

(CHURCH NAME) RESTRICTIVE ACCESS AGREEMENT

This Restrictive Access Agreement ("**RAA**" or "**Agreement**") is by and among (Church Name) ("**We**" "**Church**") of _____ and _____ ("**You**") (and together with the Church, the "**Parties**").

(Church Name) is a place for where people come to worship and serve, growing in their personal relationship with God. We want our church to be a safe place for everyone to learn about Christ and the Gospel. We understand that you have a criminal conviction for a sexual offense or have otherwise admitted to committing a sexual offense. Given the historically high recidivism rate among sexual offenders and the tremendous harm that sexual offenses have on victims and others, we have serious concerns about the safety of all those who attend the Church, particularly the Church's children and youth. To safeguard them, and to provide you with an opportunity to worship and serve in our midst, we require you to agree to and strictly comply with the Conditions of this Agreement. Such compliance is an essential condition for your continued presence at the Church and your participation in the Church's worship, activities, ministries, and functions.

1 DEFINITION OF TERMS

In the following statement of conditions, these terms shall have the assigned meanings:

1.1 Known Sex Offender

Someone who has admitted to committing a criminal sexual offense, has been convicted of a sexual offense, is otherwise listed on a sex offender registry.

1.2 Sexual Offense

Any action that constitutes a crime that has a sexual component, whether involving a child or an adult.

1.3 Participant

A Known Sex Offender seeking approval to participate in (Church Name)'s worship services and other ministry programs and events;

1.4 Participate or Participation

Any attendance or other presence at any (Church Name) services, property, or other function.

1.5 Sponsor

Individuals approved by the Church who will accompany the Known Sex Offender at all services and activities as well as complete any other requirements as outlined in this policy and any related agreements.

1.6 Monitor

Parole officer, probation officer, or any other individual or organization assigned to monitor the Known Sex Offender's actions or otherwise be involved in the Known Sex Offender's sentence or

rehabilitation by a court or other government agency. The term "Monitor" includes but is not limited to probation officers, parole officers, counselors, therapists, or other similar roles. Probation officers and parole officers may be referenced more specifically in this policy.

1.7 Child or children

Any person under the age of 18 years old.

2 CONDITIONS

1. You will obtain written approval of your Participation at the Church from Monitor as well as the Church's supervising elder to attend the Church. (A copy of a signed authorization must be provided to your supervising elder.)
2. You will authorize the Church and its representatives to contact your Monitor at any time during the period of your Participation in the Church. You understand that we may ask your Monitor for information related to your offense, and any related restrictions on your conduct. You agree to timely provide any consent or release required by your Monitor.
3. You will be assigned a Church supervising elder who will evaluate and supervise your Church Participation. You will meet regularly with your supervising elder to evaluate your access to the Church's Services, Activities, and Care Groups. Participation in each type of activity must be approved in writing by your Supervising Elder prior to your participation in the event.
4. You will meet with the Monitor as prescribed by the Court or other government agency.
5. You will, without objection, meet with a certified sex offender treatment therapist or other sex offender treatment program, as required by your Monitor or your supervising elder.
6. You will provide the treatment therapist's name and phone number and the CCO's name and phone number to your supervising elder.
7. You agree to have your picture, name, offense, and a copy of this signed Agreement emailed to all Church elders before attending a Church service or activity.
8. You agree that the Elders of the Church may, in their sole discretion, deem it to be in the best interest of the Church to disclose information related to your confession or criminal conviction, your status as a registered sex-offender, as well as information related to this Agreement to the Members of the Church and you hereby consent to the disclosure of such information to the Members of the Church.
9. You will not attend Church services or activities (nor be present on the property of the Church or off-property gathering location) without your supervising elder or an escort, as approved and assigned by the Church's Board of Elders. The Board of Elders will approve your supervising elder and any additional escorts in the Board's sole and absolute discretion. If your supervising elder or an approved escort are not available, you will not attend any Church services or activities (nor will you be present on the property of the Church or off-property gathering location) at any time.
10. Immediately upon your arrival at a Church service, you will meet your supervising elder or approved escort at the Information Desk. You will wait there until your supervising elder or escort is able to be present with you.
11. You will not serve in any role in a Church ministry without prior approval from your supervising elder.
12. You acknowledge and agree that all children's areas are off limits at all times. The off-limits areas of the church are indicated on the facility map attached as Exhibit A.

13. You will not supervise any children's activities nor enter a designated children's area. You will not serve in the Church children's or youth ministries.
14. You will not transport minors to or from the Church or its Services, Care Groups, or Activities.
15. You will not visit the home of a Church family where children are present or invite a family with children into your home, without the parent knowing that you are a registered sex offender. You will also notify my supervising elder prior to the visit. You understand that your supervising elder may contact such family to discuss your visit with such family prior to the visit.
16. You will promptly leave any area on Church property where children are present with the exception of a populated church foyer, auditorium, or area where five or more adults are present.
17. You will not have any physical contact with a child at the Church, including, without limitation, sitting next to a child other than your own, holding a child on your lap, or being hugged or kissed by a child at the Church. If a child other than my own approaches you to talk, you will acknowledge him or her, but you will promptly leave the area unless the child's parent is present and included in the conversation. You will report any such contact to your supervising elder or escort before leaving the Church premises.
18. You will not have any phone or electronic communication with a child from a Church family.
19. You will only use the bathrooms after your supervising elder or approved escort has entered and found no children in the room. Your supervising elder or escort will monitor the door while you use the facility.
20. You understand that the Church may retain records of your Church Participation, including records of meetings with the Church's pastors, which could contain information that would otherwise be deemed privileged under the clergy-penitent privilege. You understand and expressly consent to the Church's disclosure of such records, including such privileged information, to your therapist, Monitor, and court at their request.
21. You understand and agree that the (Church Name) Consent, Authorization, and Release Form ("**Consent**"), attached hereto, is hereby made a part of this Agreement and that the Church's willingness to enter into this Agreement is subject to your execution of such Consent.
22. I understand that Church may modify this Agreement at any time at its sole discretion and that my privileges to attend Church will cease if I do not agree to any modifications to this Agreement.
23. You understand that if your victim participates at (Church Name), you will not be allowed to participate.
24. You understand that a single violation of these conditions constitutes a material breach of this Agreement and may be grounds for the Church to terminate your privilege to Participate at the Church.

[Signatures Follow on Separate Page, in Counterparts]

ACKNOWLEDGEMENT

I _____ have reviewed this Agreement, and I further understand the above Conditions. I submit to these Conditions, and I wish to attend the Church. I submit to the Board of Elders at the Church. I accept that if I break any of the above conditions, I will no longer be allowed to be present at any Church location or activity.

I _____ hereby release the Church, and all of its present and former elders, officers, directors, staff and other employees, Care group leaders, volunteers, other church leaders, and members, from all claims, demands, suits, or causes of action of whatever nature or source, whether in law or in equity, without limitation, claims for attorneys' fees and costs, based upon or arising out of or related in any way to this Agreement, and/or arising from any disclosure of information under this Agree

Name (Printed)

Signature

Date

Witness Name (Printed)

Signature

Date

Approved Escorts

Name (Printed)

Signature

Date

Name (Printed)

Signature

Date

Name (Printed)

Signature

Date

Name (Printed)

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Name (Printed)

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