

UNITY SANTA FE
Youth Safety Policy

POLICY. Unity Santa Fe is committed to providing a safe and healthy environment in which young people can learn about and experience God's love. In order to promote this, the following policies are set forth:

I. Safe Church Practices

A. Those who volunteer to work with minors (18 years of age or younger) must have been either (1) members of Unity Santa Fe for at least six months, (2) have regularly and frequently associated with Unity Santa Fe for at least a year and be well-known to the congregation, or (3) have positive minister references based on their work with children in a previous church or churches.

B. All current and prospective employees and volunteers who regularly work with children and youth will complete and submit a screening document in a form similar to the sample in Attachment A.

C. Every employee and volunteer who works with children will annually sign an "Agreement to Teach" form, similar to the sample in Attachment B that addresses ethical issues.

D. All current and prospective employees and volunteers who regularly work with children and youth will undergo a background check, including but not limited to inquiries of references and a criminal history verification by a third party vendor. They will also receive an orientation regarding Unity Santa Fe Youth Safety Policy and related procedures.

E. Unity Santa Fe will provide adequate supervision and safeguards for all youth activities. In situations where minors are not readily visible to adult others, there will be no fewer than two unrelated adults present with children. Youth over the age of 14 may assist an unrelated adult in supervising children and youth activities; however, such assistance does not alter the requirement that at least two unrelated adults be present.

F. Written consent of one parent or guardian of a minor will be required for all activities off the church property, and all overnight activities.

II. Procedures for Handling Allegations of Child Abuse

A. All concerns and suspicions about child abuse or neglect shall be immediately referred to appropriate authorities (listed below) and then to the senior minister or a member of the Youth Safety Response Team. (See description of Youth Safety Response Team in Attachment C.)

- New Mexico statewide central intake: 1-800-797-3260
- 9-1-1 when an incident is occurring

- B. The Minister or Youth Safety Response Team member will meet with the alleged violator as soon as possible and depending on the circumstances either require the person to sign a Limited Access Agreement (See Attachment C below) or not be on church property while appropriate authorities are investigating the concern.
- C. When a Limited Access Agreement is deemed appropriate and is in place, the Youth Safety Response Team will meet at least quarterly with the alleged violator to review the Agreement and address any problems. These regular meetings will continue until such time as that person is either cleared or charged by appropriate authorities.
 - 1. If the alleged violator is cleared, the Limited Access Agreement will be cancelled.
 - 2. If the alleged violator is charged, the Youth Safety Response Team will meet to reconsider the Limited Access Agreement.
- D. The Youth Safety Response Team will recommend to the minister and the Board the extent of publicity to be given to the matter; e.g., who will need to be informed that a suspected or convicted sex offender is attending church, and whether the name of the individual should be released to the congregation as a whole.
- E. A written summary of the Youth Safety Response Team's proceedings in such cases will be maintained in the church office.
- F. Reasons for Excluding a Person from all Unity Santa Fe activities include:
 - 1. Refusal of permission for the minister or Youth Safety Response Team to contact the treatment provider or parole officer.
 - 2. Refusal to go for a risk assessment with a qualified therapist.
 - 3. Recommendation by a treatment provider that the individual is at too high a risk for recidivism.
 - 4. Refusal to sign a Limited Access Agreement.
 - 5. Refusal to comply with the requirements of the Limited Access Agreement.

III. Reporting. Apart from any legal requirements, any congregant of the church who becomes aware of facts or circumstances that suggest that child abuse or neglect has occurred or that there exists a substantial risk that child abuse or neglect may occur in the reasonably foreseeable future shall immediately report the matter to appropriate authorities as outlined above (II.A.) and to the Minister and/or a Youth Safety Response Team member so that the church may take appropriate action in a timely manner. Definitions of child abuse or neglect are defined in the New Mexico Code on Child Abuse and Neglect (Attachment D).

IV. Clergy

Apart from the disposition of any matters pertaining to this policy by Unity Santa Fe all allegations of behavior which call into question the fitness for ministry of any clergy person will promptly be forwarded to the Association of Unity Churches International (AUCI) in accordance with established procedures outlined in the AUCI Sexual Conduct Policy.

ATTACHMENT A
SCREENING FORM

This form will be completed by every current and prospective employee.

Name: Last First Middle

Have you ever used a different name? No Yes

If yes, please list each name and dates:

Address: Street

City State Zip code

Home Phone Evening Phone Cell Phone

E-mail

Number of years at current address: _____

If you have not lived at this address for at least five years, please list any other addresses over the last five years with dates.

CURRENT EMPLOYMENT: Who is your current (or last) employer?

Organization

Supervisor's Name Phone E-mail

May we contact your current or former employer for a character and/or performance reference?

Yes No

If no, please explain.

Have you ever been convicted of, or pled guilty or no contest to, a crime? Yes No

If yes, please describe (on a separate page) the nature of the crime(s), the date and place of conviction and the legal disposition of the case. The church will not deny a position to any applicant solely because the person has been convicted of a crime. The church, however, may consider the nature, date and circumstances of the offense, as well as whether the offense is relevant to the duties of the position applied for.

Have you ever been accused of any crimes against a person, including rape, incest, sexual exploitation of minor, sexual or physical assault of a minor? Yes No

If yes, please provide specific details on a separate page.

Have you ever resigned from employment or been disciplined or terminated by any employer for reasons related to sexual misconduct or child abuse? Yes No

If yes, please provide specific details on a separate page.

Is there any fact or circumstance involving you or your background that would call into question your being entrusted with the responsibilities of the position for which you are applying? Yes No

If yes, please provide an explanation on a separate page.

Other than the above, is there any fact or circumstance involving you or your background that would call into question your being entrusted with the supervision, guidance, and care of children and youth? Yes No

If yes, please provide an explanation of a separate page.

The covenant of a person seeking a paid position at Unity Santa Fe requires honesty, integrity, and truthfulness, for the health of the church. To that end, I attest that the information set forth in this screening form and my application for the position I am seeking to fill is true and complete. I understand that any misrepresentation or omission may be grounds for rejection of consideration for, or termination of, the position I am seeking to fill. I acknowledge that it is my duty in a timely fashion to amend the responses and information I have provided if I come to know that the response or information was incorrect when given or, though accurate when given, the response or information is no longer accurate.

Beginning such relationships with an open exchange of relevant information builds the foundation for a continuing and healthy covenant between employees and the church they seek to serve. To that end, I authorize Unity Santa Fe and/or its agents to make inquiries regarding my character and qualifications, including all statements I have set forth above. I also authorize all entities, persons, former employers, supervisors, courts, law enforcement, and other public agencies to respond to inquiries concerning me, to supply verification of the statements I have made, and to comment on and state opinions regarding my background, character, and qualifications. To encourage such persons and entities to speak openly and responsibly, I hereby release and hold them harmless from liability arising from the information they provide. I also agree to hold harmless this congregation, its trustees, employees, and volunteers.

Unity Santa Fe's employee recruitment process involves the sharing of information regarding applicants with those persons in a position to recruit, secure, and supervise both the position I am seeking to fill and program I am seeking to participate in.

I understand that Unity Santa Fe will share with me information it has gathered about me, if I request it to do so.

I acknowledge my receipt, understanding, and acceptance of the Unity Santa Fe Youth Safety Policy.

Printed Name & Signature _____ Date _____

Printed Name & Signature Of Parent Or Guardian (For Applicants Under 18) _____ Date _____

-----The Following Section Is To Be Completed by a Unity Santa Fe Official-----

Sex Offender Registry (www.nsopr.gov and www.nmsexoffender.dps.state.nm.us) review performed on _____

Personal interview conducted on _____

Reference inquiries completed on _____

Printed Name, Title & Signature of Unity Santa Fe official _____

ATTACHMENT B

AGREEMENT TO TEACH FORM

This form will be signed annually by every employee and volunteer who works with children and youth.

Adults and older youth who teach children at Unity Santa Fe play a key role in fostering spiritual development and wholeness. It is, therefore, especially important that those in leadership positions be well qualified to provide the special nurture, care, and support that will enable children and youth to develop a positive sense of self and wholeness. The relationship between young people and their leaders must be one of mutual respect and regard, with the adult leader assuring the safety and well-being of the children in their care.

I have read and understand the Unity Santa Fe Youth Safety Policy.

I understand my responsibilities to report any concerns I may have about a child in my care who may be suffering from any type of abuse, neglect, or abandonment.

I understand children, youth, and adults suffer damaging effects when leaders become sexually involved with young persons in their care. I will not engage in any sexual, seductive, or erotic behavior or any behavior that might constitute child abuse or neglect (as defined in Attachment D) with any child or adolescent entrusted to my care.

I affirm that I have never been accused of, convicted of, or pled guilty to any sexual crime. I also have not pled guilty to a lesser charge after having been charged with a sexual crime. I have never engaged in any form of child neglect or child abuse, including sexual abuse. I have never been determined to have engaged in any sexual offenses in any civil, administrative, or ecclesiastical forum or other forum.

If there are any facts or circumstances in my background that call into question my being entrusted with the supervision, guidance, and care of children, youth, or vulnerable adults, I have met to review this information confidentially with our minister and the Youth and Family Ministry Director.

Further, I agree to notify both our Minister and/or the Youth and Family Ministry Director immediately should I be accused of sexual abuse, sexual offenses, sexual harassment, or other sexual improprieties in any venue during the time that I am working with children and youth at Unity Santa Fe.

Printed Name & Signature

Date

Printed Name & Signature of Parent Or Guardian (For Applicants Under 18)

Date

ATTACHMENT C
YOUTH SAFETY RESPONSE TEAM
AND
LIMITED ACCESS AGREEMENT

Introductory paragraphs in cases of serious allegations:

A serious complaint or allegation has been made about you to the minister and/or has been forwarded to the Youth Safety Response Team. That complaint is now under further review. While this complaint is being investigated, in order to protect the children and youth in our church from potential risk, and in order to protect you from further suspicion, we require that you abide by this interim agreement if you desire to attend this church.

Signing this document in no way constitutes a presumption or confession of guilt. This is a safety precaution activated without prejudice toward particular individuals or circumstances. This agreement will be made known only to the minister and members of the Youth Safety Response Team, and will be kept in the safe in the church office.

Introductory paragraphs in cases of convicted sex offender:

Unity of Santa Fe is a religious community open to those who desire to worship with us, especially in times of serious personal troubles. However, based on your background, we have concerns about your contact with children and youth in our congregation. The following policies and procedures are designed to reduce the risk to both you and them of an incident or accusation. We welcome you to our congregation and our membership, but your participation will be limited in ways to ensure the safety of our children and to assure that you will not be subject to future accusations.

Within the limitations expressed above, the congregation welcomes your participation in adult worship services, coffee hour, committee meetings, adult education classes, all adult social events, and well-supervised inter-generational events with prior approval, and under conditions and constraints set forth below.

1. Youth Safety Response Team. Unity Santa Fe has established and is maintaining a Youth Safety Response Team, reporting to the Minister and Board of Trustees, who have direct responsibility for overseeing and administering the Unity Santa Fe Youth Safety policy and approving a list of approved escorts for convicted sex offenders.
 - a. Membership on the Youth Safety Response Team will include four to seven trusted church members including at least two Board Trustees, our Youth and Family Ministry Director, and at least one parent of a youth attending Unity Santa Fe. Youth Safety Response Team members will be appointed to one year terms by the Senior Minister, with approval of the Board of Trustees. After the initial appointment, future appointments will be made at the first meeting of the Board of Trustees following the annual membership meeting or when a vacancy occurs.
 - b. All persons, either suspected of or convicted of child sexual abuse, are given access to Youth Safety Response Team members and escorts, either directly via personal phones or indirectly through the church office, at the preference of each Youth Safety Response Team member.

2. Requirement of Persons Subject to this Agreement:

- a. All persons subject to this agreement are required to arrange to be escorted during each visit to church property or outside church event. No person required to enter into a limited access agreement is permitted on church property unless such arrangements have been made for each and every visit.
- b. All persons subject to this agreement must remain in the presence of a Youth Safety Response Team approved escort when children are present, while on church property, or when attending an outside church event, and will record each visit on a log maintained in the church office for this purpose.
- c. Persons subject to this agreement are banned from classroom areas, any other area of the church when being used as a youth class area, and the classroom area restroom at all times when children are present, and are forbidden to initiate or encourage contact with a minor in any way. If a minor in the congregation approaches such person, either at church or a community place, such persons shall politely and immediately excuse themselves from the situation.
- d. All persons subject to this agreement are required to sign and date a copy of this Limited Access Agreement before being allowed on church property. This Agreement will be reviewed and renewed annually.
- e. I accept that the following people will be told of my circumstances and this limited access agreement in order for them to feel that their children/young people are safe from abuse: Parents of children attending Unity Santa Fe services, classes or activities, Board Trustees, office staff, Youth and Family Ministry Director, youth assistants, and such other persons as deemed necessary by the minister or Youth Safety Response Team.
- f. (Any conditions that extend, replace, or modify any of the above provisions must be set forth in detail here.)

I have reviewed this agreement and agree to abide by its provisions. I accept that if I violate this agreement, I will be denied access to future church functions and church property.

Signature Date

Witness Date

Minister Date

President, Board of Trustees Date

ATTACHMENT D
NEW MEXICO CODE – CHILDREN'S CODE
DEFINITIONS OF CHILD ABUSE AND NEGLECT

32A-4-2. Definitions.

As used in the Abuse and Neglect Act [32A-4-1 NMSA 1978]:

A. "abandonment" includes instances when the parent, without justifiable cause:

- (1) left the child without provision for the child's identification for a period of fourteen days; or
- (2) left the child with others, including the other parent or an agency, without provision for support and without communication for a period of:
 - (a) three months if the child was under six years of age at the commencement of the three-month period; or
 - (b) six months if the child was over six years of age at the commencement of the six-month period;

B. "abused child" means a child:

- (1) who has suffered or who is at risk of suffering serious harm because of the action or inaction of the child's parent, guardian or custodian;
- (2) who has suffered physical abuse, emotional abuse or psychological abuse inflicted or caused by the child's parent, guardian or custodian;
- (3) who has suffered sexual abuse or sexual exploitation inflicted by the child's parent, guardian or custodian;
- (4) whose parent, guardian or custodian has knowingly, intentionally or negligently placed the child in a situation that may endanger the child's life or health; or
- (5) whose parent, guardian or custodian has knowingly or intentionally tortured, cruelly confined or cruelly punished the child;

C. "aggravated circumstances" include those circumstances in which the parent, guardian or custodian has:

- (1) attempted, conspired to cause or caused great bodily harm to the child or great bodily harm or death to the child's sibling;
- (2) attempted, conspired to cause or caused great bodily harm or death to another parent, guardian or custodian of the child;

(3) attempted, conspired to subject or has subjected the child to torture, chronic abuse or sexual abuse; or

(4) had his parental rights over a sibling of the child terminated involuntarily;

D. "great bodily harm" means an injury to a person that creates a high probability of death, that causes serious disfigurement or that results in permanent or protracted loss or impairment of the function of any member or organ of the body;

E. "neglected child" means a child:

(1) who has been abandoned by the child's parent, guardian or custodian;

(2) who is without proper parental care and control or subsistence, education, medical or other care or control necessary for the child's well-being because of the faults or habits of the child's parent, guardian or custodian or the failure or refusal of the parent, guardian or custodian, when able to do so, to provide them;

(3) who has been physically or sexually abused, when the child's parent, guardian or custodian knew or should have known of the abuse and failed to take reasonable steps to protect the child from further harm;

(4) whose parent, guardian or custodian is unable to discharge his responsibilities to and for the child because of incarceration, hospitalization or physical or mental disorder or incapacity; or

(5) who has been placed for care or adoption in violation of the law; provided that nothing in the Children's Code [32A-1-1 NMSA 1978] shall be construed to imply that a child who is being provided with treatment by spiritual means alone through prayer, in accordance with the tenets and practices of a recognized church or religious denomination, by a duly accredited practitioner thereof is for that reason alone a neglected child within the meaning of the Children's Code; and further provided that no child shall be denied the protection afforded to all children under the Children's Code;

F. "physical abuse" includes but is not limited to any case in which the child exhibits evidence of skin bruising, bleeding, malnutrition, failure to thrive, burns, fracture of any bone, subdural hematoma, soft tissue swelling or death and:

(1) there is not a justifiable explanation for the condition or death;

(2) the explanation given for the condition is at variance with the degree or nature of the condition;

(3) the explanation given for the death is at variance with the nature of the death; or

(4) circumstances indicate that the condition or death may not be the product of an accidental occurrence;

G. "sexual abuse" includes but is not limited to criminal sexual contact, incest or criminal sexual penetration, as those acts are defined by state law; and

H. "sexual exploitation" includes but is not limited to:

- (1) allowing, permitting or encouraging a child to engage in prostitution;
- (2) allowing, permitting, encouraging or engaging a child in obscene or pornographic photographing; or
- (3) filming or depicting a child for obscene or pornographic commercial purposes, as those acts are defined by state law.