

DIOCESAN SAFE CHURCH

TABLE OF CONTENTS

PART 1: DIOCESAN SAFE CHURCH REGULATION **(Revisions Adopted by Diocesan Council October 5, 2017)**

PURPOSE	1
OBJECTIVES.....	1
APPLICATION	1
DEFINITION OF TERMS	2

PART 2: POLICIES

DIOCESAN MISCONDUCT POLICY

PURPOSE

DEFINITIONS.....	9
PRINCIPLES.....	9
PREVENTION	10
ADMINISTRATION.....	10
DIOCESAN MISCONDUCT COMPLAINTS OFFICER.....	10
DIOCESAN MISCONDUCT COMMITTEE	11
POOL OF INVESTIGATORS AND MEDIATORS	11
MAKING A COMPLAINT	11
DECISION AND RESOLUTION	12
MEDIATION	14
PASTORAL CARE AND COUNSELLING	14
CONFIDENTIALITY	14
EXTERNAL COMMUNICATIONS	15
EXTERNAL AUTHORITIES	15
MEDIA AND THE PUBLIC	15
RECORDS MANAGEMENT	15
POLICY REVIEW AND AUDIT	16
APPENDIX 1: DIOCESAN MISCONDUCT COMPLAINT FORM.....	17
APPENDIX 2: COMPLAINT PROCEDURE	28
APPENDIX 3: TRACKING THE DIOCESAN MISCONDUCT COMPLAINT FORM.....	32

APPENDIX 4: MEDIATION AGREEMENT	34
---------------------------------------	----

DIOCESAN PRIVACY POLICY

PURPOSE	39
DEFINITIONS.....	39
PRINCIPLES.....	39
ADMINISTRATION.....	40
PERMISSION-BASED RIGHT TO PRIVACY.....	41
PERSONAL INFORMATION COLLECTION.....	41
PERSONAL INFORMATION RETENTION	41
PERSONAL INFORMATION SHARING.....	41
WEB PRIVACY PROTECTION	41
EXCEPTIONS TO THE PERMISSION-BASED RIGHT TO PRIVACY	41
NON-DISCLOSURE OF INFORMATION	42
COLLECTION OF INFORMATION WITHOUT CONSENT	42
DISCLOSURE OF INFORMATION WITHOUT CONSENT	42
COMPLAINTS	43
APPENDIX 1: PERSONAL INFORMATION CONSENT FORM.....	44
APPENDIX 2: PERSONS AUTHORIZED TO RECEIVE PERSONAL INFORMATION.....	45
APPENDIX 3: ARCHIVES RECORDS ACCESS REQUIREMENTS	46
APPENDIX 4: WEB PRIVACY STATEMENT.....	47

DIOCESAN POLICE RECORDS CHECK (PRC) POLICY 48

APPENDIX 1: POLICE RECORD CHECK REQUEST FORM	49
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PART 3: RISK MANAGEMENT

GENERAL	50
RISK IDENTIFICATION AND ASSESSMENT	50
PROGRAM SAFETY STANDARDS	51
GENERAL	51
SUPERVISION, SUPPORT AND EVALUATION	51
PROGRAMS (MINISTRIES) LIST.....	51
TWO ADULT STANDARD.....	52
ADULT/PARTICIPANT RATIO STANDARD.....	52
ACCESS TO CLASSROOM STANDARD	52

OFF-SITE AND/OR OVER-NIGHT ACTIVITIES STANDARD	52
CONTACT AND IDENTIFICATION STANDARD	53
FIRST AID STANDARD	53
MINIMUM INSURANCE STANDARD.....	54
HEALTH AND WELLNESS STANDARD	54
MEDICAL AND ACCIDENT INCIDENT REPORTING STANDARD	54
ALLERGIES.....	55
REPORTABLE DISEASES.....	55
HUMAN RESOURCE STANDARDS	55
GENERAL	55
STAFFING STANDARD.....	55
General	55
Ministry Position Descriptions	56
Staffing Process for Employees, Lay Leaders and Volunteers	56
Advertisement	56
Receipt and Review of Applications.....	56
Interview and Assessment.....	57
Reference and Police Record Checks.....	57
Recommendation and Notification.....	57
Retention and Storage of Documents.....	57
Screening of a Cleric Transferring into the Diocese.....	57
TRAINING STANDARD.....	58
PERFORMANCE REVIEW STANDARD	59
FACILITIES STANDARD	59
General	59
Facilities Examination and Audit.....	59
Facilities Safety Standards.....	60
Washroom Standards.....	60
Openness and Visibility of Program Facilities	60
Use of Church Facilities by Other Community Groups	61
Use of Church Facilities by Other Church Groups	61
Building and Structure Standards	61
TRANSPORTATION STANDARDS	61
Driver Qualifications.....	61
Vehicle Requirements	62
 SCHEDULES TO PART 3: RISK MANAGEMENT	
SCHEDULE A: RISK MANAGEMENT GUIDE.....	63
APPENDIX 1: A LIST OF MINISTRY POSITIONS	66

APPENDIX 2: FORMS FOR MINISTRY POSTION DESCRIPTIONS (BLANK) FORM	72
APPENDIX 3: FORMS FOR MINISTRY POSTION DESCRIPTIONS FOR A PRIMARY SCHOOL CHURCH TEACHER OR LEADER.....	76
APPENDIX 4: FORMS FOR MINISTRY POSTION DESCRIPTIONS FOR A SIDESPERSON/USER/GREETER (FOR VULNERABLE AND/OR DISABLED PERSONS).....	81
SCHEDULE B: ADULT TO PARTICIPANT MINIMUM RATIO STANDARD	86
SCHEDULE C: PROGRAM WAIVER AND MEDICAL RELEASE FORM	87
SCHEDULE D: ACCIDENT/MEDICAL INCIDENT REPORT FORM	88
SCHEDULE E: APPLICATION FORM (EMPLOYEE/LAY LEADER/VOLUNTEER).....	89
SCHEDULE F: PERSONAL REFERENCE CHECK FORM.....	95
SCHEDULE G: DIOCESAN COVERNANT AND CARE FORM.....	98
SCHEDULE H: DIOCESAN SAFE CHURCH REGULATION TRAINING CERTIFICATE.....	99
SCHEDULE I: DIOCESAN SAFE CHURCH REGULATION REFRESHER TRAINING CERTIFICATE	100
SCHEDULE J: DIOCESAN STAFF PERFORMANCE REVIEW	101
SCHEDULE K: DIOCESAN FACILITIES CHECKLIST	107
SCHEDULE L: MINIMUM SAFETY STANDARDS AND PRACTICES	108
SCHEDULE M: DIOCESAN WASHROOM STANDARD.....	110
SCHEDULE N: AGREEMENT TO USE A DIOCESAN FACILITY	112

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; and
 - c) **The legal protection** of the Diocese, each Diocesan or Parish Corporation and their leadership.

Application

- 3(1) This Regulation applies to, but is not limited to, the Diocesan Synod of Fredericton, including its officers, employees and volunteers, members of the Diocesan Council and its committees, the Corporation of the Cathedral of Christ Church, including its officers, employees and volunteers, parishes and Parish Corporations, including Incumbents, Church Wardens and Vestries, corporation officers, members, employees and volunteers, and the Diocesan Camps, including their officers, employees and volunteers.
- 3(2) This Regulation applies equally to the Church community and the Diocesan Synod, the Corporation of Christ Church Cathedral, Parish Corporations and Diocesan Camps will seek to apply these rules to other groups using Church facilities and/or participating in Church programs or events.
- 3(3) All corporations and individuals mentioned in subsections 3(1) and 3(2) are bound by this Regulation and the policies enacted under it.

Definition of Terms

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 *Anglican Church Act, 2003 and amendments*;

“Archdeacon” means an Archdeacon appointed by the Bishop under Canon Four to exercise territorial or Diocesan supervisory functions;

“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 Parish Corporations, and all other ministries within the Archdeaconry;

“assault” means physical assault or sexual assault;

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

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

“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);

“Cathedral” means the Cathedral of Christ Church in the City and Diocese of Fredericton;

“Cathedral Chapter” means The Bishop and Chapter of the Cathedral of Christ Church in the City and Diocese of Fredericton;

“child” means a person who is thirteen 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 voting member of the Diocese or of a parish;

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

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

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

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

“community” includes the Diocese, Cathedral, Parish or Camp;

“Complainant” means a person who alleges s/he is the victim of misconduct by a respondent;

“confession” means the auricular, private confessing of sins to a cleric;

“Consent” is active acquiescence or silent compliance by a person legally capable of consenting and in possession of all essential information in order to give valid consent. Consent is non-coercive and may be evidenced by words or acts or by silence when silence implies concurrent;

“Constitution” means the Constitution of the Synod;

“Dean” means the Dean of the Diocese;

“Deanery” means a geographic area identified by the Bishop and incorporating several parishes in close proximity;

“Diocese” means The Diocese of Fredericton as constituted by Letters Patent issued by Queen Victoria on April 25, 1845, under which the boundaries of the Diocese of Fredericton are coterminous with the boundaries of New Brunswick. ;

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

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

“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 economic resources without prior consent;

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

“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;

“facility” means a church, hall, a rectory, an office building, a camp building, 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;

“General Synod” means the General Synod of the Anglican Church of Canada 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 the person appointed to that position or shared position in a parish or mission and includes a member of the clergy appointed as Rector;

“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;

“major complaint” means a complaint of misconduct that is not a minor 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 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 behaviour, 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;

“Mission” means a ministry authorized by the Bishop in a geographical area or a community and which is not maintained and managed by a parish corporation;

“Parish” means a geographical area or a community of Church members;

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

“Parish Nursing” is the intentional integration of the practice of **Parish nursing** with the beliefs of a religious community. A **parish nurse** is a registered **nurse** (RN) specialist who encourages physical and spiritual health and wholeness by developing and leading programs within faith communities.

“personal information” is information about an identifiable individual. For the purposes of the Safe Church Regulation, personal information may also include personal health information;

“personal health information”, with respect to an individual, whether living or deceased, means information:

- a) concerning the physical or mental health of the individual;
- b) concerning any health service provided to the individual;
- c) that is collected in the course of providing health services to the individual; or
- d) that is collected incidentally to the provision of health services to the individual;

“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, Cathedral or Parish Corporation, or Diocesan Camp which spans a period of days, weeks or months and in which the level of risk is expected to remain constant; e.g., weekly worship services, weekly Church School, camp session, 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;

“public” means open, transparent and available to all;

“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 an organization and empowered to provide religious instruction and spiritual guidance to others;

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

“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 Diocesan Synod, Cathedral, Parish Corporation or Diocesan Camp 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 (opportunity), 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 is "aggravated" if the person 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 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;

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 under specific circumstances with peers for children age twelve and thirteen, and with young persons aged fourteen to eighteen, 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;

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

“Synod” means The Diocesan Synod of Fredericton as constituted and continued by the Act and by the Constitution;

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

“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 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 and eighteen years of age, inclusive.

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MISCONDUCT

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 Definitions for terms used in this policy may be found in Part 1 of Regulation 4-4: Diocesan Safe Church. In the context of the Safe Church Regulation, the definition of “misconduct” is as follows:

“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](#).”

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 Complainant shall prove that s/he has been subject to misconduct, and a Respondent is deemed to be innocent until proven otherwise.
- 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 Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation, a Diocesan Camp 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 Diocesan Synod, which could include an oral or written reprimand, suspension with or without terms or dismissal.

PREVENTION

- 4 The Diocesan Synod, the Corporation of the Cathedral of Christ Church, each Parish Corporation and each Diocesan Camp shall ensure that each Leader receives both initial training and periodic refresher training on this policy.

ADMINISTRATION

Diocesan Misconduct Complaints Officer

- 5(1) The Diocesan Council shall appoint a Diocesan Misconduct Complaints Officer.
- 5(2) The term of service of the Diocesan Misconduct Complaints Officer is at the pleasure of the Bishop.
- 5(3) The Diocesan Misconduct Complaints Officer shall report to the Diocesan Council.
- 5(4) The Diocesan Misconduct Complaints 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 may appoint an Assistant Diocesan Misconduct Complaints Officer.
- 5(6) The Assistant Diocesan Misconduct Complaints Officer shall assist the Diocesan Misconduct Complaints Officer, and shall act in case of the absence or incapacity of the Diocesan Misconduct Complaints Officer, when the office of the Diocesan Misconduct Complaints Officer is vacant or for any sufficient reason, as when the complaint arises in

the Diocesan Misconduct Complaints Officer's own parish or there is a similar conflict of interest.

Diocesan Misconduct Committee

- 6(1) The Diocesan Council, in consultation with the Bishop, shall appoint a Diocesan Misconduct Committee (hereinafter referred to as "the Committee" comprising two clergy and two lay members.
- 6(2) The Diocesan Council, in consultation with the Bishop, shall designate the Chair of the Committee.
- 6(3) The term of service of the Chair of the Committee is at the pleasure of the Bishop.
- 6(4) The Committee shall be responsible for the investigation of all major complaints.

Pools of Investigators and Mediators

- 7(1) The Diocesan Council, as advised by the Chancellor, shall appoint triennially a Pool of Investigators and a Pool of Mediators; the composition of each pool shall take account of experience, training and regional representation.
- 7(2) The Pool of Investigators shall consist of a minimum of three persons.
- 7(3) The Pool 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

- 9(1) A minor complaint shall be submitted either orally or in writing to the Leader.
- 9(2) A major complaint shall be submitted in writing to the Leader and the Diocesan Misconduct Complaints Officer by completing Appendix 1 (Diocesan Misconduct Complaint Form).
- 9(3) A written complaint, whether minor or major, shall be submitted to the Diocesan Misconduct Complaints Officer within twelve months after the alleged misconduct event took place.
- 9(4) The Committee may extend, at its sole discretion, the time limit given in s. 9(3) for the filing of a written, major complaint.

- 10 The Diocese, Corporation of the Cathedral of Christ Church, a Parish Corporation, a Diocesan Camp and any other party to a complaint under this Policy shall comply with the procedure set out in Appendix 2 (Complaint Procedure).
- 11 A Complaint shall be tracked by the Diocesan Misconduct Complaints Officer as set out in Appendix 3 (Tracking a Misconduct Complaint Form).
- 12 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 Complaints Officer, and encourage the potential Complainant to make a complaint.
- 13 The parties to a complaint may engage in mediation at any time in a proceeding, as per s. 20 (Mediation), except when the alleged misconduct is subject to s. 3(9).

DECISION AND RESOLUTION

- 14 The Diocesan Misconduct Complaints Officer shall, within twenty-one 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 (as per s. 20).
- 15(1) If the Diocesan Misconduct Complaints 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 Social Development, the responsible policing authority or another external authority.
- 15(2) Following receipt of the Investigation Report or the failure of mediation, the Diocesan Misconduct Complaints Officer may dismiss the complaint or impose a penalty, including:
 - a) Oral reprimand;
 - b) Written reprimand;
 - c) Suspension with or without terms;
 - d) 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.
- 15(3) The Diocesan Misconduct Complaints 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.
- 15(4) If a complaint is found to be false or malicious, discipline under this Policy may be imposed on the Complainant.
- 16(1) A party may appeal the decision of the Diocesan Misconduct Complaints Officer as per s. 15(3), in a written submission to the Bishop within thirty days.

- 16(2) The Bishop shall make a decision on the appeal (as per s. 16(1)) within sixty days.
- 17(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.
- 17(2) Any layperson, employee or volunteer found guilty of sexual assault of a child, youth, or vulnerable adult in a criminal proceeding shall be dismissed from employment and/or removed as a volunteer with the Church.
- 18(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.
- 18(2) A Respondent subject to s. 18(1) may not participate or work, in any capacity, in another Church activity, event or program anywhere within the Diocese of Fredericton until the training specified in s. 18(1) has been completed to the satisfaction of the Diocesan Misconduct Complaints Officer.
- 18(3) The Diocesan Misconduct Complaints Officer, in co-operation with the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp, and after consultation with the Bishop, shall decide if a guilty Respondent, who has completed the training to a satisfactory level pursuant to s. 18(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 the Diocesan Synod, the Corporation of the Cathedral of Christ Church, any Parish Corporation, and/or a Diocesan Camp.
- 18(4) The Diocesan Misconduct Complaints Officer shall issue a written decision on the eligibility of a guilty Respondent (as per s. 18(3)) within sixty (60) days of receiving a request for Reinstatement of Privilege from the Respondent, the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp.
- 18(5) The decision of the Diocesan Misconduct Complaints Officer as per s. 18(4) shall be final and not appealable.
- 19 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. 15(2) (b), (c) or (d), or s. 18(2), and;
 - b) A decision in any criminal, civil or administrative proceeding in relation to the same matter of the complaint.

MEDIATION

- 20(1) The parties to a complaint may engage in mediation at any time in a proceeding by executing the Mediation Agreement set out in Appendix 4, except when the alleged misconduct is subject to s. 3(9).
- 20(2) The Diocesan Synod, Corporation of the Cathedral of Christ Church, a Parish Corporation, or a Diocesan Camp, as applicable, 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, administrative or other related expenses.
- 20(3) If the matter is referred to mediation, neither the Diocesan Misconduct Complaints Officer nor the parties shall take any further action.
- 20(4) The mediation process shall be completed within sixty days.
- 20(5) If mediation fails, the parties shall resume the investigative and/or decision-making process.

PASTORAL CARE AND COUNSELING

- 21(1) The Committee shall, without delay, offer pastoral care and counseling assistance to the Complainant, the Respondent, and their families.
- 21(2) Where appropriate, the Bishop may direct and provide resources for pastoral care and counseling services to the affected Church community.
- 21(3) Notwithstanding s. 21(1) and 21(2), no person who is a party to, or a witness in, the proceeding of a major complaint investigation shall provide pastoral care or counseling services to any of the parties affected by the allegation of misconduct.

CONFIDENTIALITY

- 22(1) Except when otherwise required by law, all proceedings under this Policy shall be confidential.
- 22(2) Except when otherwise required by law, all documents that form part of a proceeding under this Policy shall be confidential.
- 22(3) Notwithstanding s. 22(1) and 22(2), the Bishop may, after consultation with the Diocesan Misconduct Complaints Officer and the Diocesan Chancellor, require that proceedings be

held in public, and/or that details of the complaint and/or a document be disclosed to the public.

EXTERNAL COMMUNICATIONS

External Authorities

- 23(1) The Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation and/or a Diocesan Camp 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.
- 23(2) The Diocesan Misconduct Complaints Officer shall, on written request, make a report of the incident(s) to an external investigating authority, as per s 23(1).

Media and the Public

- 24(1) The Diocesan Misconduct Complaints Officer shall be the sole media spokesperson for the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp in relation to any matter under this Policy, unless directed otherwise by the Bishop.
- 24(2) The Diocesan Communications Officer shall assist in the preparation of all media announcements under this Policy.
- 24(3) The names of the alleged Complainant(s), Respondent(s), other witnesses or third parties shall remain confidential unless the Bishop, upon consultation by the Diocesan Misconduct Complaints Officer, determines that some of or all such information should be disclosed in accordance with s. 22 (Confidentiality).

RECORDS MANAGEMENT

- 25(1) The Diocesan Misconduct Complaints Officer shall, in accordance with the Diocesan Privacy Policy, retain in a central and secure location all records for a minimum of thirty-five years, including but not limited to:
- a) All summaries of minor complaint settlements.
 - b) All major 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 Complaints Officer or the Committee;

- f) All written decisions and other communications by the Diocesan Misconduct Complaints Officer and/or the Bishop.
 - g) All communications by the Diocesan Synod, Corporation of Christ Church Cathedral, a Parish Corporation or a Diocesan Camp relating to a complaint under this Policy.
- 25(2) At the conclusion of the time limit specified in s. 25(1) hereof, the Diocesan Synod, the Corporation of the Cathedral of Christ Church, each Parish Corporation or Diocesan Camp shall transfer the record(s) to the Diocesan Archivist in accordance with Canon Five.

POLICY REVIEW AND AUDIT

- 26 The Diocesan Misconduct Complaints 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.
- 27(1) The Diocesan Council shall ensure that an audit of the processes under this Policy is undertaken at least once every three years.
- 27(2) The Diocesan Council, through the Diocesan Human Resources Committee, shall review this Policy at least once every three years.

Adopted
4 October 2014
Revised
5 October 2017

MISCONDUCT

Appendix 1 – Diocesan Misconduct Complaint Form

Please use a pen, not a pencil. Be sure to complete Sections A through I, inclusive of the form. Contact the Diocesan Misconduct Complaints 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 Complaints 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 Complaints Officer must receive your complaint within twelve months after the alleged misconduct event took place.

SECTION A: Complainant's Name and Age

A1: Name of Complainant (Please print):			
Street or Mailing Address:			
Town/City and Province	Postal Code	Email Address (if known)	Telephone or Cellular Phone Number (include area code)

A2: _____
Birthdate (yyyy/mm/dd)

Complainant's Signature

Date (yyyy/mm/dd)

Page ____ of ____ pages

SECTION B – Who are your complaining about? (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)

Complainant's Signature

Date (yyyy/mm/dd)

Page ____ of ____ pages

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

<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 alleged misconduct took place:</p>
<p>Location of the Church Event, Activity or Program where the alleged misconduct took place:</p> <p>Street Address (Please Print): _____</p> <p>Town/City: _____</p> <p>Province: _____ Postal Code: _____</p> <p>Telephone 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 behaviour, 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. 3(6) 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 Part 1 of the Safe Church Regulation (Definitions of Terms).

- ☐ 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 |
| <input type="checkbox"/> Family Status | <input type="checkbox"/> Gender Identity or Expression | | |

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

SECTION E – When did the alleged misconduct occur? If more than one occurrence, identify the dates of the first and the 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:

Complainant's Signature

Date (yyyy/mm/dd)

Page ____ of ____ pages

Yes

No

9

5

(yyyy/mm/dd)

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Date (yyyy/mm/dd)

Page ____ of ____ pages

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Complainant's Signature

Date (yyyy/mm/dd)

Page ____ of ____ pages

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Complainant's Signature

Date (yyyy/mm/dd)

Page ____ of ____ pages

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Complainant's Signature

Date (yyyy/mm/dd)

Page ____ of ____ pages

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
(If the Complainant is a child)

Date (yyyy/mm/dd)

I2: I understand that if my complaint is accepted by the Diocesan Misconduct Complaints 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
(If the Complainant is a child)

Date (yyyy/mm/dd)

I3: I understand that the Diocesan Synod, the Corporation of the Cathedral of Christ Church, the Parish Corporation or the Diocesan Camp, as applicable, 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
(If the Complainant is a child)

Date (yyyy/mm/dd)

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
(If the Complainant is a child)

Date (yyyy/mm/dd)

Remember to provide the Diocesan Misconduct Complaints Officer with any changes to your contact information as the Diocese may close your complaint as having been abandoned if you are unable to be contacted.

Adopted
4 October 2014
Revised
5 October 2017

Page _____ of _____ pages

MISCONDUCT

Appendix 2 –Complaint Procedure

General

- 1(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.
- 1(2) A Complainant or a Respondent who is a youth or a vulnerable adult may, at the discretion of the Diocesan Misconduct Complaints Officer or the Misconduct Committee, proceed either alone or only through her or his parent, guardian, a person *in local parentis*, or other legal representative.
- 2 The Complainant may withdraw his/her complaint at any time with the permission of the Diocesan Misconduct Complaints Officer.
- 3 The Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp may assist the Complainant and Respondent to meet the requirements of this policy.
- 4 The Diocesan Misconduct Complaints Officer may refer a matter falling under the scope of this Policy to the Committee on his or her own motion, notwithstanding that no major complaint has been filed.
- 5 The Diocesan Misconduct Complaints 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.

Tracking a Complaint

- 6 A complaint shall be tracked by the Diocesan Misconduct Complaints Officer using Appendix 3, (Tracking the Diocesan Misconduct Complaint Form)

Making a Complaint

- 7(1) A Complainant may make a minor complaint (as per s. 8) or a major complaint (as per s. 9) against a Respondent.

- 7(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 Complaints Officer of the complaint.

Minor Complaint

- 8(1) A Complainant may make a minor complaint either orally or in writing to the Leader.
- 8(2) Where the Complainant is an adult, other than an vulnerable adult, the Leader may investigate and settle the complaint;
- 8(3) Where the Complainant is a child, youth or vulnerable adult, the Diocesan Misconduct Complaints Officer may personally settle it as a minor complaint or request the Leader to do so.
- 8(4) Upon settling a minor complaint, the Leader or the Diocesan Misconduct Complaints Officer, as the case may be, shall submit a written summary to the Territorial Archdeacon and the Office of the Diocesan Misconduct Complaints Officer not later than twenty-one (21) days after the complaint arose.
- 8(5) If a Leader or the Diocesan Misconduct Complaints Officer fails to settle a minor complaint it shall be investigated as a major complaint.

Major Complaint

- 9(1) A Complainant shall complete the Diocesan Misconduct Complaint Form (Appendix 1), and submit it as the written complaint to the Leader and the Diocesan Misconduct Complaints Officer within twelve (12) months of the alleged misconduct.
- 9(2) The Committee may extend, at its sole discretion, the time limit given in s. 9(1) for the filing of a written, major complaint.
- 9(3) Except in unusual circumstances, the Diocesan Misconduct Complaints Officer shall immediately refer a major complaint to the Committee and inform the Territorial Archdeacon(s) and the Parish Corporation(s) of the complaint.
- 9(4) The Diocesan Misconduct Complaints Officer shall advise the Complainant and Respondent of their right to legal counsel.
- 9(5) The Diocesan Misconduct Complaints Officer shall, within five days, provide the Respondent a written notification of receipt of a major complaint.

- 9(6) The Diocesan Misconduct Complaints Officer shall provide a copy of the written major complaint to the Respondent and the Leader of the activity, event or program in which the complaint arose.
- 9(7) The Diocesan Misconduct Complaints Officer may recommend to the Bishop that s/he suspend the license of a Cleric who is a Respondent in a major complaint, and the Bishop shall make a decision on this recommendation within ten days.
- 9(8) The Diocesan Misconduct Complaints Officer may recommend to the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp that it suspend, with or without pay, a Synod, Cathedral, Parish or Camp lay employee who is a Respondent in a major complaint, and the Diocesan Synod, the Corporation of the Cathedral of Christ Church, the Parish Corporation or the Diocesan Camp shall make a decision on this recommendation within ten days.
- 9(9) The Diocesan Misconduct Complaints Officer may recommend to the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp that it suspends, with or without pay, a Synod, Cathedral, Parish or Camp Volunteer who is a Respondent in a major complaint, and the Diocesan Synod, the Corporation of the Cathedral of Christ Church, the Parish Corporation or the Diocesan Camp shall make a decision on this recommendation within ten (10) days.
- 9(10) The Committee shall investigate a major complaint under this Policy.
- 9(11) The Committee shall commence an investigation immediately upon receipt of a major complaint.
- 9(12) Notwithstanding ss. 9(10) and 9(11), all investigations and 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.
- 9(13) No person, including the Diocesan Misconduct Complaints Officer, the Committee, an Investigator, a Mediator, and/or 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.

Major Complaint Investigation Report

- 10(1) The Committee shall complete its complaint investigation and submit an Investigation Report to the Diocesan Misconduct Complaints Officer within ninety days of receipt of the complaint.
- 10(2) The Committee may delegate to an Investigator the tasks of completing the complaint investigation and preparing a draft Investigation Report.

10(3) The Investigation Report shall conform to the following minimum requirements:

- a) The names of the parties and persons interviewed;
- b) The written complaint, including the date the conduct subject to the complaint allegedly arose;
- c) The Respondent's response to the complaint;
- d) Confirmed findings of fact;
- e) Unconfirmed allegations;
- 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.

Special Complaint Circumstances

- 11(1) Where a complaint is made against either the Bishop or the Diocesan Misconduct Complaints Officer, it shall be submitted directly to the Chair of the Misconduct Committee, and the Committee shall investigate the complaint.
- 11(2) Where a complaint is made against the Diocesan Misconduct Complaints Officer, or concerns his/her parish or there is a similar conflict of interest, the Bishop shall determine the complaint.
- 11(3) Where a complaint is made against the Bishop, the Metropolitan of the Province shall determine the complaint.
- 11(4) Where a complaint is made against the Metropolitan, and the Metropolitan is also the Diocesan Bishop, the Diocesan Misconduct Complaints Officer shall request the Primate or another Bishop from the Province to determine the complaint.
- 11(5) Where a complaint is made against a member of the Misconduct 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.
- 12 A Cleric who has heard a confession from any party to a proceeding under this Policy shall disclose that fact to the Diocesan Misconduct Complaints Officer and shall not participate further in the proceeding.

Adopted
4 October 2014
Revised
5 October 2017

MISCONDUCT

Appendix 3 – Tracking the Diocesan Misconduct Complaint Form

The Office of the Diocesan Misconduct Complaints Officer shall complete the following information on 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 Complaints 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 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 Complaints Officer shall advise the Misconduct Committee that a Complaint has been received that is outside of the prescribed time limit of twelve months, and the Committee shall decide if the time limit is to be extended based on the gravity of the Complaint. The Misconduct Officer will inform the Complainant that either the limitation of twelve months has elapsed, in accordance with Section 9(3) of the Diocesan Misconduct Policy, and advise the Complainant that there will be no investigation or further action concerning this complaint or that the time limit has been extended to receive and investigate the Complaint accordingly

4 Assess if this is a Minor Complaint or a Major 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 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 Complaints Officer, and may be either written or oral.

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

☐ Minor Complaint ☐ Major Complaint

For a Minor Complaint, the Leader or Diocesan Misconduct Complaints 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. 8(4) of Appendix 2: “Complaint Procedure” of the Diocesan Misconduct Policy.

Name of Person making this assessment: _____

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

Date this assessment was reviewed by Diocesan Misconduct Complaints 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.**

Adopted
4 October 2014
Revised
5 October 2017

MISCONDUCT

Appendix 4 – Mediation Agreement

THIS IS A MEDIATION AGREEMENT made this _____ day of _____, 20 ____.

B E T W E E N: _____

- and -

- and -

Name of Mediator

1 AGREEMENT

The parties agree:

- (1) To attempt to settle a controversy through the mediation process on the terms contained in this agreement;
- (1) 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;
- (2) 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;
- (3) 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;
- (4) 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 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 Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp 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, administrative or other related 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) Any of the parties has 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) Both the Complainant and the Respondent hereby undertake to make full disclosure of all relevant information reasonably required by the mediator to understand the outstanding issues.
- (2) Neither the Complainant nor the Respondent, 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 New Brunswick.

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 no 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 each acknowledge that (s/)he 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

Complainant Signature

Date

Respondent Signature

Date

Mediator

Adopted
4 October 2014
Revised
5 October 2017

PRIVACY

PURPOSE

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

DEFINITIONS

2. Definitions for terms used in this policy are found in Part 1 of Regulation 4-4: Diocesan Safe Church. In the context of the Safe Church Regulation, the definition of “personal information” is information about an identifiable individual. For the purposes of the Safe Church Regulation, personal information may also include personal health information.

“Personal health information”, with respect to an individual, whether living or deceased, means:

- (a) information concerning the physical or mental health of the individual;
- (b) information concerning any health service provided to the individual;
- (c) information that is collected in the course of providing health services to the individual; or
- (d) information that is collected incidentally to the provision of health services to
- (e) the individual.

PRINCIPLES

3. Each individual retains ownership of her or his personal information and shall have access to it for the purpose of ensuring accuracy and completeness.
4. The Diocesan Synod, the Corporation of Christ Church Cathedral, each Parish Corporation and Diocesan Camp shall adhere to the permission-based principles contained in the federal Personal Information Protection and Electronics Document Act (**PIPEDA**) and to the Provincial Health Information Privacy and Access Act (PHIPAA) 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 Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp 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 Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp is for the use of the Diocesan Synod, the Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp.
- 7. All personal information held by the Diocese, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp 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 Diocesan Privacy Officer is contacted through the Diocesan Synod of Fredericton
- 10. The Diocesan Privacy Officer shall implement a program whereby Church members, when required, shall provide consent for the collection, use, disclosure and retention of their personal information prior to or during the collection of such information using 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 and the 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 three years.

PERMISSION-BASED RIGHT TO PRIVACY**Personal Information Collection**

13. Personal information shall be collected 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 purpose(s) for which information is required shall be identified before or at the time the information is collected.
15. If collected information is to be used for a different purpose at a future time, the individual's consent shall be obtained before or at that time.

Personal Information Retention

16. Personal information shall be retained as an active record only as long as necessary for the purposes for which it was collected
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 as Appendix 3.

Personal Information Sharing

19. The Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp shall disclose personal information only in accordance with the purpose for which it is collected.
20. Incorrect or outdated information shall be amended in a timely fashion.
21. Access to personal information shall be restricted to individuals or persons in positions set out in Appendix 2 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 Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp 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 Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp may refuse an individual's request for access to their personal information if:
- a) the information is protected by solicitor-client privilege;
 - b) to do so could reasonably be expected to threaten the life or security of another individual;
 - c) 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; or
 - d) the information was generated in the course of a formal dispute resolution process; or
 - e) to do so would reveal confidential commercial information.

Collection of Information Without Consent

- 25(1) The Diocese, the Corporation of Christ Church Cathedral or a Parish Corporation 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 where the individual has no expectation of privacy;
 - 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 Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp may disclose personal information without consent:

- a) to a lawyer representing the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp;
- b) to collect a debt the individual owes the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp;
- 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 consent;
- b) s/he believes the Diocesan Synod, the Corporation of the Corporation of Christ Church, a Parish Corporation or a Diocesan Camp possesses incorrect or inaccurate personal information about that person;
- c) the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp has refused or otherwise failed to disclose information to her or him following a request to do so; or
- d) the Diocesan Synod, the Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp 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 days.

29. In her/his decision, the Diocesan Privacy Officer may:

- a) dismiss the complaint in whole or in part;
- b) order that some or all the information collected without consent be destroyed;
- c) order that any incorrect information be corrected in a timely manner;
- d) order that information be disclosed to the complainant in whole or in part; and/or
- e) order the 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 days.

31(2) The Bishop shall make a decision on the appeal within sixty days.

Adopted
3 December 2014
Revised
5 October 2017

PRIVACY

Appendix 1 - Personal Information Consent Form

I, _____, hereby acknowledge and consent to the collection, use, disclosure and retention of my personal information by the Diocese of Fredericton, the Corporation of Christ Church Cathedral, a Parish Corporation or a Diocesan Camp, in accordance with the Diocese of Fredericton Privacy Policy.

The purpose of my consent is to enable the Diocesan Synod, the Corporation of Christ Church Cathedral, a Parish Corporation or a Diocesan Camp to communicate with me and to identify members of associations within or affiliated with the Diocese of Fredericton.

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 (yyyy/mm/dd)

Name

Contact Information

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

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

Telephone: _____

Cellular Phone: _____

Email: _____

PRIVACY

Appendix 2 - Persons Authorized to Receive Personal Information

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

1. the Bishop of Fredericton;
2. the Dean of Christ Church Cathedral;
3. the Chancellor;
4. the Vice-Chancellor;
5. the Executive Assistant to the Bishop;
6. the Secretary to the Bishop;
7. the Diocesan Privacy Officer;
8. the Diocesan Misconduct Officer, as required;
9. the Diocesan Treasurer, as required;
10. a Territorial Archdeacon, as required;
11. a Cleric of a Parish Corporation, as required;
12. the Director of a Diocesan Camp, as required;
13. a Parish Nurse, as required;
14. the Confidential Parish Secretary, as required;
15. a Church Warden, as required;
16. the Vestry of a Parish Corporation, as required;
17. the Chair of the Diocesan Human Resources Committee, as required;
18. the Diocesan Council and its Executive Committee, as required;
19. the Secretary of the Synod; as required;
20. the Chair of the Synod Planning Committee, as required;
21. the Diocesan Archivist pursuant to s. 17 of the Diocesan Privacy Policy.

I hereby so authorize:

Name (please print)

Signature

Date (yyyy/mm/dd)

Adopted
3 December 2014
Revised
5 October 2017

PRIVACY

Appendix 3 - Archives Records Access Requirements

2. Effective immediately, records of baptisms and marriages, which occurred after 1966, and confirmations, funerals and burials occurring after 1996 will not be open to the public. Records for subsequent years will be opened on a rolling basis (i.e., baptisms and marriages for 1967 and confirmations, funerals and burials for 1997 will be opened 1 January 2017; 1968 and 1998 opened 1 January 2018, and so on).
3. 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.
4. 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.
5. Microfilms of parish registers will not be sold.
6. 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.
7. 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 the Corporation of Christ Church Cathedral or a Parish Corporation, a copy of a record will be provided for a fee as determined by the Provincial Archives of New Brunswick. The Corporation of Christ Church Cathedral or Parish Corporations shall not be charged a fee for such a request.
8. 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.

Revisions adopted
18 June 2016

PRIVACY

Appendix 4: Web Privacy Statement

Diocesan web-based sites shall include the following statement, accessible from a link visible on all main pages:

1. Our Commitment to Privacy

The Anglican Diocese of Fredericton adheres to the Diocesan Privacy Policy as part of our commitment to protect personal information. The statement characterizes our information collection and sharing practices for this website [*e.g.*, <http://anglican.nb.ca/>]. If you require more information on our policy, have questions, comments, or concerns; contact the diocese at (506) 459 1801, or through this contact form.
[http://anglican.nb.ca/mail_forms/privacy.html]

2. Cookies

This website uses cookies to track visits. (A cookie is an information file stored on your computer's hard drive, which contains data about web sites that you have visited.) This process does not involve the extraction or aggregation of private information.

3. External Links

There are websites linked to and from this site that are operated by organizations outside of the Anglican Diocese of Fredericton. Those organizations are solely responsible for the operation and information found on their respective websites. The linking to or from this site does not imply any endorsement by the Diocese of Fredericton of these websites.

Revisions adopted
25 February 2017

POLICE RECORDS CHECK (PRC)

1. The Diocesan Synod, Corporation of the Cathedral of Christ Church, each Parish Corporation and Diocesan Camp shall require each Cleric, employee, leader and volunteer to complete and file with the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp, a Police Records Check (PRC) in the form prescribed by a policing authority:
 - a) at the commencement of any Church work described as a position of trust or one that will place the individual into contact with children, youth or vulnerable adults in a Church program or setting, and
 - b) at least every third year thereafter.
2. Each PRC applicant shall specify in the PRC application if he/she is working or coming into contact with, children, youth and/or vulnerable adults in a Church program setting and requires that a “Vulnerable Sector Check” be conducted. See Appendix 1 for a PRC Request Form.
3. The Diocese, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp may reimburse the cost of a PRC.
4. No person found guilty in a judicial proceeding of physical or sexual assault for which a pardon has not been granted shall be permitted to work with children, youth or vulnerable adults in a Church program.

Adopted
3 December 2014
Revised
5 October 2017

POLICE RECORDS CHECK (PRC)

Appendix 1 – PRC Request Form (to be on corporate letterhead)

Date

To whom it may concern:

_____ will be ☐ employed ☐ volunteering
(Name of Applicant)

with the _____
(Name of Diocese, Organization, Corporation or Camp)

The policy of the Anglican Church of Canada, Diocese of Fredericton, for anyone who works in a position of trust is that they are required to provide a current police record check.

As the duties, responsibilities or work/volunteer environment may cause this individual to be in contact with children, youth and vulnerable adults in a church program setting, a vulnerable sector check is also requested. ☐ Yes ☐ No

It is hereby requested that a ☐ police record check ☐ vulnerable sector check be undertaken and that you provide documentation that _____ does not have a criminal record or is included on any listing related to vulnerable persons, as applicable.

If further information is required, please contact the undersigned immediately.

(Name)

(Telephone Number)

(Signature)

Adopted
3 December 2014
Revised
5 October 2017

RISK MANAGEMENT

Part 3: Risk Management

General

- 1 The Diocesan Synod, Corporation of the Cathedral of Christ Church Parish Corporations and Diocesan Camps 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;
 - e) Transportation standards.

a) Risk Identification and Assessment

- 2(1) The Leader shall, after consultation with the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation and/or Diocesan Camp, complete and maintain a risk assessment for each Diocesan, Cathedral, Parish or Diocesan Camp activity, event, program or ministry, and for each position within such program or ministry, and review this assessment with either a Cleric, Parish Warden or Camp Director, as applicable, prior to the Church activity, event or program.
- 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 A).
- 2(3) Prior to delivery of the Church activity / program the Leader shall review with the Bishop, Dean, Incumbent, Parish Warden or Camp Director 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).
- 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.

b) Program Safety Standards

General

- 3 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall adhere to the Program Safety Standards addressed in sections 4 to 16.

Supervision, Support and Evaluation

- 4(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps 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 Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall each prepare a list of the categories of programs (ministries) operating within their jurisdiction, 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 Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall each incorporate mandatory periodic review in the risk assessment of each program.
- 5(3) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall each establish job descriptions for each Leader and Volunteer

in a program or ministry, using the [Forms for Ministry Position Descriptions](#) (Appendix 2, Schedule A).

Two-Adult Standard

- 6(1) There shall be a minimum of two adults present during all programs and activities, including transportation.
- 6(2) There shall be two unrelated adults, if practical, 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) 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 Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall at least adhere to the minimum requirement for [Adult-to-Participant Minimum Ratio Standard](#) (Schedule B).
- 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 supervising leaders 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 Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall comply with the requirements for off-site and over-night activities.
- 9(2) Each participant in an off-site and/or over-night event shall complete the [Program Waiver and Medical Release Form](#) (Schedule C).
- 9(3) The Leader of the event, and the Cleric or a Parish Warden, shall each retain a copy of:

- a) the Program itinerary;
 - b) all [Program Waiver and Medical Release Forms](#) (Schedule C) signed by the participants, which will include complete billeting information, if applicable.
- 9(4) If an off-site or over-night event includes the use of a pool, hot tub or natural body of water, a qualified Life Guard (i.e. certified by the Canadian Red Cross or YM/YWCA) shall be in attendance throughout the event.
- 9(5) Each leader and responsible adult shall have an assigned group of children/ youth/ vulnerable adults for whom s/he shall be responsible during the off-site or overnight event.
- 9(6) No adult shall be alone with a single child/ youth/ vulnerable adult.
- 9(7) Each facility shall adhere to the Facility Standards and be equipped with all safety features and functions required by the [NB Fire Protection Regulation](#) of the [NB Fire Prevention Act](#) including smoke detectors, as well as inside release doors for all new or renovated facilities.
- 9(8) Each participant shall be made aware of fire exits and fire evacuation procedures of the facility.

Contact and Identification Standard

- 10(1) At least one adult involved with the Church program / event shall have access to an operative communication device.
- 10(2) Each leader and volunteer shall be clearly and appropriately identified whenever working with children/ youth/ vulnerable adults.
- 10(3) 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 Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that their leaders are provided with Standard First Aid and CPR training through the St. John Ambulance, or equivalent organization.
- 11(2) At least one person amongst the Leader(s) and participants on each church/camp program and/or activity shall have current qualifications to perform Standard First Aid and CPR.
- 11(3) The Diocesan Synod, Corporation of the Cathedral of Christ Church, each Parish Corporation and each Diocesan Camp shall ensure that well-stocked first aid kits are available and accessible during all activities and/or programs.

Minimum Insurance Standard

- 12(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that adequate property and liability insurance coverage exists for each of their church buildings and facilities.
- 12(2) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure their insurance coverage policy complies with the [Diocesan Minimum Insurance Standard](#).

Health and Wellness Standard***General***

- 13 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall promote good health and wellness, including measures that would reduce infection, for all participants in Church programs/activities or events.

Medical and Accident Incident Reporting Standard

- 14(1) The Program Leader shall report the accident / medical incident to the parent/ guardian/ care giver within two (2) hours, if practicable.
- 14(2) The Program Leader shall verbally report the accident/ medical incident to the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp, as appropriate, within twelve (12) hours.
- 14(3) The Program Leader shall submit a completed [Accident/Medical Incident Report Form](#) (Schedule D) to the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp within twenty-four (24) hours.
- 14(4) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that all completed [Accident/Medical Incident Report Forms](#) (Schedule D) are properly secured in accordance with the [Diocesan Privacy Policy](#) and the [Diocesan Misconduct Policy](#), s. 25 (Part 2).
- 14(5) In the event of an incident involving bodily injury, the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp shall ensure that corrective measures are implemented to minimize further similar incidents.

Allergies

- 15(1) In accordance with the [Program Waiver and Medical Release Form](#), (Schedule C), each participant shall disclose whether she/he has any allergy and/or medical intolerance, dietary restriction, and/or other medical condition.
- 15(2) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that menu content is clearly communicated to a child, youth or vulnerable adult and to their parent/guardian or caregiver when necessary.

Reportable Diseases

- 16(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps 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 16(1) shall be permitted to participate in a Church program or activity.

c) Human Resource Standards**General**

- 17 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall comply with:
- a) [Staffing Standard](#) for employment and volunteer positions;
 - b) [Training Standard](#) for initial training and refresher training on this Regulation; and
 - c) [Performance Review Standard](#) and assessments for employees and lay-leaders.

Staffing Standard:***General***

- 18(1) The purpose of the staffing process is to guide and further an individual's call to Christian service by the screening of each candidate for Employment, Lay Leader, Volunteer, or Cleric in the Diocese.
- 18(2) The management of information and communications shall be in accordance with the [Diocesan Privacy Policy](#) (Part 2).

Ministry Position Descriptions

- 19(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall each prepare a list of all generic Ministry Position descriptions for all applicable positions, 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](#) (Appendix 2, Schedule A)

- 19(2) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that each position description adheres to the [Forms for Ministry Position Descriptions](#) (Appendix 2, Schedule A).

Staffing Process for Employees, Lay Leaders and Volunteers

- 20(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall each establish a staffing team of at least two persons (2) to support the staffing of Employees, Lay Leaders and Volunteers within its jurisdiction.
- 20 (2) The Bishop, Dean, Incumbent, or Clerical designate, and Camp Director shall be an ex-officio member of the staffing team, as applicable.
- 20(3) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall complete the following steps in the staffing of an Employee, Lay Leader or Volunteer position.

Advertisement

- 21 In placing an advertisement, the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations or Diocesan Camps shall be guided by the relevant Diocesan, Cathedral, Parish or Camp Profile document, respectively.

Receipt and Review of Applications

- 22(1) Each Applicant shall:
- a) Complete an [Application Form](#) (Schedule E); and
 - b) Provide the names of at least three references.

22(2) The selection criteria for the position of Employee, Lay Leader and Volunteer in a Church program or ministry shall be in accordance with the [Forms for Ministry Position Descriptions](#) (Appendix 2, Schedule A).

22(3) The staffing team shall review each application received and establish a list of candidates to interview based on their ability to fulfil the requirements of the position.

Interview and Assessment

23(1) The staffing team shall interview each potential candidate for Employment, Lay Leader, or Volunteer for a Church program or ministry position;

23(2) The staffing team shall choose by consensus the most suitable candidate for the available position.

Reference and Police Record Checks

24(1) A member of the staffing team shall complete a [Personal Reference Check Form](#) (Schedule F) for the candidate considered for the position.

24(2) Upon completion of a satisfactory reference check, the candidate will be contacted by a member of the selection committee to advise of the need for a Police Record Check (PRC) in accordance with the [Diocesan Police Records Check \(PRC\) Policy](#) (Part 2).

Recommendation and Notification

25 The staffing team shall recommend to the Bishop and/or Diocesan Council (as applicable), Bishop and Chapter, Parish Corporation, or Camp Director, the most suitable candidate to fill each Employment, Lay Leader or Volunteer position, pending receipt of an approved Police Records Check.

26 The staffing team shall forthwith notify each candidate interviewed of the disposition of her/his application after the successful candidate has accepted the position.

Retention and Storage of Documents

27 All Application Forms, Police Records Checks and Personal Reference Check Forms shall be retained in accordance with the [Diocesan Privacy Policy](#) (Part 2).

Screening of a Cleric Transferring into the Diocese

28 The Bishop 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 Diocesan Synod;

- b) a Police Records Check, in accordance with [Diocesan Police Records Check \(PRC\) Policy](#) (Part 2); and
 - c) at least two (2) personal references.
- 29 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp shall retain all documents in accordance with the [Diocesan Privacy Policy](#) (Part 2).

Training Standard:

- 30(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall provide each Cleric, Lay Leader, Employee and Volunteer with a copy of this Regulation.
- 30(2) The Diocese shall ensure the development and delivery of training on the Safe Church Regulation and its various components to each Cleric, Lay Leader, Employee and Volunteer of the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps within twelve (12) months of approval of the Regulation by the Diocesan Council.
- 30(3) The Diocese shall ensure the availability of annual training on this Regulation to each new Cleric, Lay Leader, Employee and Volunteer.
- 30(4) 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 G).
- 30(5) Upon the successful completion of the training referred to in s. 30(2) and 30(3), the Diocese shall issue to the participant a signed copy of the [Diocesan Safe Church Regulation Training Certificate](#) (Schedule H), which shall remain in effect for a period of three (3) years.
- 31(1) The Diocese shall ensure the availability of refresher training on this Regulation to each Cleric, Lay Leader, Employee and Volunteer of the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps at least once every three (3) years.
- 31(2) Upon the successful completion of the refresher training referred to in s. 31(1), the Diocese shall issue to the participant a signed copy of the [Diocesan Safe Church Regulation Refresher Training Certificate](#) (Schedule I), which shall remain in effect for a period of three (3) years.

Performance Review Standard:

- 32(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall each annually conduct a performance review using an approved and standardized format similar to that contained in the [Diocesan Staff Performance Review](#) (Schedule J) for each Employee, Lay Leader, and Volunteer.
- 32(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 or ministry;
 - b) The provision of a structured environment for the individual and their 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.
- 33(3) All performance reviews shall be retained in accordance with the [Diocesan Privacy Policy](#) (Part 2).

d) Facilities Standards**General**

- 34 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that safe church facilities are available for all users and, without limiting the generality of the foregoing, shall ensure adherence to all applicable standards.

Facilities Examination and Audit

- 35 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall complete an initial examination, and periodic audit thereafter, of those facilities used for Church programs within the Diocese, to ensure compliance with both Part 1 of [Regulation 7-3 \(Rectory Standards\) if applicable](#), and Part 3: Risk Management of the Safe Church Regulation.

Facilities Checklist

- 36 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall complete the [Diocesan Facilities Checklist](#) (Schedule K) for each Church facility in the Diocese.

Facilities Safety Standards

- 37(1) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that each facility is equipped with all safety features and functions required by the [NB Fire Protection Regulation](#) of the [NB Fire Prevention Act](#), including smoke detectors, as well as inside release doors for all new and renovated facilities.
- 37(2) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that each facility is equipped with all safety features and functions required by the [National Fire Code](#).
- 37 (3) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall adopt [Minimum Safety Standards and Practices](#) (Schedule L).
- 37 (4) If there is a conflict between a standard specified in s. 37(1), s. 37(2), and/or s. 37(3) above, then the higher safety standard shall apply.
- 37(5) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps 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

- 38(1) Each Church building shall have a functioning washroom unless prohibited by age or size of the building and access to services.
- 38(2) The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that each facility complies with the [Diocesan Washroom Standard](#) (Schedule M).
- 38(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 M).
- 38(4) If the available washroom facility does not meet a standard under s. 38(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

- 39(1) A Church program or activity shall be delivered by means of either an open door or an unobstructed interior window.

- 39(2) The delivery of a Church program shall be accessible and visible to any person including, but not limited to, another Leader or volunteer, a parent, guardian and/or care-giver.

Use of Church Facilities by Other Community Groups

- 40(1) Each community group that uses a Church facility shall comply with this Regulation.
- 40(2) The community group that uses a Church facility shall complete an [Agreement to Use a Diocesan Facility](#) (Schedule N) and provide written confirmation by the community group's insurance provider that satisfies the [Diocesan Minimum Insurance Standards](#).

Use of Church Facilities by Other Church Groups

- 41 A group from either the Diocesan Synod, Corporation of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp shall comply with the minimum standards set out in this regulation when using another Church facility.

Building and Structure Standards

- 42 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps 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.
- 43 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.

e) Transportation Standards

Driver Qualifications

- 44(1) Each driver shall have a valid driver's license and automobile insurance coverage and be screened in accordance with Part 3 of this Regulation.
- 44(2) Each driver will provide evidence of a clean driving record before being permitted to drive participants in a Church program or activity.
- 44(2) Either the driver or the accompanying Leader will have current qualifications in Standard First Aid training.

Vehicle Requirements

- 45 The Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall ensure that:
- a) the number of persons per vehicle shall not exceed the number of seat belts;
 - b) 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.
- 46 The vehicle must meet vehicular safety standards and be considered road-worthy, as well as be equipped with standard weather related safety features (such as snow tires).
- 47 The vehicle must be equipped with a fully stocked First Aid Kit as well as a Vehicle Emergency Kit.

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5 October 2017

RISK MANAGEMENT

Schedule A - 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 activity or program). Risk includes the likelihood (i.e. probability) that 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 by the Leader to be beneficial, then that risk event should be promoted and encouraged to occur. This is consistent with the purpose of the Safe Church Regulation 4-4 as specified in Part 1, s. 1: “... *to promote the mission of the church by providing a safe and effective working, learning and spiritual environment.*”

Examples of beneficial outcomes (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 Bishop, Dean, Incumbent, Parish Warden or Camp Director 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: Risk Management.

Sufficiency for the Avoidance of Negative Risk Event(s)

The objective of the Risk Management Guide is to minimize all negative risk event(s) when the Leader and the Volunteers of a Church activity / program comply with all standards and

procedures set out in the Safe Church Regulation, including all policies and schedules, in accordance with s. 2(5), Part 3: Risk Management.

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 beneficial outcomes (positive risk events). The Leader and Volunteers shall take decisive steps to avoid all negative risks events and to promote all beneficial outcomes.

Categorizing Ministries According to Risk

In the particular context of the protection of children, youth and vulnerable adults, ministries shall be categorized as being either inherently 'Low Risk' or 'High Risk'. In the context of the protection of non-vulnerable adults, or the protection of Church facilities, contents and other assets, ministries not involving children, youth or vulnerable adults shall also be categorized as being either inherently 'Low Risk' or 'High Risk'.

Low Risk Ministries

Low Risk Ministries are those events/activities that would normally not permit a person to be alone with a child, youth 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

High Risk Ministries are those events/activities that might have a reasonable expectation of permitting opportunities for a person to be alone with a child, youth 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, stipendiary clergy, non-stipendiary clergy, camp leader, counselor, Sunday school teacher, youth leader, home visitor and Vacation Bible School Coordinator are defined as high risk. Other examples that may be classified as high risk ministries include Christian education coordinator, church musician, Parish Warden, parish employees, parish nurse, server instructor, Bible Study leader, Vestry Member, Lay Eucharistic Leader, collection counter, and nursing home visitor.

High Risk Ministries also include those ministries where an individual is in a position of trust or authority with regard to the physical or financial assets, or confidential information, under the custody of the Diocesan Synod, Corporation

of the Cathedral of Christ Church, a Parish Corporation or a Diocesan Camp. Examples of these ministries include, but are not limited to, Church Warden, Treasurer, Payroll Administrator, Office Administrator, and Sexton.

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.

RISK MANAGEMENT

Schedule A - 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, and in particular, those 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 Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp;
- 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 Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp;
- 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: A 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 A: Risk Management Guide.

Step #3: Review with the Bishop, Dean, Incumbent, Parish Warden and/or Camp Director the real or perceived risk events, their associated risk ratings, and an action plan to avoid/mitigate negative risk events and to promote beneficial outcomes (positive risk events) prior to delivery of the Church activity / program, in accordance with s. 2(3), Risk Management Guide.

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	A.C.W. President or Member	High
	Altar Guild – Co-ordinator / Leader / 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):	TBD
	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 – Volunteer Staff (Specify role):	High
	Chalice Bearer/Lay-Eucharist Leader	Low
	Christian Education Coordinator/Superintendent	High
	Cleaner or Sexton	High
	Clergy – Bishop	High
	Clergy – Dean	High
	Clergy - Curate	High
	Clergy –Deacon (Transitional or Vocational)	High
	Clergy - Deacon-in-Training	High
	Clergy – Priest, Rector and/or Incumbent	High
	Clergy – Visiting Cleric	High
	Consultant – Specify Role:	TBD

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	Diocese – Christian Education Director	High
	Diocese – Council, Committee or Team Chair or Member	Low
	Diocese – Diocesan Misconduct Officer	High
	Diocese – Diocesan Assistant Misconduct Officer	High
	Diocese – PRISM or Safe Church Instructor/Trainer	Low
	Diocese – Safe Church Committee Chair or Member	High
	Diocese – Synod Office Support Staff	Medium
	Diocese – Diocesan Synod Delegate or Alternate	Low
	Diocese – General Synod Delegate or Alternate	Low
	Diocese – Provincial Synod Delegate or Alternate	Low
	Diocese – Treasurer	High
	Diocese – Communications Officer	High
	Diocese – Youth Director	High
	Diocese – Other (Specify Role):	TBD
	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 or Member	Low
	Education/Conference /Bible Study - Mixed Study Group Leader or Member	High
	Education/Conference/Bible Study - Seniors' Adult Study Group Leader or Member	High
	Education/Conference/ Bible Study - Youth Study Group Leader or Member	High
	Greeter Co-ordinator	Low
	Greeter, support of general congregant	Low
	Greeter, support of people with disability or infirmity	High
	Intercessor (Public Worship)	Low
	Lay Reader	High
	Librarian	High
	Mission & Outreach Team – Coordinator or Member: Boys	High

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	and Girls Club	
	Mission & Outreach Team – Coordinator or Member: Meals to Wheels Club	High
	Mission & Outreach Team – Coordinator or Member: Community Garden	High
	Mission & Outreach Team – Coordinator or Member: Community Kitchen	High
	Mission & Outreach Team – Coordinator or Member: Emergency Shelter	High
	Mission & Outreach Team – Coordinator or Member: Food Bank	High
	Mission & Outreach Team – Coordinator or Member: Home Visitation	High
	Mission & Outreach Team – Coordinator or Member: Messy Church	High
	Mission & Outreach Team – Coordinator: PWRDF	Low
	Mission & Outreach Team – Coordinator: Special Diocesan	TBD
	Mission & Outreach Team – Coordinator: Other	TBD
	Mission & Outreach Team– Member: Other	TBD
	Mother's Union – President or Member	High
	Music Ministry - Adult Choir Director or Member	Low
	Music Ministry – Cantor	High
	Music Ministry - Band Leader or Band Member	High
	Music Ministry - Hand-bell Choir Leader or Member	High
	Music Ministry – Church Musician	High
	Music Ministry – Organist or Pianist	High
	Music Ministry - Sunday School Musician	High
	Music Ministry - Youth / Junior Choir Director or Member	High
	Music Ministry - Worship Team	High
	Music Ministry - Other (Specify):	TBD
	Office Supervisor / Administrator	High
	Parish Admin. – Administrative Assistant	High
	Parish Admin.– Care-worker	High
	Parish Admin.– Envelope Secretary	Low

Check Applicable Ministry Position(s)	Description of the Ministry Position	Risk Rating (High, Medium, or Low)
	Parish Admin. – Flower Convener	High
	Parish Admin. – Janitor / Cleaner / Sexton	High
	Parish Admin. – Newsletter Editor	Low
	Parish Admin. – Nurse	High
	Parish Admin. – Nursery/ Crèche Coordinator	High
	Parish Admin. – Nursery Attendant	High
	Parish Admin. – Parish Advisory Committee Leader or Member	Low
	Parish Admin. – Secretary	High
	Parish Admin. – Sunday School Coordinator or Superintendent	High
	Parish Admin. – Sunday School Teacher	High
	Parish Admin. – Treasurer	High
	Parish Admin. – Usher	High
	Parish Admin. – Vestry Clerk or Member	High
	Parish Admin. – Visitation Program Coordinator	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
	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 or Teacher	High
	Theological Student	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:	

RISK MANAGEMENT

Schedule A – Risk Management Guide

Appendix 2 – Forms for Ministry Position Descriptions: (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 A: Risk Management Guide): _____

Responsible to: (Name and Title of the Supervisor) _____

Responsible for: (Specify Children, Youth, Vulnerable Adults, Non-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 with an Episcopal Directive, if available, select those that apply for this position; more than one may be selected if appropriate)

Priest; Deacon

Lay-Ministry: (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, Other:
_____ (specify)

SKILLS, QUALIFICATIONS AND TRAINING REQUIREMENTS**Knowledge** (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 Skills (Specify Level of Ability: None or Limited; Basic; Advanced; Not Applicable): _____

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

Computer Skills: _____
Cell Phone 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 _____
Disabled Persons _____

Training 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 for this Ministry Position:**_____

RISK MANAGEMENT

Schedule A– Risk Management Guide

Appendix 3: Forms for Ministry Position Descriptions: *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 A: Risk Management Guide): High

Responsible to: Name: Church School Director / Superintendent

Responsible for: (Specify Children, Youth, Vulnerable Adults, Non-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, within 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:

- 1) To plan, prepare and teach the church school curriculum to children.

Primary Responsibilities:

- 1) Maintain a vital spiritual life;

- 2) Know and follow the standards set out for a safe and spiritual learning environment as given in the Safe Church Regulation;
- 3) Participate in events and training activities that support the understanding and implementation of the Safe Church Regulation;
- 4) Immediately report any violation of the Safe Church Regulation to the Church School Director / Superintendent, Rector or Warden;
- 5) Maintain confidentiality unless a child, youth and/or vulnerable adult is in danger;
- 6) Follow directions of the Church School Director / Superintendent
- 7) Follow the approved church school curriculum;
- 8) Participate in events and activities that develop leadership skills;
- 9) Attend teachers' meetings as scheduled from time to time by the Church School Director / Superintendent;
- 10) 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;
- 11) Obtain prior permission for any extra-curricular and/or off-site event or activity with the Church School Director / Superintendent.

Primary Tasks:

- 1) Plan and teach a weekly lesson from the approved church school curriculum;
- 2) Maintain accurate records of attendance;
- 3) 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 with an Episcopal Directive, if available, select those that apply for this position; more than one may be selected, if appropriate)

Priest; Deacon

Lay-Ministry: (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, Other: _____ (specify)

SKILLS, QUALIFICATIONS AND TRAINING REQUIREMENTS

Knowledge (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.

Minimum Language and Numerical Skills:

Language -Written Communication (Specify)	_____ <u>Basic</u>
Language - Verbal Communication (Specify)	_____ <u>Advanced</u>
Language – Reading (Specify)	_____ <u>Advanced</u>

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

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

Computer Skills:	_____ <u>Basic</u>
Cell Phone Skills:	_____ <u>Basic</u>

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:	_____ <u>Basic</u>
Organizational Skills:	_____ <u>Basic</u>

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	<u>Advanced</u>
Youth	<u>Basic</u>
Adults	<u>Basic</u>
Vulnerable Adults	<u>Basic</u>
Disabled Persons	<u>Basic</u>

Training Requirements

Description of Training:

- 1a) Initial Training on the Safe Church Regulation, as required by s.30 of Part 3: Risk Management;
- 1b) Refresher Training on the Safe Church Regulation, as required by s.31 of Part 3: Risk Management;
- 2) 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):

- 1) A Primary School Church Teacher or Leader shall neither teach nor be involved directly with any children, youth or vulnerable adults until he/she has completed the Initial Training Course on the Safe Church Regulation by a person authorized by the Diocese of Fredericton;
- 2) A Primary School Church Teacher or Leader shall neither teach nor provide any instruction to children, youth or vulnerable adults on the Church School Curriculum until he/she 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); 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 for this Ministry Position:

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

RISK MANAGMENT

Schedule A – Risk Management Guide

Appendix 4: Forms for Ministry Position Descriptions: *Parish Sidesperson/Usher/Greeter (for Vulnerable and/or Disabled Persons)*

(Insert your organization name here and adapt as needed)

POSITION REQUIREMENTS

Title of the Ministry Position: Sidesperson/Usher/Greeter

Location of the Ministry: Church Building or Church Hall, depending on location of worship and other church services

(Name or Basic Description of the Building or Facility)

Risk-Rating (Appendix 1, Schedule A: Risk Management Guide): High

Responsible to: Name: Parish Wardens

Responsible for: (Specify Children, Youth, Vulnerable Adults, Non-Vulnerable Adults and the Typical Number of Each Group): Vulnerable and/or Disabled Persons (typically elderly, but not necessarily)

Goals of the Ministry: (Insert mission statement of the ministry program here): The mission of the Sidesperson/Usher/Greeter ministry is to provide the worshipping community with a welcoming and supportive experience prior to, during or following the worship service in a safe and spiritual environment.

General Description of the Ministry Position: *The Sidesperson/Usher/Greeter* will oversee and facilitate the distribution of church bulletins and other relevant materials to the worshipping community upon arrival for worship and other church services. In the case of vulnerable and/or disabled persons, it may be necessary to accompany the person to their seat in case physical assistance is needed, such as carrying service material, providing a steadying hand, etc.

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

Primary Role: To distribute church bulletins and materials to all persons including vulnerable and/or disabled persons upon their arrival for worship and other church services

Primary Responsibilities:

- 1) Provide a welcoming experience to all regular and occasional attendees;
- 2) Know and follow the standards set out for a safe and spiritual environment as given in the Safe Church Regulation;
- 3) Participate in events and training activities that support the understanding and implementation of the Safe Church Regulation;
- 4) Immediately report any violation of the Safe Church Regulation to the Sidesperson/Usher/Greeter Coordinator, Incumbent or Warden;
- 5) Maintain confidentiality unless a child, youth and/or vulnerable person is in danger;
- 6) Follow directions of the Sidesperson/Usher/Greeter Coordinator
- 7) Attend Sidesperson/Usher/Greeter meetings as scheduled from time to time by the Sidesperson/Usher/Greeter Coordinator;
- 8) Maintain a strong commitment to this ministry;
- 9) Advise the Sidesperson/Usher/Greeter Coordinator of any required absence from the schedule and find a suitable replacement.

Primary Tasks:

- 1) Welcome regular and occasional visitors to the worship or other church service;
- 2) Ensure that hymnals, prayer books and any other materials to be distributed are available to be done so in accordance with the order of service for the day;
- 3) Distribute to all attendees bulletins and any other material to be used during the service;
- 4) Provide assistance if necessary to vulnerable and/or disabled persons to be seated, which could include hanging up outdoor garments on their behalf;
- 5) Participate in the offering by receiving individual offerings and presenting them for blessing by the officiant;
- 6) Participate in the administration of the sacrament by conducting an orderly procession of communicants, as directed by the Sidesperson/Usher/Greeter Coordinator;
- 7) Assist vulnerable and/or disabled persons to participate in the sacrament as they wish, either by accompanying them to the communion rail or by directing the officiant to where they can receive the sacrament in their seat, as applicable;
- 8) Count and record in the parish register the number of attendees and the number of communicants as directed;
- 9) In the absence of the Wardens and the Sidesperson/Usher/Greeter Coordinator, in the event of an emergency, be prepared to contact the appropriate emergency services provider;
- 10) Ensure the ongoing tidiness of the worship venue by picking up leftover materials following the end of the service.

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: 2016/01/ 01
(yyyy/mm/dd)

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

Schedule and Commitment Requirements (Specify): Team rotation of every fourth Sunday throughout the calendar year, (depending on number of teams).

PASTORAL AND MINISTERIAL GIFTS

Ordained Ministry: (Select those that apply for this position; more than one may be selected, if appropriate)

Priest; Deacon.

Lay-Ministry: (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, Other:
Hospitality Ministry _____(specify)

SKILLS, QUALIFICATIONS AND TRAINING REQUIREMENTS

Knowledge (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.

Minimum Language and Numerical Skills:

Language -Written Communication (Specify)	<u>Basic</u>
Language - Verbal Communication (Specify)	<u>Very Good</u>
Language – Reading (Specify)	<u>Basic</u>

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

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

Computer Skills:	<u>Not Applicable</u>
Cell Phone Skills:	<u>Basic</u>

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	<u>Basic</u>
Youth	<u>Basic</u>
Adults	<u>Basic</u>
Vulnerable Persons	<u>Advanced</u>
Disabled Persons	<u>Advanced</u>

Training Requirements

Description of Training:

- 1) Orientation Training on the Sidesperson/Usher/Greeter duties and responsibilities with the Sidesperson/Usher/Greeter Coordinator;
- 2a) Initial Training on the Safe Church Regulation, as required by s. 30 of Part 3: Risk Management;
- 2b) Refresher Training on the Safe Church Regulation, as required by s.31 of Part 3: Risk Management.

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

Name of Trainer or Primary Contact: _____

Limits on Pre-Training Duties (If Any):

- 1) A Sidesperson/Usher/Greeter shall not be involved directly with any vulnerable and/or disabled persons until he/she has completed the Orientation Training with the Sidesperson/Usher/Greeter Coordinator, or her/his designate;
- 2a) A Sidesperson/Usher/Greeter shall not be involved directly with any vulnerable and/or disabled persons without supervision, until he/she has completed the Initial

Training Course on the Safe Church Regulation by a person authorized by the Diocesan Synod of Fredericton.

MINIMUM EXPERIENCE REQUIREMENTS

Direct Experience: (Specify and Give Dates): No direct, previous experience required as a Sidesperson/Usher/Greeter.

Indirect, Church-Related Experience (Specify and Give Dates); Must be a member of the congregation and a Baptized Christian.

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

Other Expectations of the Diocesan Synod or Parish Corporation for this Ministry Position:

To enjoy interacting with members of the congregation and visitors to the church, and want to provide an uplifting prelude to worship and to spiritually grow together!

RISK MANAGEMENT

Schedule B - 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

RISK MANAGMENT

Schedule C– Program Waiver and Medical Release Form

Note: Before an off-site or overnight activity, event or program, the Leader shall secure the original of this Program Waiver and Medical Release form in a safe location, provide a copy to the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporation or Diocesan Camp, as appropriate, and keep a second copy with him/her while on the activity.

Organization Name: _____

Description and location of Activity: _____

Departure date/time: _____ Returning date/time: _____

Full Name of participant:

First

Last

Birth date (N/A for adult): _____

Full Address: _____

Parent/guardian/caregiver name(s): _____

Phone number(s) where parent/guardian may be reached when trip is taking place:

Home: _____ Cell: _____ Work: _____

Does the participant have any allergies and/or medical intolerances, dietary restrictions, and/or other medical conditions? Yes ☐ No ☐

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 phone: _____ Work phone: _____
(area code) xxx-yyy (area code) xxx-yyy

Cell Phone: _____ Email: _____
(area code) xxx-yyy

Emergency Contact (other than Parent/ Guardian/ Caregiver)

Name: _____

Civic Address: _____

Primary Telephone: _____ Secondary: _____
(area code) xxx-yyy (area code) xxx-yyy

Email: _____

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

Insurance Provider: _____

Policy Number: _____

Medicare Number (Province/Territory): _____

Family Physician: _____ Phone: _____
(if available)

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, _____, 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 my alternate contact, should such a situation occur.

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

Signatures:

Parent/Guardian's Signature:

Parent/Guardian's Name (PRINT):

_____ Date: _____

Leader's Signature: _____

Leader's Name (PRINT):

_____ Date: _____

RISK MANAGMENT**Schedule D– Accident/Medical Incident Report Form**

Organization Name: _____

Report date: _____ Time of report: _____

CONFIDENTIAL

Full Name: _____

Date of Birth: _____ Gender: M ☐ F ☐
(not applicable for adult)Full Address: _____

Phone Number: _____

Name of Parent/Guardian or Caregiver: _____

Notified: Yes ☐ No ☐If yes, date/time/nature 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 including any direct quotes form participants or witnesses:

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

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): _____

Signature: _____

Phone/ Number: _____

Address: _____

Date: _____

RISK MANAGMENT

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

Name of Corporation/Diocesan Camp: _____

Position Being Applied For: _____

Applicant Information:

Full name: _____
Last First Initial

Address: _____ Postal code: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

Personal Skills and Qualifications of Applicant:

Professional Qualifications: _____

Education: _____

Skills: _____

Certificates Awarded: _____

First Aid Qualifications: _____

Hobbies/Interests: _____

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

Police Records Check:

A Police Records Check (PLC) will be required for every Employee, Lay Leader or Volunteer accepted for a program or ministry position. If you are considered for a position, a letter requesting a Police Record Check will be provided to you to take to the local policing authority and you will be 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 interest that may affect your ability to carry out the duties?

☐

No

☐

Yes, Please explain: _____

References:

Please provide the names of three references, excluding relatives, with one reference from your church. Please note: all references will be called if you are considered for a position.

1. Name: _____ Occupation: _____

Address: _____

Phone: _____ Relationship to Applicant: _____

2. Name: _____ Occupation: _____

Address: _____

Phone: _____ Relationship to Applicant: _____

3. Name: _____ Occupation: _____

Address: _____

Phone: _____ Relationship to Applicant: _____

RISK MANAGMENT

Schedule F – Personal Reference Check Form

Name of Corporation/ Diocesan Camp: _____

Position Being Applied For: _____

Applicant Information:

Full name: _____
Last First Initial

Address: _____ Postal code: _____

Home Phone: _____ Cell Phone: _____

E-mail Address: _____

Name of Most Recent Direct Supervisor: _____

Contact Phone Number of Supervisor: _____

Assessment: (Note: complete the “Candidate Reference Check” for each contact before completing this section.)

State any potential concern or issue associated with the Applicant based on interviewing the three references contacted.

CANDIDATE REFERENCE CHECK**Applicant:** _____**Position:** _____**Interviewer:** _____

Reference: _____

Address: _____

Phone: _____ Relationship to Applicant: _____

Date and Time This Reference Was Contacted: _____

Introductory Information:

- Identify yourself.
- State reason for contacting individual - applicant has used the person as a reference.
- State information obtained will not be disclosed to the applicant or any third party.
- Information will be held in confidence.
- Provide overview of position.

1. How long have you known the applicant, and what is the nature of the relationship?

2. How would you rate him/her on a scale of 1-5 (low-high) in these various areas, please provide comments if you wish:

Communication/People skills _____

Technological skills _____

Interpersonal skills _____

Initiative/Motivation _____

Work habits/Ability to handle stress _____

Leadership skills _____

Personal integrity _____

3. Can you think of a specific occasion in which he/she has performed beyond/below your expectations?

4. If there is one skill he/she would need to develop, what would it be and what action would be necessary?

5. Have there been any absenteeism or punctuality concerns related with this individual?

6. Do you feel he/she is well suited to this type of work (position applied for)? Why?

7. Would you recommend this applicant for a position of this nature? Yes ☐ No ☐

8. General Comments:

RISK MANAGMENT**Schedule G – Diocesan Covenant and Care Form****Name:** _____**Office / Position:** _____**Part One:**

I have read the Diocesan Safe Church Regulation of the Diocese of Fredericton and agree to comply with this Regulation.

Name: _____
(Please print)

Signature: _____ Date: _____
(Day/Month/Year)

Part Two:

I have completed the training for the Diocesan Safe Church Regulation of the Diocese of Fredericton and agree to comply with this Regulation.

Name: _____
(Please print)

Signature: _____ Date: _____
(Day Month/Year)

Part Three:

I confirm that _____ has completed the training for the Diocesan Safe Church Regulation of the Diocese of Fredericton.

Trainer: _____
(Please print name)

Signature: _____ Date: _____
(Month/Year)

RISK MANAGMENT

Schedule H – Diocesan 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 Fredericton

Signature: _____

Date: _____

RISK MANAGMENT

Schedule I – Diocesan 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 Fredericton

Signature: _____

Date: _____

RISK MANAGEMENT

Schedule J- Diocesan Staff Performance Review

Each staff member should have a review at least annually. The purpose of the review is to:

- Recognize and value what the staff member has accomplished and his/her impact on the work of the organization.
- Allow a structured environment for staff member and supervisor to communicate openly about job performance, present job description, expectations and compensation issues.
- Identify a plan that the staff member can pursue to improve performance, identify training/educational needs and/or plan objectives/goals for the future.

Recommended procedure:

1. At least one hour at a mutually agreeable time should be set aside for the review discussion as listed on the worksheets (Sections A and B).
2. Staff member completes Section A based on current job description. If none exists, this will assist in the development of one. Staff member returns Section A to supervisor.
3. Supervisor completes Section B based on current job description or expectations. Supervisor returns Sections A and B to staff member and arranges a time for the interview.
4. Supervisor conducts the review interview with each staff member. The interview should develop clear understanding, plan for growth, and plan for improvement
5. Supervisor completes formal summary statement of the review and interview and provides staff member opportunity for additional comments on final draft. Staff member keeps a copy and the original is kept in the staff member's personnel file.

PERFORMANCE REVIEW WORKSHEET
SECTION A: SELF EVALUATION

Name of staff member: _____

Review Job Description and comment on the following in light of the job description or present understanding of expectations.

1. Am I actually doing what the job description/expectations indicates? The major components of my present responsibilities are:

2. Changes I would like to see in my job description to give a more accurate description of my responsibilities are:

3. Do my gifts, training, and abilities contribute effectively to what the Bishop and Synod need? If so, how is this demonstrated?

(If not, what do I need?)

4. Do I have the ability to plan for the future, be realistic, organize and share plans and vision with others effectively? How is this demonstrated?

(If not, what would assist me?)

5. a) My major accomplishments this past year were:

b) Areas I hope to improve next year include:

6. Am I positive in my approach, treat my co-workers in an open, respectful manner? Do I work collaboratively toward the mission of the Diocese? How is this demonstrated?

Further Comments:

This self-evaluation worksheet is in preparation for the formal evaluative interview with the Supervisor. Upon completion of the interview, the Supervisor will write a summary statement including a plan for the future. Please provide your comments and signature in Section C-II.

Date: _____

PERFORMANCE REVIEW
SECTION B: SUPERVISOR EVALUATION

Name of person being evaluated: _____

Position: _____

Person Evaluating: _____

Review Job Description and comment on the following in light of the job description:

1. Is staff member actually doing what his/her job description or expectations indicates? Explain the major components of his/her responsibilities.

2. What changes are needed in the job description in order to provide a more accurate description of the staff member's responsibilities?

3. Are his/her gifts, talents, and training what the Bishop and Synod need? How is this demonstrated? (If not, what do I need to encourage?)

4. Does the staff member have the ability to plan for the future, be realistic, organize, and share plans and visions with others effectively? How is this demonstrated? (If not, what do I feel would be helpful?)

5 a. Staff member's major accomplishments this past year.

b. Areas that need to be improved next year.

6. Discuss opportunities for training, development.

7. Is staff member positive in his/her approach, treat their co-workers in an open, respectful manner? Does he/she work collaboratively toward the mission of the Diocese?

Further Comments:

This evaluation worksheet is in preparation for the formal evaluation interview with the staff member. After this interview, supervisor will complete Section C-I of the Summary Sheet. At this time, any changes in the job description should be made for the next year. Be sure to provide time for staff member comments and signature.

Date: _____

PERFORMANCE REVIEW
SECTION C: STAFF MEMBER SUMMARY SHEET

Name: _____

Position: _____

I. Supervisor: Complete summary statement after the formal evaluative interview. Be sure to include summary of discussion, revised job description and plans for the future.

II. Comments by staff member:

Supervisor's Signature: _____ Date: _____

Staff member's Signature* _____ Date: _____

* I understand that my signature does not necessarily indicate agreement with the evaluation. I acknowledge that my supervisor has reviewed and discussed this review with me.

RISK MANAGMENT

Schedule K – The Diocesan 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 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?		

RISK MANAGEMENT

Schedule L – Minimum Safety Standards and Practices

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

- 1) Each Church 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 if practical, taking into account the age and design of the building;
- 3) Prepare a *Fire and Emergency Evacuation Plan* for each Church facility in the Diocese.
- 4) Post a *Fire and Emergency Evacuation Map* in each room of each Church 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 in 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 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); and
 - 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.

RISK MANAGEMENT

Schedule M – 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(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 facility shall have a functioning washroom, in accordance with Part 3, s. 38(1) ([Washroom Standards](#)) of this Regulation, unless prohibited by age or size of the building and access to services.
- 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, or other suitable location.
- 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.

Persons with Disabilities

- 5(1) Except where prohibited by the age or design of the Church facility, the Diocesan Synod, Corporation of the Cathedral of Christ Church, Parish Corporations and Diocesan Camps shall provide barrier-free 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:
- a) 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;
 - b) 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;
 - c) An enlarged washroom stall sufficient to accommodate the person and her/his wheelchair;
 - d) Appropriate hand-rails affixed securely near to each the toilet and the sink.
- 5(2) The Leader of the Church 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 from 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.

RISK MANAGEMENT

Schedule N – Agreement to Use a Diocesan Facility

- 1 Name of the Group: _____
(Print, “The Tenant”)
- 2 Name of the Diocesan/Cathedral/Parish Facility Owner:

(Print, “The Facility Owner”)
- 3 Name and full Civic Address of the Facility: _____

- 4 Basic Description of the Facility: _____

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

Agreement Period

- 5 It is agreed that the 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 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 Facility

6(1) Type of User:

☐

Internal Church Group

☐

Diocesan Group or Group from another Parish Church

☐

Non-Church Group, Charity

☐

Non-Church Group, Non-charity

6(2) Tenant's Cost to Use of Facility is set at \$ _____ plus applicable taxes, to be paid in full not later than _____ weeks before the start date specified in s. 5(3).

6(3) If applicable a down-payment of \$ _____ will be required to secure the booking and is due upon acceptance of the terms of the agreement.

Damage Deposit:

7 The Tenant agrees to pay the Facility Owner 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 that:

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

Facility Keys

8 The Facility Owner 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 Tenant (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)

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 Facility

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

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

Respectful Use of Facility

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

Rules and Regulations

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

13(2) The Tenant agrees it shall ensure all of its Leaders, staff (paid and unpaid), and other volunteers read the rules, regulations and/or Facility Owner standards provided under s 13(1) before the Start Date of the Agreement [s. 5(3)].

13(3) Failure of the Tenant to comply with standards and requirements specified in s 13(1), at the sole discretion of the Facility Owner, may result in an immediate cancellation of this Agreement with no reimbursement of rent and/or no other remedy available to the Tenant.

13(4) It is also agreed that failure of a leader, a staff (paid and unpaid) person, a volunteer, a person registered in the Tenant's program, or a person who is under the Tenant's charge or

responsibility, to comply with standards and requirements specified in s.13(1), at the sole discretion of the Facility Owner, 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 Facility Owner and the Diocese of Fredericton from any and all liabilities, fines, suits, claims, demands, costs and actions of any kind or nature whatsoever for which the Facility Owner 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 Facility Owner 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 Facility Owner;
 - b) A breach solely by the Facility Owner of a material covenant of the Facility Owner under this Agreement.

Damage to or Loss of Facility Owner Property

- 15(1) The Tenant agrees to be liable for any and all damage to, or loss of the Facility or other property of the Facility Owner while the Tenant uses the Facility, unless the damage or loss is caused by the Facility or its Owners.
- 15(2) The Tenant agrees to perform an inspection of the 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 Facility Owner, 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 Facility.

Insurance

- 16(1) The Tenant agrees to provide the Facility Owner with a Certificate of Liability Insurance covering the Tenant in respect of the Facility and its operations therein, shall not be less than that set out in [Diocesan Minimum Insurance Standards](#).
- 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 Facility Owner 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: "Facility Owner", "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 Facility Owner's Primary Emergency Contact Person:***

Name: _____
Print full name

Phone Number: _____

Cell Phone: _____

Email Address: _____

The Facility Owner's Back-up Emergency Contact Person:

Name: _____
Print full name

Phone Number: _____

Cell Phone: _____

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

Phone Number: _____

Cell Phone: _____

Email Address: _____

The Tenant's Back-up Emergency Contact Person:

Name: _____
Print full name

Phone Number: _____

Cell Phone: _____

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 Facility Owner:

Name (print)

Name (print)

Title

Title

Date (yyyy/mm/dd)

Date (yyyy/mm/dd)**The Tenant:**

Name (print)

Name (print)

Title

Title

Date (yyyy/mm/dd)

Date (yyyy/mm/dd)