, take decisive and planned steps to avoid that risk event from occurring through appropriate corrective action(s). **The Leader shall review with the Parish Rector and/or a Church Warden the real or perceived risk events, their associated risk assessments, and the action plan to avoid/mitigate negative risk event(s) and to promote positive risk events prior to delivery of the church activity / program, in accordance with s. 2(3), Part 3 of this Regulation.**

Sufficiency for the Avoidance of Negative Risk Event(s)

It is sufficient to avoid all negative risk event(s) when the Leader and the Volunteers of a church activity / program complies with all standards and procedures set out in this Regulation, including all schedules, in accordance with s 2(5), Part 3 of this Regulation.

Multiple Risk Events

Two or more risk events are not necessarily independent of each other. Consequently, if one risk event does occur, this may cause the likelihood of occurrence to increase (or decrease) for one or more other risk events. Therefore, a periodic assessment of risks may be required by the Leader and Volunteers when multiple risk events are identified, even when one or more may be positive risk events. **The Leader and Volunteers shall take decisive steps to avoid all negative risks events and to promote all positive risk events.**

Categorizing Ministries According to Risk

In the context of the protection of children, youth and vulnerable adults, ministries shall be categorized as being either inherently ‘Low Risk’ or ‘High Risk’:

Low Risk Ministries

Ministry duties and responsibilities that do not permit a person to be alone with a child or vulnerable person. Such ministries do not require a significant level of authority or trust. *Examples include arranger of coffee fellowship, audio-visual controller, bulletin folder, flower arranger, greeter, reader, some committee and group members.*

High Risk Ministries

Ministry duties and responsibilities that permit opportunities for a person to be alone with a child or vulnerable person. People in these ministries are in a position of authority or trust. These ministries allow a person to establish long-term relationships of trust. All residential or off-site ministries with children or vulnerable persons are always ranked high risk. ***By definition stipendary clergy, non-stipendary clergy, camp leader, counselor, Sunday school teacher, youth leader, home visitor and Vacation Bible School co-ordinator are defined as high risk.*** *Other examples that may be classified as high risk ministries include Christian education coordinator, church musician, churchwarden, parish employees, parish nurse, server instructor, Bible Study leader, Vestry Member, Lay Eucharistic Leader, collection counter, nursing home visitor.*

Sample List of Ministry Positions

A list of ministry positions is shown in Appendix 1 of this Schedule. A risk rating is identified for each position.

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule D - Risk Management Guide

Appendix 1: A List of Ministry Positions

Purpose and Intent:

It is essential that the risk rating be established for all positions of all ministries associated with the Church, including all events, activities and programs that involve children, youth or vulnerable adults, including but not limited to the following types of ministries:

- Short-term; Intermediate-term; Long-term;
- Ad-hoc or planned;
- Single occurrence or repetitive;
- Conducted periodically (i.e. weekly; monthly; annually) or continuously (e.g. church camps lasting two or more days);
- Conducted on church property, off-site or in a vehicle;
- During periods when transporting people between venues;
- During week-day(s), week-end(s) and/or over-night;
- Clergy, Lay-Leaders, Volunteers, Employees of the Diocese or Parish;
- Any person involved directly with the activity, event or program and who receives a stipend or is paid a salary or receives any other form of remuneration by the Diocese or Parish;
- Positions of authority, trust or responsibility for the safety and well-being of children, youth and vulnerable adults during the church activity, event or program.

Instructions:

The Leader shall:

Step #1: Copy this Appendix of List of Ministry Positions.

Step #2: Check-off all positions that apply for each church activity, event or program. If a ministry position is not listed in the table, add it to the table using an available “Other” category located throughout or at the bottom of the table; assign a risk rating that is consistent with the definitions of ‘Low-Risk’ and ‘High-Risk’, as specified in Schedule D of this Regulation.

Step #3: Review with the Parish Rector and/or a Church Warden the real or perceived risk events, their associated risk ratings, and an action plan to avoid/mitigate negative risk events and to promote positive risk events prior to delivery of the church activity / program, in accordance with s. 2(3), Part 3 of this Regulation.

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	A.C.W. President	High
	A.C.W. Member	High
	Altar Guild – Co-ordinator / Leader	High
	Altar Guild – Member	High
	Arranger – Church Picnics or BBQ Fellowships	High
	Arranger - Coffee Fellowship	High
	Arranger – Fundraiser Event	High
	Arranger - Shared Meals Fellowship	High
	Arranger – Sleigh Ride Fellowship	High
	Arranger - (Other event):	
	Audio-visual controller	Low
	Building and/or Grounds Caretaker	High
	Building supervisor or manager	High
	Bulletin folder (Church Office Volunteer)	Low
	Camp – Director	High
	Camp – Youth Leader	High
	Camp – Maintenance or Utility Worker	High
	Camp – Paid Staff (Specify role):	High
	Camp – Paid Staff (Specify role):	High
	Camp – Volunteer Staff (Specify role):	High
	Camp – Volunteer Staff (Specify role):	High
	Chalice bearer/Lay-Eucharist Leader	Low
	Christian Education Coordinator/Superintendent	High
	Cleaner or Sexton	High
	Clergy – Bishop	High
	Clergy – Curate	High
	Clergy –Deacon (Transitional or Vocational)	High
	Clergy - Deacon-in-Training	High

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	Clergy – Priest, Rector and/or Incumbent	High
	Clergy – Visiting Cleric	High
	Consultant – Specify Role:	Low
	Diocese – Christian Education Director	High
	Diocese – Committee or Team Chair	Low
	Diocese – Committee, Team or Council Member	Low
	Diocese – Diocesan Misconduct Officer	High
	Diocese – Diocesan Assistant Misconduct Officer	High
	Diocese – PRISM Instructor/Trainer	Low
	Diocese – Safe Church Committee Chair	High
	Diocese – Safe Church Committee Member	High
	Diocese – Synod Office Support Staff	Low
	Diocese – Diocesan Synod Delegate or Alternate	Low
	Diocese – General Synod Delegate or Alternate	Low
	Diocese – Provincial Synod Delegate or Alternate	Low
	Diocese – Treasurer	Low
	Diocese – Youth Director	High
	Diocese – Other (Specify Role):	
	Diocese – Other (Specify Role):	
	Driver – Children/ Youth/Vulnerable Adults	High
	Driver – Adults	Low
	Driver –Multi-passenger Vehicle / Van / Mini-Bus	High
	Education/ Conference/Bible Study - Adult Study Group Leader	Low
	Education/Conference/Bible Study - Adult Study Group Member	Low
	Education/Conference /Bible Study- Mixed Study Group Leader	High
	Education/Conference/Bible Study – Mixed Study Group Member	High
	Education/Conference/Bible Study - Seniors’ Adult Study Group Leader	High
	Education/Conference/Bible Study – Seniors’ Adult Study Group Member	High

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	Education/Conference/ Bible Study - Youth Study Group Leader	High
	Education/Conference/Bible Study – Youth Study Group Member	High
	Greeter Co-ordinator	Low
	Greeter, support of general congregant	Low
	Greeter, support of people with disability or infirmity	High
	Guild of Saint Joseph – Member	High
	Guild of Saint Joseph – President	High
	Guild of Saint Joseph – Shrove Tuesday Pancake Supper Leader	High
	Guild of Saint Joseph – Shrove Tuesday Pancake Supper Worker	High
	Intercessor (Public Worship)	Low
	Lay Reader	High
	Librarian	High
	Mission & Outreach – Co-ordinator: Boys and Girls Club	High
	Mission & Outreach Team – Member: Boys and Girls Club	High
	Mission & Outreach Team – Co-ordinator: Meals to Wheels Club	High
	Mission & Outreach Team – Co-ordinator: Community Garden	High
	Mission & Outreach Team – Member: Community Garden	High
	Mission & Outreach Team – Member: Meals to Wheels Club	High
	Mission & Outreach Team – Co-ordinator: Community Kitchen	High
	Mission & Outreach Team – Member: Community Kitchen	High
	Mission & Outreach Team – Co-ordinator: Emergency Shelter	High
	Mission & Outreach Team – Member: Emergency Shelter	High
	Mission & Outreach Team – Co-ordinator: Food Bank	High
	Mission & Outreach Team– Member: Food Bank	High
	Mission & Outreach Team – Co-ordinator: Home Visitation	High
	Mission & Outreach Team– Member: Home Visitation	High
	Mission & Outreach Team – Co-ordinator: Messy Church	High
	Mission & Outreach Team – Member: Messy Church	High

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	Mission & Outreach Team – Co-ordinator: PWRDF	Low
	Mission & Outreach Team – Co-ordinator: Special Diocesan	
	Mission & Outreach Team – Co-ordinator: Other	
	Mission & Outreach Team– Member: Other	
	Mother’s Union – Member	High
	Mother’s Union – President	High
	Music Ministry - Adult Choir Director	Low
	Music Ministry - Adult Choir Member	Low
	Music Ministry – Cantor	High
	Music Ministry - Band Leader	High
	Music Ministry - Band Member	High
	Music Ministry - Hand-bell Choir Leader	High
	Music Ministry - Hand-bell Choir Member	High
	Music Ministry – Church Musician	High
	Music Ministry – Organist	High
	Music Ministry – Pianist	High
	Music Ministry - Sunday School Musician	High
	Music Ministry - Youth / Junior Choir Director	High
	Music Ministry - Youth / Junior Choir Member	High
	Music Ministry - Worship Team	High
	Music Ministry - Other (Specify):	
	Office Supervisor / Administrator	High
	Parish Admin. – Administrative Assistant	High
	Parish Admin.– Care-worker	High
	Parish Admin.– Envelope Secretary	Low
	Parish Admin. – Flower Convener	High
	Parish Admin. – Janitor / Cleaner	High
	Parish Admin. – Newsletter Editor	Low
	Parish Admin. – Nurse	High

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	Parish Admin. – Nursery/ Creche Co-ordinator	High
	Parish Admin. – Nursery Attendant	High
	Parish Admin. – Parish Advisory Committee Leader	Low
	Parish Admin. - Parish Advisory Committee Member	Low
	Parish Admin. – Secretary	High
	Parish Admin. – Sunday School Coordinator or Superintendent	High
	Parish Admin. – Sunday School Teacher	High
	Parish Admin. – Sexton	High
	Parish Admin. – Treasurer	High
	Parish Admin. – Usher	High
	Parish Admin. – Vestry Clerk	High
	Parish Admin. – Vestry Member	High
	Parish Admin. – Visitation Program Co-ordinator	High
	Parish Admin. - Visitor	High
	Parish Admin. – Volunteer Program Coordinator	High
	Parish Admin. – Warden	High
	Reader / Scripture Reader	Low
	Server Instructor	High
	Servers	High
	Servers' Lay-Director/ Lay-Supervisor	High
	Sexton	High
	Sidesperson/Usher/Greeter Co-ordinator	High
	Sidesperson/Usher/Greeter, support of general congregant	Low
	Sidesperson/Usher/Greeter, support of people with disability or infirmity	High
	Sound Technician	Low
	Sunday/Church/Vacation Bible School Coordinator	High
	Sunday/Church/Vacation Bible School Teacher	High
	Wedding Coordinator	High

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	Youth Leader	High
	Other:	
	Other:	
	Other:	
	Other:	

Anglican Church of Canada
Diocese of [Name]

Regulation 4-4: Diocesan Safe Church

Schedule E – Forms for Ministry Position Descriptions

Purpose

- 1 This schedule establishes the minimum requirements for the description of a ministry position (“job”) in the Diocese and Parish.

Ministry Positions

- 2 A list of ministry positions within the Diocese and Parish is provided in Appendix 1 ([List of Ministry Positions](#)) of Schedule D ([Risk Management Guide](#)).

Ministry Position Description Standard

- 3(1) In accordance with Part 3 ([Ministry Position Descriptions](#)), s. 18(1), the Diocesan Safe Church Committee (DSCC) shall complete a Ministry Position Description for a position with:
- a) A ‘High-Risk’ rating prior to the commencement of that ministry, and;
 - b) A ‘Low-Risk’ rating as soon as practical but no later than twelve (12) months after the commencement of the ministry;
- 3(2) Notwithstanding s 3(1), a Ministry Position Description for a ministry position that was established at least six (6) months prior to the inaugural approval of this Safe Church Regulation shall be prepared no later than twelve (12) months after the inaugural approval of this Regulation (“Grandfather Clause”).
- 3(4) The following information shall be specified for each ministry position:
- a) Position Requirements;
 - b) Pastoral and Ministerial Gifts Requirements,
 - c) Skills, Qualifications and Training Requirements;
 - d) Experience Requirements;
 - e) Other expectations specified by the Diocese and/or Parish.

3(5) For the purpose of s. 3(4)(a), the following Position Requirements shall be specified for each ministry position:

- a) Title of the Ministry Position;
- b) Location of the Ministry;
- c) Risk-rating assigned by the Diocesan Safe Church Committee (r.e. Appendix 1, Schedule D – [List of Ministry Positions](#))
- d) Name of the Direct Supervisor;
- e) Goals of the Ministry
- f) Roles, Responsibilities and Tasks of the Ministry Position;
- g) Type of Remuneration (Paid-Stipend; Paid-Salary, Paid -Hourly Rate; Unpaid);
- h) Duration of the Appointment;
- i) Schedule and Commitment Requirements

3(6) For the purpose of s. 3(4)(b), the Bishop , in consultation with the Diocesan Human Resources Committee, shall establish by Episcopal Directive the minimum Pastoral and Ministerial Gifts Requirements for each ministry position:

- a) For each Ordained Ministry position ;
 - i. Priest;
 - ii. Deacon;
 - iii. Curate;
 - iv. Deacon-in-Training
- b) For each Lay-Ministry position ;
 - i. Lay-Reader;
 - ii. Parish Nurse;
 - iii. Parish Health Ministry;
 - iv. Lay-Eucharist Ministry;
 - v. Parish and Diocesan Christian Education Ministry;
 - vi. Parish and Diocesan Youth Ministry;
 - vii. Diocesan Camp Ministry;
 - viii. Home and Hospital Visitation Program Ministry;
 - ix. Other

3(7) For the purpose of s. 3(4)(c), the following Skills, Qualifications, and Training Requirements shall be specified for each ministry position:

- a) Knowledge Skills;
- b) Trades Skills;
- c) Minimum Trades or Professional Qualifications (i.e. Degrees, Diplomas, Certifications, Licenses);
- d) Minimum Language and Numerical Skills;
 - i. Language -Written Communication;

- ii. Language - Verbal Communication;
 - iii. Language - Reading
 - iv. Numerical Literacy and Arithmetic Skills;
- e) Computer and Smartphone Usage Skills
- f) Leadership Skills;
- g) Time Management and Organizational Skills
- h) Project Management Skills;
- i) Interpersonal Relationship Skills:
 - i. Children;
 - ii. Youth;
 - iii. Adults;
 - iv. Vulnerable Adults;
 - v. Persons with Disabilities;
- g) Initials Training and Orientation Requirements
 - i. Description of Training
 - ii. Date(s) of Training Offered (if known)
 - iii. Name of Trainer or Primary Contact
 - iv. Limits on Pre-Training Duties (If Any)

3(8) For the purpose of s. 3(4)(d), the following Minimum Experience Requirements shall be specified for each ministry position:

- a) Direct Experience;
- b) Indirect, Church-Related Experience;
- c) Indirect Non-Church Related Experience;

Sample Ministry Position Description Forms

- 4(1) A blank form for the completion of a ministry position description is provided in Appendix 1: Program Ministry Position Description (Blank) Form.
- 4(2) The following sample forms shall provide guidance in the completion of a Program Ministry Position Description (Blank) Form:
 - a) Primary School Church School Teacher or Leader (Appendix 2)
 - b) Youth School Church Teacher or Leader (Appendix 3)
 - c) Visitation Program Leader (Appendix 4)

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule E – Forms for Ministry Position Descriptions

Appendix 1 – Program Ministry Position Description (Blank) Form

(Insert your organization name here and adapt as needed)

POSITION REQUIREMENTS

Title of the Ministry Position: _____

Location of the Ministry: _____

Risk-Rating (Appendix 1, Schedule D, Safe Church Regulation): _____

Responsible to: (Name and Title of the Supervisor)

Responsible for: (Specify Children, Youth, Vulnerable Adults, and the Typical Number of Each Group): _____

Goals of the Ministry: (Insert mission statement of the ministry program here)

General Description of the Ministry Position:

Roles, Responsibilities and Tasks: (Specify the expectations of each for this position)

Primary Roles:

- 1)
- 2)
- 3)

Primary Responsibilities:

- 1)
- 2)
- 3)

Primary Tasks:

- 1)
- 2)
- 3)
- 4)
- 5)

Type of Remuneration (Circle one: Paid-Stipend; Paid-Salary, Paid -Hourly Rate; Unpaid);

Duration of the Appointment: (Specify Start Date and Expected end Date of the Appointment)

Start Date: _____
(yyyy/mm/dd)

Duration of Appointment: (Specify the Number of Months / Years after the Start Date, or 'No Limit')

Schedule and Commitment Requirements (Specify):

PASTORAL AND MINISTERIAL GIFTS

Ordained Ministry: (In consultation to an Episcopal Directive, if available, select those that apply for this position; more than one may be selected if appropriate)

Priest; Deacon; Curate; Deacon-in-Training

Lay-Ministry: (In consultation to an Episcopal Directive, if available, select those that apply for this position; more than one may be selected if appropriate)

Lay-Reader; Parish Nurse; Health Ministry; Lay-Eucharist Minister; Christian Education Ministry; Youth Ministry; Home and Hospital Visitation Program Ministry

SKILLS, QUALIFICATIONS AND TRAINING REQUIREMENTS

Knowledge Skills (Specify minimum requirements):

Trades Skills (Specify minimum requirements):

Minimum Trades or Professional Qualifications (Specify required Degrees, Diplomas, Certifications and/or Licenses): _____

Minimum Language and Numerical Skills:

Language -Written Communication (Specify) _____
Language - Verbal Communication (Specify) _____
Language – Reading (Specify) _____

Numerical Literacy and Arithmetic Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): _____

Computer and Smartphone Usage Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Computer Skills: _____
Smartphone Skills: _____

Leadership Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): _____

Time Management and Organizational Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Time Management Skills: _____
Organizational Skills: _____

Project Management Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): _____

Interpersonal Relationship Skills (Specify Level of Ability for each category: None or Limited; Basic; Advanced; Not Applicable):

Children	_____
Youth	_____
Adults	_____
Vulnerable Adults;	_____
The Disabled;	_____

Initials Training and Orientation Requirements

Description of Training: _____

Date(s) of Training Offered (if known): _____
(yyyy/mm/dd)

Name of Trainer or Primary Contact: _____

Limits on Pre-Training Duties (If Any): _____

MINIMUM EXPERIENCE REQUIREMENTS

Direct Experience: (Specify and Give Dates)

Indirect, Church-Related Experience (Specify and Give Dates);

Indirect Non-Church Related Experience (Specify and Give Dates):

Other Expectations of the Diocese or Parish for this Ministry Position:

End of Form

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Appendix 2 – Program Ministry Position Description Form for a Primary School Church Teacher or Leader

(Insert your organization name here and adapt as needed)

POSITION REQUIREMENTS

Title of the Ministry Position: Primary School (Ages 6-13) Church Teacher or Leader

Location of the Ministry: Church Hall

(Name or Basic Description of the Building or Facility)

Risk-Rating (Appendix 1, Schedule D, Safe Church Regulation): High

Responsible to: Name: Church School Director / Superintendent

Responsible for: (Specify Children, Youth, Vulnerable Adults, and the Typical Number of Each Group): Children, ages 6-13, up to 10 (typical)

Goals of the Ministry: (Insert mission statement of the ministry program here): The mission of the church school is to provide children, youth and adults with a meaningful Christian education, under a safe and spiritual learning environment, in order to better know the stories of the Bible in general, and the life and ministry of Jesus Christ, in particular.

General Description of the Ministry Position: *The Primary School Church Teacher or Leader* will oversee and facilitate the teaching of the curriculum in such a way that lives are changed and growth is seen in the children. This will include preparations of classroom activities and ensuring all necessary supplies are available for classroom time. The teacher will be responsible for record keeping, care of the children and encouraging children in their religious education.

Roles, Responsibilities and Tasks: (Specify the expectations of each for this position)

Primary Roles:

- 4) To plan, prepare and teach the church school curriculum to children;

Primary Responsibilities:

- 4) Maintain a vital spiritual life;
- 5) Know and follow the standards set out for a safe and spiritual learning environment as given in the Safe Church Regulation;
- 6) Immediately report any violation of the Safe Church Regulation to the Church School Director / Superintendent, Rector or Warden;
- 7) Maintain confidentiality unless a child, youth and/or vulnerable adult is in danger;
- 8) Follow directions of the Church School Director / Superintendent
- 9) Follow the approved church school curriculum;
- 10) Participate in events and activities that develop leadership skills;
- 11) Attend teachers' meetings as scheduled from time to time by the Church School Director / Superintendent;
- 12) Maintain a strong commitment to this ministry; Advise the Church School Director / Superintendent of any required absence from the classroom (planned or unplanned) and find a suitable replacement;
- 13) Obtain prior permission for any extra-curricular and/or off-site event or activity with the Church School Director / Superintendent.

Primary Tasks:

- 6) Plan and teach a weekly lesson from the approved church school curriculum;
- 7) Maintain accurate records of attendance;
- 8) Demonstrate a love for both God and your 'neighbour' through both your teaching and daily activities;

Type of Remuneration (Select one: Paid-Stipend; Paid-Salary, Paid -Hourly Rate; Unpaid);

Duration of the Appointment: (Specify Start Date and Expected end Date of the Appointment)

Start Date: yyyy/September/ 07 (i.e. After Labour Day)
(yyyy/mm/dd)

Duration of Appointment: (Specify the Number of Months / Years after the Start Date, or 'No Limit') 10 months – The Church School Year: September to June, inclusive; No limit, otherwise.

Schedule and Commitment Requirements (Specify): Team teaching with a rotation of every fourth Sunday off from September to June, inclusive.

PASTORAL AND MINISTERIAL GIFTS

Ordained Ministry: (In consultation to an Episcopal Directive, if available, select those that apply for this position; more than one may be selected, if appropriate)

Priest; Deacon; Curate; Deacon-in-Training

Lay-Ministry: (In consultation to an Episcopal Directive, if available, select those that apply for this position; more than one may be selected if appropriate)

Lay-Reader; Parish Nurse; Health Ministry; Lay-Eucharist Minister; **Christian Education Ministry**; Youth Ministry; Home and Hospital Visitation Program Ministry

SKILLS, QUALIFICATIONS AND TRAINING REQUIREMENTS

Knowledge Skills (Specify minimum requirements): A Basic knowledge of the life and ministry of Jesus Christ; A Basic knowledge of the stories in the Old Testament; A good knowledge of the standards and requirements set out in the Safe Church Regulation.

Trades Skills (Specify minimum requirements): None required.

Minimum Trades or Professional Qualifications (Specify required Degrees, Diplomas, Certifications and/or Licenses): A Baptized Christian, Confirmed by a Diocesan Bishop.

Minimum Language and Numerical Skills:

Language -Written Communication (Specify)	_____
Language - Verbal Communication (Specify)	_____
Language – Reading (Specify)	_____

Numerical Literacy and Arithmetic Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): None required.

Computer and Smartphone Usage Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Computer Skills:	Basic
Smartphone Skills:	Basic

Leadership Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): Basic

Time Management and Organizational Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Time Management Skills: Basic
Organizational Skills: Basic

Project Management Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): None required

Interpersonal Relationship Skills (Specify Level of Ability for each category: None or Limited; Basic; Advanced; Not Applicable):

Children Advanced
Youth Basic
Adults Basic
Vulnerable Adults; Basic
The Disabled; Basic

Initials Training and Orientation Requirements

Description of Training:

- 1a) Complete Initials Training on the Safe Church Regulation;
- 1b) Complete Refresher Training on the Safe Church Regulation, as required by s.33 of the Safe Church Regulation;
- 2) Complete Orientation Training on the Church School curriculum for the intended age group with the Church School Director / Superintendent.

Date(s) of Training Offered (if known): _____
(yyyy/mm/dd)

Name of Trainer or Primary Contact: _____

Limits on Pre-Training Duties (If Any):

- 1a) A person shall neither teach nor be involved directly with any children, youth or vulnerable adults until that person has completed the Initials Training Course on the Safe Church Regulation by an authorized person of the Diocese of [Name];
- 2) A person shall neither teach nor provide any instruction to children, youth or vulnerable adults on the Church School Curriculum until that person completes

the Orientation Training on the curriculum appropriate for the intended age group with the Church School Director / Superintendent, or her/his designate.

MINIMUM EXPERIENCE REQUIREMENTS

Direct Experience: (Specify and Give Dates): No direct, previous experience required as a teacher or leader of the Church School.

Indirect, Church-Related Experience (Specify and Give Dates); Shall have at least one church-year of experience (i.e. 9+ months) as a Helper-Volunteer to a Church School Teacher or Leader for children or youth at any Christian church;

Indirect, Non-Church Related Experience (Specify and Give Dates): None required.

Other Expectations of the Diocese or Parish for this Ministry Position:

To enjoy the teaching and learning experience with the children, and to spiritually grow with them!

End of Form

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Appendix 3 – Program Ministry Position Description Form for A Youth School Church Teacher or Leader

(Insert your organization name here and adapt as needed)

POSITION REQUIREMENTS

Title of the Ministry Position: Youth School (Ages 14-18) Church Teacher or Leader

Location of the Ministry: Church Hall

(Name or Basic Description of the Building or Facility)

Risk-Rating (Appendix 1, Schedule D, Safe Church Regulation): High

Responsible to: Name: Church School Director / Superintendent

Responsible for: (Specify Children, Youth, Vulnerable Adults, and the Typical Number of Each Group): Youth, ages 14 to 18, up to 10 (typical)

Goals of the Ministry: (Insert mission statement of the ministry program here): The mission of the church school is to provide children, youth and adults with a meaningful Christian education, under a safe and spiritual learning environment, in order to better know the stories of the Bible in general, and the life and ministry of Jesus Christ, in particular.

General Description of the Ministry Position: *The Youth School Church Teacher or Leader* will oversee and facilitate the teaching of the curriculum in such a way that lives are changed and growth is seen in the children. This will include preparations of classroom activities and ensuring all necessary supplies are available for classroom time. The teacher will be responsible for record keeping, care of the children and encouraging children in their religious education.

Roles, Responsibilities and Tasks: (Specify the expectations of each for this position)

Primary Role: To plan, prepare and teach the church school curriculum to youth;

Primary Responsibilities:

- 14) Maintain a vital spiritual life;
- 15) Know and follow the standards set out for a safe and spiritual learning environment as given in the Safe Church Regulation;
- 16) Immediately report any violation of the Safe Church Regulation to the Church School Director / Superintendent, Rector or Warden;
- 17) Maintain confidentiality unless a child, youth and/or vulnerable adult is in danger;
- 18) Follow directions of the Church School Director / Superintendent
- 19) Follow the approved church school curriculum;
- 20) Participate in events and activities that develop leadership skills;
- 21) Attend teachers' meetings as scheduled from time to time by the Church School Director / Superintendent;
- 22) Maintain a strong commitment to this ministry; Advise the Church School Director / Superintendent of any required absence from the classroom (planned or unplanned) and find a suitable replacement;
- 23) Obtain prior permission for any extra-curricular and/or off-site event or activity with the Church School Director / Superintendent.

Primary Tasks:

- 9) Plan and teach a weekly lesson from the approved church school curriculum;
- 10) Maintain accurate records of attendance;
- 11) Demonstrate a love for both God and your 'neighbour' through both your teaching and daily activities;

Type of Remuneration (Select one: Paid-Stipend; Paid-Salary, Paid -Hourly Rate; Unpaid);

Duration of the Appointment: (Specify Start Date and Expected end Date of the Appointment)

Start Date: yyyy/September/ 07 (i.e. After Labour Day)
(yyyy/mm/dd)

Duration of Appointment: (Specify the Number of Months / Years after the Start Date, or 'No Limit') 10 months – The Church School Year: September to June, inclusive; No limit, otherwise.

Schedule and Commitment Requirements (Specify): Team teaching with a rotation of every fourth Sunday off from September to June, inclusive.

PASTORAL AND MINISTERIAL GIFTS

Ordained Ministry: (In consultation to an Episcopal Directive, if available, select those that apply for this position; more than one may be selected, if appropriate)

Priest; Deacon; Curate; Deacon-in-Training

Lay-Ministry: (In consultation to an Episcopal Directive, if available, select those that apply for this position; more than one may be selected if appropriate)

Lay-Reader; Parish Nurse; Health Ministry; Lay-Eucharist Minister; **Christian Education Ministry**; **Youth Ministry**; Home and Hospital Visitation Program Ministry

SKILLS, QUALIFICATIONS AND TRAINING REQUIREMENTS

Knowledge Skills (Specify minimum requirements): A Basic knowledge of the life and ministry of Jesus Christ; A Basic knowledge of the stories in the Old Testament; A good knowledge of the standards and requirements set out in the Safe Church Regulation.

Trades Skills (Specify minimum requirements): None required.

Minimum Trades or Professional Qualifications (Specify required Degrees, Diplomas, Certifications and/or Licenses): A Baptized Christian, Confirmed by a Diocesan Bishop.

Minimum Language and Numerical Skills:

Language -Written Communication (Specify)	_____
Language - Verbal Communication (Specify)	_____
Language – Reading (Specify)	_____

Numerical Literacy and Arithmetic Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): None required.

Computer and Smartphone Usage Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Computer Skills:	Basic
Smartphone Skills:	Basic

Leadership Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): Basic

Time Management and Organizational Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Time Management Skills: Basic
Organizational Skills: Basic

Project Management Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): None required

Interpersonal Relationship Skills (Specify Level of Ability for each category: None or Limited; Basic; Advanced; Not Applicable):

Children Advanced
Youth Basic
Adults Basic
Vulnerable Adults; Basic
The Disabled; Basic

Initials Training and Orientation Requirements

Description of Training:

- 1a) Complete Initials Training on the Safe Church Regulation;
- 1b) Complete Refresher Training on the Safe Church Regulation, as required by s.33 of the Safe Church Regulation;
- 2) Complete Orientation Training on the Church School curriculum for the intended age group with the Church School Director / Superintendent.

Date(s) of Training Offered (if known): _____
(yyyy/mm/dd)

Name of Trainer or Primary Contact: _____

Limits on Pre-Training Duties (If Any):

- 1a) A person shall neither teach nor be involved directly with any children, youth or vulnerable adults until that person has completed the Initials Training Course on the Safe Church Regulation by an authorized person of the Diocese of [Name];
- 2) A person shall neither teach nor provide any instruction to children, youth or vulnerable adults on the Church School Curriculum until that person completes the Orientation Training on the curriculum appropriate for the intended age group with the Church School Director / Superintendent, or her/his designate.

MINIMUM EXPERIENCE REQUIREMENTS

Direct Experience: (Specify and Give Dates): No direct, previous experience required as a teacher or leader of the Church School.

Indirect, Church-Related Experience (Specify and Give Dates); Shall have at least one church-year of experience (i.e. 9+ months) as a Helper-Volunteer to a Church School Teacher or Leader for children or youth at any Christian church.

Indirect, Non-Church Related Experience (Specify and Give Dates): None required.

Other Expectations of the Diocese or Parish for this Ministry Position:

To enjoy the teaching and learning experience with the children, and to spiritually grow with them!

End of Form

Anglican Church of Canada
Diocese of [Name]

Regulation 4-4: Diocesan Safe Church

Appendix 4 – Program Ministry Position Description Form For A Visitation Program Leader

(Insert your organization name here and adapt as needed)

POSITION REQUIREMENTS

Title of the Ministry Position: Visitation Program Leader

Location of the Ministry: Homes of the parishioners and/or members of the community

(Name or Basic Description of the Building or Facility)

Risk-Rating (Appendix 1, Schedule D, Safe Church Regulation): High

Responsible to: *Name:* Visitation Program Co-ordinator / Director

Responsible for: (Specify Children, Youth, Vulnerable Adults, and the Typical Number of Each Group): Vulnerable adults between 1 and a few at each visit.

Goals of the Ministry: (Insert mission statement of the ministry program here): The mission of the Church Visitation Program is promote the caring and loving nature of God by His Church towards the ‘shut-in’, the poor, the disadvantaged and any other person of the Church and/or in the local community who is known to have, or is believed to have, a disability of any kind (e.g. physical, mental, emotional) or lack either the financial resources or the means of transportation to attend church services.

General Description of the Ministry Position: *The Visitation Program Leader* will lead a small team, which may consist of two or three youth and/or adults, to regularly visit the ‘shut-in’, the poor, the disadvantaged and any other person of the Church and/or in the local community, offering conversation, reading, prayer and/or administering communion as requested, and to bring news from the Church. The Visiting Team may gather and supply articles of interest to those being visited. *The Visitation Program Leader* will maintain an accurate of each visit, inform the Parish Clergy Team of any follow-up visitation requirements, and treat conversations with those visited with confidential care.

Roles, Responsibilities and Tasks: (Specify the expectations of each for this position)

Primary Role: To plan, prepare and lead a small team to visit people of the Church and/or the local community.

Primary Responsibilities:

- 24) Maintain a vital spiritual life;
- 25) Know and follow the standards set out for a safe and spiritual environment as given in the Safe Church Regulation;
- 26) Immediately report any violation of the Safe Church Regulation to the Visitation Program Co-ordinator / Director, Rector or Warden;
- 27) Maintain confidentiality unless a child, youth and/or vulnerable adult is in danger;
- 28) Follow directions of the Visitation Program Co-ordinator / Director;
- 29) Participate in events and activities that develop leadership skills;
- 30) Attend meetings as scheduled from time to time by the Visitation Program Co-ordinator / Director;
- 31) Maintain a strong commitment to this ministry; Advise the Visitation Program Co-ordinator / Director of any required absence (planned or unplanned) and find a suitable replacement.

Primary Tasks:

- 12) Plan weekly visitations from the approved Church Visitation Program Schedule, if one is available;
- 13) Maintain accurate records of all visits;
- 14) Inform the Parish Clergy Team / Rector of any requested follow-up visits;
- 15) Demonstrate a love for both God and your 'neighbour' through both your visits and daily activities.

Type of Remuneration (Select one: Paid-Stipend; Paid-Salary, Paid -Hourly Rate; Unpaid);

Duration of the Appointment: (Specify Start Date and Expected end Date of the Appointment)

Start Date: yyyy/September/ 07 (i.e. After Labour Day)
(yyyy/mm/dd)

Duration of Appointment: (Specify the Number of Months / Years after the Start Date, or 'No Limit'): No Limit

Schedule and Commitment Requirements (Specify): Team visiting on a weekly basis between September to June, inclusive.

PASTORAL AND MINISTERIAL GIFTS

Ordained Ministry: (In consultation to an Episcopal Directive, if available, select those that apply for this position; more than one may be selected, if appropriate)

Priest; Deacon; Curate; Deacon-in-Training

(i.e. all involved with ordained ministry are eligible)

Lay-Ministry: (In consultation to an Episcopal Directive, if available, select those that apply for this position; more than one may be selected if appropriate)

Lay-Reader; **Parish Nurse; Health Ministry**; Lay-Eucharist Minister; Christian Education Ministry; Youth Ministry; **Home and Hospital Visitation Program Ministry**

SKILLS, QUALIFICATIONS AND TRAINING REQUIREMENTS

Knowledge Skills (Specify minimum requirements): A Basic knowledge of the life and ministry of Jesus Christ; A Basic knowledge of the stories in the Old Testament; A good knowledge of the standards and requirements set out in the Safe Church Regulation.

Trades Skills (Specify minimum requirements): None required.

Minimum Trades or Professional Qualifications (Specify required Degrees, Diplomas, Certifications and/or Licenses): A Baptized Christian, Confirmed by a Diocesan Bishop.

Minimum Language and Numerical Skills:

Language -Written Communication (Specify) _____
Language - Verbal Communication (Specify) _____
Language – Reading (Specify) _____

Numerical Literacy and Arithmetic Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): None required.

Computer and Smartphone Usage Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Computer Skills: Basic
Smartphone Skills: Basic

Leadership Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): Basic

Time Management and Organizational Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable):

Time Management Skills: Basic
Organizational Skills: Basic

Project Management Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): None required

Interpersonal Relationship Skills (Specify Level of Ability for each category: None or Limited; Basic; Advanced; Not Applicable):

Children Basic
Youth Basic
Adults Basic
Vulnerable Adults; Advanced
The Disabled; Advanced

Initials Training and Orientation Requirements

Description of Training:

- 1a) Complete Initials Training on the Safe Church Regulation;
- 1b) Complete Refresher Training on the Safe Church Regulation, as required by s.33 of the Safe Church Regulation;
- 2) Complete Orientation Training on the Church Visitation Program with the Church Visitation Program Co-ordinator / Director.

Date(s) of Training Offered (if known): _____
(yyyy/mm/dd)

Name of Trainer or Primary Contact: _____

Limits on Pre-Training Duties (If Any):

- 1a) A person shall neither teach nor be involved directly with any children, youth or vulnerable adults until that person has completed the Initials Training Course on the Safe Church Regulation by an authorized person of the Diocese of [Name];
- 2) A person shall not lead a Visiting Team until that person completes the Orientation Training on the Church Visiting Program with the Church Visitation Co-ordinator / Director, or her/his designate.

MINIMUM EXPERIENCE REQUIREMENTS

Direct Experience: (Specify and Give Dates): No direct, previous experience required as a Visitation Program Leader.

Indirect, Church-Related Experience (Specify and Give Dates); Shall either be a member of the Clergy or have at least one church-year of experience (i.e. 9+ months) as a member of a Visiting Team of a Church Visitation Program, or equivalent at any Christian church.

Indirect, Non-Church Related Experience (Specify and Give Dates): None required.

Other Expectations of the Diocese or Parish for this Ministry Position:

To enjoy the fellowship and experience and to spiritually grow with every visit!

End of Form

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule F - Adult-to-Participant Minimum Ratio Standard

On-site, Day-Time Events/Activities/Programs

Age of Participants	Group Name	Minimum Ratio Requirement
0 – 18 months	Children (Infants)	2 adults to 6 children
Older than 18 months, Younger than 2 years	Children (Infants)	2 adults to 6 children
2 years and older, Younger than 5 years	Children	2 adults to 10 children
5 years and older, Younger than 14 years	Children	2 adults to 15 children
14 years and older, Younger than 19 years	Youths	2 adults to 15 children
19 years and older	Vulnerable Adults	2 adults to 10 vulnerable adults

Off-Site Day Excursions and Over-Night Events

Participants	Off-Site Day Excursions	Overnight Events
Ages 4 or under	2 adults per group of 10	Not permitted
Ages 5 - 6	2 adults per group of 12	2 adults for 10 children
Ages 7 - 8	2 adults per group of 12	2 adults for 10 children
Ages 9 –10	2 adults for every 15 children	2 adults for every 10 children
Ages 10 – 13	2 adults for every 15 children	2 adults for every 10 children
Ages 14 – 18	2 adults for every 15 youth	2 adults for every 10 youth
Vulnerable adults (Age > 18)	2 adults per 10 vulnerable adults	2 adults per 10 vulnerable adults

Supplementary Notes and Definitions:

- 1) Additional adults can be helpful if one adult needs to leave the program temporarily;
- 2) One adult may be the Program Leader when satisfying the minimum ratio requirements;
- 3) Participating adults in a church activity, event or program should be unrelated, if practical.
- 4) “Day-time” means 7:00 am to 7:00 pm
- 5) “On-site” means on the (church) property owned by the Diocese or the Parish, which could be the Church Sanctuary, Church Hall, Rectory, Synod Office.
- 6) Off-Site” means any property not owned by the Diocese or Parish; transportation is normally required to access the property.
- 7) “Over-night” means any period, in whole or in part, between 7:00 pm and 7:00 am.

Anglican Church of Canada
Diocese of [Name]

Regulation 4-4: Diocesan Safe Church

Schedule G - Off-site and/or Over-Night Activities

General Rules

- 1(1) The Diocese and each Parish shall comply with the requirements for off-site and over-night activities, as per s. of this regulation.
- 1(2) The Leader of the event, and the Cleric or a Church Warden, shall each retain:
- ii) A copy of the Program Itinerary;
 - iii) All [*Activity Program Waiver and Medical Release forms*](#) , as set out in Schedule H of this Regulation, signed by the participants, and
 - iv) Billeting information for each participant: name; address; telephone number, and; email address of each billet.
- 1(3) Each participant in an off-site and/or overnight event shall complete [*The Activity Program Waiver and Medical Release Form*](#) (see Schedule H of this Regulation);

Leader / Participant Ratio

- 2 The Diocesan Synod and each Parish shall adhere to the minimum requirement for participant-to-leader ratio regarding off-site day excursions and overnight events as set up in Schedule F of this regulation.

Risk Assessment

- 3 The Leader shall assess the risk of the activity, event or program in accordance with Schedule D of this Regulation ([*Risk Management Guide*](#)), and review this assessment with either a Cleric or a Church Warden prior to the activity, event or program.

Overnight Activities

- 4 In addition to the requirements set out in s.1 in this Schedule, the Diocese and each Parish shall adhere to the following with respect to each overnight activity:

- a) Activities shall be supervised by a leader, who shall be accompanied by at least one responsible adult of the opposite gender;
- b) Each leader and responsible adult shall have an assigned group of children/ youth/ vulnerable adults for whom s/he shall be responsible during the overnight event.
- c) Each facility shall be equipped with all safety features and functions required by the [NB FIRE PROTECTION REGULATION](#) of the NB FIRE PERVENTION ACT (see Schedule N of this Regulation), including smoke detectors and inside release doors.
- d) Each participant shall be made aware of fire exits and fire evacuation procedures of the facility.
- e) An adult shall not be alone with a single child/ youth/ vulnerable adult.

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule H – The Program Waiver and Medical Release Form

Note: Before an activity, event or program, the Leader shall secure the original of this waiver and release form in a safe location, provide a copy to the Cleric or Church Warden, and keep a second copy with him/her while on the activity.

(Insert your organization name here)

Description and location of Activity: _____

Departure date: _____ Returning date: _____

Full Name of participant: _____
First Last

Birth date (N/A for adult): _____

Full Address: _____

Parent/guardian/caregiver name(s): _____

Circle the number where parent/guardian may be reached when trip is taking place.

Home/resident phone: _____ Cell phone: _____ Work phone: _____

Does the participant have any allergies and/or medical intolerances, dietary restrictions, and/or other medical conditions?

If yes, please list and explain: _____

List all prescribed and naturopathic medications presently received:

Billet Information:

Name of Billet: _____.

Civic Address: _____.
(include Postal Code) _____.

Home Telephone: _____
(area code) xxx-yyyy

Business Telephone: _____
(area code) xxx-yyyy

Cellular Phone: _____
(area code) xxx-yyyy

Email Address: _____

Emergency Contact (other than Parent/ Guardian/ Caregiver)

Name: _____.

Civic Address: _____.
_____.

Home Telephone: _____
(area code) xxx-yyyy

Email Address: _____

All reasonable precautions for the safety and health of the participant will be taken. He/she will be properly supervised in activities. In the event of accident or sickness, (insert your church/ministry name here), its staff and volunteers are released from any liability.

In the event of injury requiring medical attention, I authorize treatment for the participant and understand that reasonable attempts will be made to contact me, (or a residential staff) should such as situation occur.

In the event that travel or activities take place outside this province, I understand that any medical costs incurring involving the participant are my responsibility.

The participant must be covered by provincial health insurance or equivalent medical coverage. If the trip is out of province, please give insurance provider and policy number, or provincial Medicare Card number:

Insurance Provider:

Policy Number:

Participant's Medicare Card #; Province/Terr.): _____

Participant's Family Physician: _____ Phone: _____

Contact person (not parent) in case of emergency, and parents/guardians/caregivers cannot be reached:

Name: _____ Phone: _____

Name: _____ Phone: _____

Signatures:

Parent/Guardian's Signature: _____

Parent/Guardian's Name (PRINT): _____

Date: _____
(YYYY -MMM-DD)

Leader's Signature: _____

Date: _____
(YYYY -MMM-DD)

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule I – The Diocesan Minimum Insurance Standards

Execute the following link to access the current version of the Diocesan Policy A-8:

http://fredericton.anglican.org/legislation/policies/a-8_minimum_insurance_standards.pdf

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule J – The Medical and Accident Incident Report Form

(Insert your organization name here)

CONFIDENTIAL

Report date: _____ Time of report: _____

Full Name of child/youth/adult: _____ Age/Grade: _____
(Not necessary for adult)

Date of Birth: _____ Gender: M ☐ F ☐

Full Address: _____

Phone Number: _____

Name of Parent/Guardian (for child/youth) or caregiver (for adult): _____

Notified: Y ☐ N ☐ If yes, date/time of notification: _____

Address: _____
(If different from above)

Phone number: _____
(If different from above)

Date/time and location of incident: _____

Description of incident: _____

Names/contact information of witnesses: _____

Description of injuries sustained: _____

Description of action taken: _____

Additional information you think is relevant: _____

Direct quotes from child/youth/adult: (Note: If this is an abuse allegations, do not interview the child/youth but report only the comments they share with you.)

Signature: _____
(Name and position of person making report)

I hereby confirm that the information provided in this report is accurate to the best of my knowledge.

Name of Person making report (please print): _____

Phone/Address: _____

Signature of Person making report: _____ Date: _____

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule K – The Church Facilities Checklist

	Adequate	Plan for improvement
Are railings at the right height for children?		
Are stairs/steps safe?		
Are bathrooms easily accessible?		
Are toilets accessible for children and people with disabilities?		
Are exits clearly marked?		
Are exits doors unlocked from the inside?		
Can exits, especially basements exits, be released from in inside?		
Are floors, especially around entrances, resistant to slipping?		
Is the nursery cleaned and vacuumed after each use?		
Are used diapers disposed of immediately after each nursery use?		
Are there windows in doors or split doors? If this is not feasible for a nursery, are safety gates used in open doorways?		
Are nursery toys washed regularly in a solution of one tablespoon household bleach to one gallon warm water?		
Are signs posted reminding people to wash hands?		
Is there a well-stocked first aid kit? Is it easily accessible?		
Have you consulted with an appropriate health care worker about a first aid kit?		
Are fire extinguishers in proper locations?		
Are there fire/emergency escape maps in each room?		
Is there regular practice for fire/emergency escape?		
Are there smoke detectors?		
Is there a locked metal cabinet?		

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule L – The Facilities Checklist for Church Camps

	Adequate	Plan for improvement
Are railings at the right height for children?		
Are stairs/steps safe?		
Are bathrooms easily accessible?		
Are toilets accessible for children and people with disabilities?		
Are exits clearly marked?		
Are exits doors unlocked from the inside?		
Can exits, especially basements exits, be released from in inside?		
Are floors, especially around entrances, resistant to slipping?		
Is the nursery cleaned and vacuumed after each use?		
Are used diapers disposed of immediately after each nursery use?		
Are there windows in doors or split doors? If this is not feasible for a nursery, are safety gates used in open doorways?		
Are nursery toys washed regularly in a solution of one tablespoon household bleach to one gallon warm water?		
Are signs posted reminding people to wash hands?		
Is there a well-stocked first aid kit? Is it easily accessible?		
Have you consulted with an appropriate health care worker about a first aid kit?		
Are fire extinguishers in proper locations?		
Are there fire/emergency escape maps in each room and/or cabin?		
Is there regular practice for fire/emergency escape?		
Are there smoke detectors?		
Is there a locked metal cabinet?		

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule M – Minimum Safety Standards and Practices

In consultation with local or regional fire prevention agents for current, minimum safety standards and practices:

1. Each facility shall include working smoke detectors in designated locations;
2. Each Fire and Emergency Exit of the facility shall be equipped with a functioning inside- release “crash bar” on the doors;
3. Prepare a *Fire and Emergency Evacuation Plan* for each facility in the Diocese.
4. Post a *Fire and Emergency Evacuation Map* in each room of each facility:
 - a) Indicate the locations of each emergency exit of the facility;
 - b) Establish and indicate the locations of ***Emergency Muster Area(s)***; safe places to gather in the event of an evacuation.
 - c) Indicate locations of wall-mounted fire alarms within the facility, if so equipped;
 - d) Indicate locations of a public telephone on the facility, if so equipped;
 - e) Indicate the locations of ***fire extinguishers***, and ensure each is adequately charged and inspected by a qualified technician once per year, or as often as directed by the local Fire Marshal.
5. Provide orientation and training for all leaders of the organization, and of all community groups who are approved to use the facility, on the *Fire and Emergency Evacuation Plan*, the *Fire*

*and Emergency Evacuation Maps, and
Emergency Muster Area(s).*

6. Ensure orientation and training is conducted for all users of the facility on the *Fire and Emergency Evacuation Plan, the Fire and Emergency Evacuation Maps, and Emergency Muster Area(s).*
7. Ensure each church program and each community group that uses the facility practices an Emergency Evacuation Drill once per year, or as often as directed by the local Fire Marshal.
8. For each church facility, prepare a list of those individuals who may need assistance in the event of an emergency; maintain that list current and store in a secure place on the facility.
9. In the event of a fire or other emergency, the program leader(s) shall:
 - a) Immediately escort all able people involved in the program on that day, including any visitors and guests, safely to the designated Emergency Muster Area (s);
 - b) Seek assistance and call the Emergency Number, 911;
10. In the event of a person being unable to evacuate due to injury or incident, then:
 - a) Assign one responsible adult to remain with the injured person;
 - b) Immediately seek assistance by calling the Emergency Number, 911;
 - c) Seek assistance from a qualified First Aid Provider if one is available.
11. Do not leave the injured person alone until qualified assistance has arrived, unless your personal safety is seriously at risk.

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule N - Fire Safety Regulation

Each facility shall be equipped with all safety features and functions required by the NB FIRE [PROTECTION AND INSPECTION REGULATION of the NB FIRE PERVENTION ACT](#), including smoke detectors and inside release doors.

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule O – Diocesan Washroom Standard

General

- 1(1) Each Leader shall inform parents and caregivers to take their children (instruct their youth) to visit the washroom prior to each class, service or activity.
- 1(2) The communication given in s. 1(1) shall be made at the beginning of the church program and to any new entrants to the program.
- 1(3) The communication given in s. 1 shall be made during the month of September for year-over-year church programs (e.g. Sunday School).

Minimum Physical Standard

- 2(1) Each church building shall have a functioning washroom, in accordance with Part 3, s. 39(1) ([Washroom Standards](#)) of this Regulation.
- 2(2) Each Church facility and each off-site facility used for a Church Program shall include the accommodations and minimum equipment requirement for persons with physical disabilities as specified in s. 5(1) of this Schedule.

Nursery Children (Infants)

- 3(1) A Leader or Volunteer shall complete diaper changing in the nursery.
- 3(2) A trained youth may assist in diaper changing.

Preschool – Grade 2 Children

- 4(1) Two adults shall escort a child or group of children to a washroom.
- 4(2) Where two adults are not available to escort a child to a washroom, either a trained youth or the child's parent or guardian shall be appointed to assist with washroom and security duties.

- 4(3) Where only one child is using the washroom, a Leader, an adult Volunteer or a trained youth shall escort the child to the washroom, prop the outside door open, remain outside the washroom door and wait for the child before escorting him or her back to the classroom.
- 4(4) When a child needs assistance in the washroom, an adult may enter the washroom cubicle to assist only when a second adult or trained youth is within visual contact.

Children, Youth, Vulnerable Adults with Disabilities

- 5(1) The Diocese or a Parish shall provide the following accommodations and meet the following minimum equipment requirements to a person with a physical disability who is registered in the church activity, event or program:
- c) A ramp to the entrance of the building, if there is a difference greater than two inches (2”) in elevations between the threshold of the access door of the building and the ground;
 - d) An elevator, chair-lift, or other similar equipment suitable to safely elevate a person, who may be in a wheel chair, or use a walker or a cane, from one floor to another of the building if required;
 - e) An enlarged washroom stall sufficient to accommodate the person and her/his wheelchair;
 - f) Appropriate hand-rails affixed securely near to each the toilet and the sink.
- 5(2) The Leader of the activity, event, or program, or a designated person who is knowledgeable of the requirements specified in s. 5(1), shall inspect the washroom facility and confirm that the equipment and any other accommodation required by this Schedule are in place, safe and secure.
- 5(3) The Leader shall arrange for the repair or correction of any deficiency with the washroom facility at the earliest opportunity following its discovery.

Criteria for Excluding a Facility For Use In a Church Activity

- 6 A Leader shall not conduct or deliver a church activity, event or program in any building or facility that has a known, outstanding deficiency for a washroom that is identified in s. 2(1) and/or s. 2(2) of this Schedule and cannot be repaired or corrected prior to the start of the activity, event or program.

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule P – Agreement To Use A Church Facility

- 1 Name of the Group: _____
(Print, “The Tenant”)
- 2 Name of the Church: _____
(Print, “The Church”)
- 3 Civic Address of the Church Facility: _____

- 4 Basic Description of the Church Facility: _____

The following terms and conditions are agreed upon by the Tenant and the Church:

Agreement Period

- 5 It is agreed that the Church Facility may be made available and used by the Tenant as specified by the following conditions of meeting time(s), meeting day(s), the Start Date and End Date:
 - 5(1) TIME: From: _____ a.m. / p.m. To: _____ a.m. / p.m. (Typical)
 - 5(2) Meeting Day(s) of the Week the church facility will be used (specify each day):

5(3) START DATE: From: _____, 20__

END DATE: To: _____, 20__

Not to exceed 24 months in duration; May be renewed upon mutual agreement by both parties.

5(4) The Tenant shall request in advance to use the church facility on a different meeting time and/or meeting day of the week.

Cost to Use Church Facility (Rent)

6 Tenant's Cost to Use of Facility (Choose one of the following Options):

6(1) ☐ Church Group: No charge

6(2) ☐ Diocesan Group of Group from another Parish Church: No charge

6(3) ☐ Non-Church Group: \$ _____ (mandatory minimum of \$1.00) plus applicable taxes, rent, in full to be paid not later than _____ weeks before the Start Day [s. 5(3)]; We acknowledge receiving from the Tenant \$ _____ as a down-payment towards the total rental cost.

Damage Deposit:

7 The Tenant agrees to pay the Church prior to the Start Date [s. 5(3)] a damage/security deposit of \$ _____ (mandatory minimum of \$25.00); this amount will be returned to the Tenant following the End Date [s. 5(3)] of the agreement provided:

- a) The Church facility has been vacated on or before the End Date, and the Church Facility is clean to the Church's satisfaction (the Church shall act reasonably in this regard);
- b) No damage has been done to the Church Facility or to Church owned equipment and materials (e.g. kitchen facilities and equipment, audio-visual equipment; Church library materials), and;
- c) No money remains due to the Church at this time.

Church Keys

8 The Church shall provide the Tenant with access to the facility, including a key or set of keys, if and as required; Any issued key(s) shall be returned immediately upon completion of the activity or program, or on the End Date [s. 5(3)]; No key shall be copied.

8(1) Description of Key(s) Issued to the Group (Specify the doors): _____

8(2) Key(s) issued on: _____; Number of keys issued: _____
(yyyy/mm/dd)

Keys issued to: _____
Print the Name of the person receiving the key(s)

Church Kitchen Facilities

9 Use of Kitchen Facilities by the Tenant (Choose one option only):

- ☐ 1. Unrestricted use of all equipment, materials and supplies in the kitchen.
- ☐ 2. Kitchen facilities are neither available nor accessible to the Tenant.
- ☐ 3. Restricted use of kitchen facilities, as follows:

Audio-Visual Equipment

10 Use of Audio-visual (A/V) Equipment by the Tenant (Choose one option only):

☐

1. Unrestricted use of all A/V equipment.

☐

2. A/V Equipment are neither available nor accessible to the Tenant.

☐

3. Restricted use of A/V Equipment, as follows:

Clean-up of Church Facility

11(1) The Church agrees that the Church Facility shall be clean on the Start Date [s. 5(3)] of this Agreement.

11(2) The Tenant agrees that the Church Facility shall be clean to the satisfaction of the Church on the End Date [s. 5(3)] of this Agreement.

Respectful Use of Church Facility

12 The Tenant shall not use or permit to be used any part of the Church Facility for any dangerous, noxious or offensive trade or business and not to cause or maintain any nuisance in, at or on the Church Facility.

Rules and Regulations

13(1) The Tenant agrees to comply with all rules, regulations and/or local parish standards with respect to the use, care and security of the Church Facility of which the Church makes the Tenant aware either before or during the Agreement Period (s. 5).

13(2) The Church shall provide and attach a paper copy of the current Diocesan Safe Church Regulation, as Appendix 1 to this Agreement.

- 13(3) The Tenant agrees it shall ensure all of its Leaders, staff (paid and unpaid), and other volunteers read the Diocesan Safe Church Regulation provided under s 13(2) before the Start Date of the Agreement [s. 5(3)].
- 13(4) The failure of the Tenant to comply with standards and requirements specified in the Diocesan Safe Church Regulation, at the sole discretion of the Church, may result in an immediate cancellation of this Agreement with no reimbursement of rent and/or no other remedy available to the Tenant.
- 13(5) It is also agreed that failure of a leader, a staff (paid and unpaid) person, a volunteer, and a person registered in the Tenant's program, and a person who is under the Tenant's charge or responsibility, to comply with standards and requirements specified in the Diocesan Safe Church Regulation, at the sole discretion of the Church, may result in an immediate cancellation of this Agreement with no reimbursement of rent and/or no other remedy available to the Tenant.

Indemnification

- 14(1) The Tenant agrees to indemnify and save harmless the Church from any and all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever for which the Church shall or may become liable, or suffer by reason of any breach, violation or non-performance of the Tenant's obligations hereunder or any loss, damage, or death resulting from, occasioned to or suffered by any person or persons, or any property, by reason of any neglect or default on the part of the Tenant, or any of its agents, customers, employees, staff, servants, contractors, licensees or invitees; such indemnification in respect to any such breach, violation, non-performance, damage to property, loss, injury or death occurring during the term of this Agreement shall survive any termination of this Agreement, anything in this Agreement to the contrary notwithstanding.
- 14(2) The obligations of the Tenant hereunder to indemnify and save harmless the Church as per s. 14(1) shall not apply when the matters giving rise to such obligation(s) have been caused by:
- a) Negligence solely on the part of the Church;
 - b) A breach solely by the Church of a material covenant of the Church under this Agreement.

Damage to or Loss of Church Property

- 15(1) The Tenant agrees to be liable for any and all damage to, or loss of the Church Facility or other property of the Church or of the Owners while the Tenant use the Church Facility, unless the damage or loss is caused by the Church or its Owners.

- 15(2) The Tenant agrees to perform an inspection of the Church Facility (s. 2- 4) within seven (7) days after the Start Date of this Agreement [s. 5(3)].
- 15(3) The Tenant agrees to report immediately to the Church, upon the discovery caused by the inspection referred to in s. 15(2), of any existing and visible damage or loss associated with or to the Church Facility.

Insurance

- 16(1) The Tenant agrees to provide the Church with a Certificate of Liability Insurance covering the Tenant in respect of the Church and its operations therein, shall not be less than that set out in Diocesan Minimum Insurance Standard as given in Appendix 2 of this Agreement.
- 16(2) The insurance liability limit(s) specified in the certificate referred to in s. 16(1) shall be for each single event causing injury, death or damage to a person, persons or property.
- 16(3) Such liability insurance shall be written with the Landlord as an additional insured and the Tenant as the named insured as their respective interests may appear.
- 16(4) Each insurance policy obtained by the Tenant, so as to fulfill the requirements stated in s. 16(1), shall contain waivers of subrogation.

Cancellation of Agreement

- 17(1) Either Party may cancel this Agreement with a minimum of thirty (30) days prior written notice.

Cancellation Date of the Agreement: _____
(yyyy/mm/dd)

Who initiated the Cancellation? _____
Specify One: "Church", "Tenant", "Both Parties"

- 17(2) For the purpose of this Agreement, the Cancellation Date of the Agreement shall replace and supersede the End Date of the Agreement as specified in s. 5(3).

Emergency Contact Information

18(1) The Church's Emergency Contact Person will be (a minimum of one person):

The Church's Primary Emergency Contact Person:

Name: _____
Print full name

Telephone Number: _____
(Area Code) seven digit number

Mobile Phone: _____
(Area Code) seven digit number

Email Address: _____

The Church's Back-up Emergency Contact Person:

Name: _____
Print full name

Telephone Number: _____
(Area Code) seven digit number

Mobile Phone: _____
(Area Code) seven digit number

Email Address: _____

18(2) The Tenant's Emergency Contact Person will be (a minimum of one person):

The Tenant's Primary Emergency Contact Person:

Name: _____
Print full name

Telephone Number: _____
(Area Code), seven digit number

Mobile Phone: _____
(Area Code), seven digit number

Email Address: _____

The Tenant's Back-up Emergency Contact Person:

Name: _____
Print full name

Telephone Number: _____
(Area Code) seven digit number

Mobile Phone: _____
(Area Code) seven digit number

Email Address: _____

Approval of Agreement

- 19(1) In accordance with Diocesan Canon Six, section 10, two signatures from authorized persons from each Party shall sign and approve this agreement;
- 19(2) By signing this agreement, we agree to comply to the terms and conditions aforementioned above, and to immediately report any deviation to or violation of the terms and conditions aforementioned to the other party:

The Church:

_____, _____
Name of Authorized Person #1 Name of Authorized Person #2

_____, _____
Title Title

_____, _____
Date of Signing (yyyy/mm/dd) Date of Signing (yyyy/mm/dd)

The Tenant :

_____, _____
Name of Authorized Person #1 Name of Authorized Person #2

_____, _____
Title Title

_____, _____
Date of Signing (yyyy/mm/dd) Date of Signing (yyyy/mm/dd)

END OF THE AGREEMENT

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule Q – Application Form (Employee / Lay Leader / Volunteer)

Name of Parish: _____

Name of Rector or Incumbent: _____

Position Being Applied For: _____

Name of Direct Supervisor: _____

Contact Telephone No. of Supervisor: _____

Personal Information of Applicant:

Full name: _____

Last	First	Initial
------	-------	---------

Address: _____ Postal code: _____

Home Telephone No.: _____

Cellular / Smart-phone No. : _____

E-mail Address: _____

Emergency Contact Name: _____

Relationship of Emergency Contact: _____

Emergency Contact Telephone: _____

Personal Skills and Qualifications of Applicant:

Hobbies/Interests: _____

Skills: _____

Certificates Awarded: _____

First Aid Qualifications: _____

List activities or volunteer services which you are/have been involved in the last 5 years:

Church Membership:

Are you a baptized Christian? ☐ Yes ☐ No

How long have you been attending (insert your organization here):

Are you a member? ☐ Yes ☐ No ☐ Not Certain

What do you most value about your organization? (Religious organizations)

What is your area of interest in children/youth/vulnerable adult programs?

☐ Nursery (birth –2) ☐ Preschool/kindergarten (3-5) ☐ School age (6-12)
☐ Youth (13-18) ☐ Frail Seniors ☐ Mentally challenged
☐ Other

Police Records Check:

Please attach a recent Police Records Check (PLC). The PLC must be issued by a local policing authority and you are required to declare on the PLC application the following: ***I expect to work with, or come into contact with, children, youth and/or vulnerable adults in a Church program setting.***

Do you have any known barriers or conflicts of interests that may affect your ability to carry out the duties?

☐

No

☐

Yes, Please explain: _____

References:

Please provide the names of two people, excluding relatives, who will provide a reference for you. Provide one reference from your church. Please note: all references will be called.

1. Name: _____ Occupation: _____

Address: _____

Phone: _____ Relationship to Applicant: _____

2. Name: _____ Occupation: _____

Address: _____

Phone: _____ Relationship to Applicant: _____

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule R – Personal Reference Check Form

Name of Parish: _____

Name of Rector or Incumbent: _____

Position Being Applied For: _____

Name of Direct Supervisor: _____

Contact Telephone No. of Supervisor: _____

Personal Information of Applicant:

Full name: _____

Last	First	Initial
------	-------	---------

Address: _____ Postal code: _____

Home Telephone No.: _____

Cellular / Smart-phone No. : _____

E-mail Address: _____

References:

The names two people, excluding relatives, that were provided by the Applicant. One reference is required to be from the Applicant's church.

1. Name: _____ Occupation: _____

Address: _____

Phone: _____ Relationship to Applicant: _____

Date and Time This Reference Was Contacted: _____
(hh:mm, am/pm); yyyy/mm/dd

Comments: _____

2. Name: _____ Occupation: _____

Address: _____

Phone: _____ Relationship to Applicant: _____

Date and Time This Reference Was Contacted: _____
(hh:mm, am/pm); yyyy/mm/dd

Comments: _____

Assessment:

State any potential concern or issue associated with the Applicant based on interviewing /
contacting the two references.

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule S –Diocesan Police Records Check (PRC) Policy

Diocese of [Name]

Diocesan Police Records Check (PRC) Policy

1. The Diocese and each Parish shall require each Cleric, employee, leader and volunteer to complete a Police Records Check (PRC) in the form prescribed by a policing authority:
 - a) At the commencement of any church work of a nature described in s. 2; and
 - b) At least every five years, thereafter.
2. Each PRC applicant shall specify in the PRC that he/she is working with, or is coming into contact with, children, youth and/or vulnerable adults in a Church program setting.
3. The Diocese or a Parish shall pay the cost of a PRC.
4. No person who has been found guilty in a judicial proceeding of physical or sexual assault with respect to which a pardon has not been granted shall be permitted to work with children, youth or vulnerable adults in a Church program.

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule T – Diocesan Covenant and Care Form

Name: _____

Office / Position: _____

I have read the Diocesan Safe Church Regulation of the Diocese of [Name], completed the training, and agree to comply with this Regulation.

Name: _____
(Please print)

Signature: _____

Date: _____
(Month/Year)

Trainer: _____
(Please print name)

Signature: _____

Date: _____
(Month/Year)

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule U – Safe Church Regulation Training Certificate



This is to certify that

has participated in training on

The Diocesan Safe Church Regulation

Of The Anglican Diocese of [Name]

Signature: _____

Date: _____

**Anglican Church of Canada
Diocese of [Name]**

Regulation 4-4: Diocesan Safe Church

Schedule V – Safe Church Regulation Refresher Training Certificate



This is to certify that

has completed refresher training on

The Diocesan Safe Church Regulation

Of The Anglican Diocese of [Name]

Signature: _____

Date: _____