

Red Clay Creek Presbyterian Church Wilmington, Delaware

**OUR COVENANT OF CARE
WITH CHILDREN AND YOUTH**

RCCPC Covenant of Care

A Vision for Children and The Church

Because we affirm that all children are a gift of God, created by God and created good;

all children are a gift to the whole of the human community;

all children have a real faith, and gifts for ministry;

all children have the right to be children;

and all children are not just tomorrow, they are today.

Because we believe that all children depend upon adults for safety and security

In a world that does not always value children;

All children are affected first and most deeply by those things that work against health and wholeness:

where there is disease, children sicken and die;

where there is homelessness, children sleep on the streets and in other dangerous places;

where there is war, children are frightened and without a safe place;

where the air and water are polluted, children feel the effect in their bodies and in their futures;

where there is shame, children's spirits are wounded.

Therefore we hope for a world where all children can find a safe place;

where all ages, races, genders, creeds, and abilities are recognized, valued, and celebrated;

where all adults hear the voices of children and speak with as well as for them;

where all children have "first call" on the world's resources and first place in the minds and hearts of the world's adults.

Because Jesus welcomed children and encouraged us to welcome them in his name;

Jesus lifted up a child as an example of what the realm of God is like;

Therefore we hope for a church where we take seriously our baptismal vow to nurture all children committed to our care;

where we bring good news to all those places where children are in need;

where adults and children alike share in ministry.

We covenant to act so that this vision may be made real for all children, now and in times to come.

"A Vision for Children and The Church" was adopted by the 205th General Assembly (1993).

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INTRODUCTION

Jesus said, "Whoever welcomes a child...welcomes me." (Matthew 18:5). Children are our present and our future, our hope, our teachers, our inspiration. They are full participants in the life of the church and in the realm of God.

Jesus also said, "If any of you put a stumbling block before one of these little ones..., it would be better for you if a great millstone were fastened around your neck and you were drowned in the depth of the sea." (Matthew 18:6). Our Christian faith tells us to offer both hospitality and protection to the little ones, the children. Children and youth must be protected from economic, physical and sexual exploitation, and abuse.

Tragically, churches have not always been safe places for children and youth. Physical abuse, sexual abuse, psychological abuse, neglect and exploitation of children and youth occur in churches, large and small, urban and rural. The problem cuts across all economic, cultural, and racial lines. It is real. Denominations across this country can cite specific incidents of child sexual abuse and exploitation in their churches. Virtually every congregation has among its members survivors of early sexual trauma.

Such incidents are devastating to all who are involved: the child, the youth, the family, the local church and its leaders. Increasingly, churches are torn apart by the legal, emotional, and monetary consequences of litigation following allegations of abuse.

God calls us to make our churches safe places, protecting children and other vulnerable persons from all forms of abuse. God calls us to create communities of faith where children and youth grow safe and strong. In response to this church-wide challenge the Session of Red Clay Creek Presbyterian Church (RCCPC) offers this prevention policy in order to reduce the risk of all forms of abuse.

PURPOSE

Our congregation's purpose for establishing our Covenant of Care with Children and Youth, hereafter referred to as the Covenant, is to demonstrate our absolute and unwavering commitment to the physical and emotional safety and spiritual growth of all our children and youth.

STATEMENT OF COVENANT

Therefore, as a Christian community of faith, we pledge to conduct the ministry of the gospel in ways that assure the safety and spiritual growth of all our children and youth, as well as all of the workers with them. It is our intent that all reasonable and responsible safety measures will be taken in securing the safety and well-being of the children and youth while they are in the care of or service of Red Clay Creek Presbyterian Church. This Covenant applies to the selection and recruitment of all workers and volunteers dealing with children and youth. We will implement prudent operational procedures in all programs and events. We will educate all of our workers regarding the use of all appropriate policies and methods. We will have a clearly defined procedure for reporting a suspected incident of abuse. We will conduct, at minimum, an annual review and update of the policy to ensure we are capturing required changes and modifications to the Covenant to address new safety issues and topics.

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GUIDELINES

In order to provide a safe community for children, youth and adults, the church requires all employees, workers and volunteers working with children and youth to comply with this Covenant to the extent practicable. In doing so, those individuals will be asked to comply with the church's screening procedures and review this document as part of their orientation and training.

All employees will be under the supervision of the RCCPC Personnel Committee, which shall require that these employees comply with this Covenant. Personnel will maintain all records pertaining to this Covenant, with the exception of the background checks, which will be filed and maintained by the Child Protection Committee (CPC).

All qualifying volunteers and workers will be under the supervision of the RCCPC Child Protection Committee (CPC) for the purposes of enforcing this Covenant of Care.

Members of RCCPC will implement what is reasonable relative to the Covenant of Care and its requirements. At times, common sense must be used to be able to meet the needs of our children and youth appropriately, but the intent to follow the rules must be adhered to.

REVIEW AND UPDATE

The Covenant is a living document. As we gain experience in its application and enforcement, this policy will be modified as necessary. At a minimum, the Session shall receive reports at least annually from the CPC, the Nurture Committee, and the Personnel Committee as to the effectiveness of this Covenant and shall suggest improvements. The Session will have authority over and approve or reject any modifications to the Covenant.

DEFINITIONS

Abuse: (See also the federal guidelines in Appendix 6.)

Emotional abuse– a long-term situation in which one person uses his or her power or influence to affect adversely the mental well-being of another. Emotional abuse can appear in a variety of forms, including ridicule, rejection, isolation, exploitation, and terror.

Exploitation – Commercial or other exploitation of a child and youth refers to use of this person in work or other activities for the benefit of others. This includes, but is not limited to, child labor and child prostitution. These activities are to the detriment of the individual's physical or mental health, education, or spiritual, moral or social-emotional development.

Neglect– The failure to provide for the child's and youth's basic needs. Neglect can be physical, educational, or emotional. Physical neglect can include not providing adequate food or clothing, appropriate medical care, supervision, or proper weather protection (heat or coats). It may include abandonment. Educational neglect includes failure to provide appropriate schooling or special educational needs, allowing excessive trancies. Psychological neglect includes the lack of any emotional support and love, never attending to the child, spousal abuse, drug and alcohol abuse including allowing the child to participate in drug and alcohol use.

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Physical abuse– The physical injury or maltreatment of a child or youth by a person who is responsible for that person's welfare under circumstances which indicate that the person's health or welfare is harmed or threatened thereby.

Sexual Abuse – The inappropriate sexual behavior with a child or youth. This behavior includes sexual acts such as fondling a child's genitals, making the child fondle the adult's genitals, intercourse, incest, rape, sodomy, exhibitionism and sexual exploitation, but also non-contact acts as described below. To be considered child abuse these acts have to be committed by a person responsible for the care of a child (for example a babysitter, a parent, or a daycare provider) or related to the child. If a stranger commits these acts, it would be considered sexual assault and handled solely by the police and criminal courts.

Sexual Act– Besides sexual contact, it also includes non-contact acts such as exhibitionism, exposure to pornography, voyeurism, and communicating in a sexual manner by phone or Internet.

Child Protection Committee (CPC) – The CPC will be composed of 3 members one of whom should be an active ruling elder. The Session oversees membership. Duration of term will be 3 years. There will be staggered tenure, so that one member will be replaced each year. Records will be stored in a locked file drawer, with limited access provided by the Chair of the CPC.

Child or Youth:

Child – newborn through 5th grade

Youth – 6th grade through 18 years of age

Confidentiality of information – Confidentiality will be maintained in accordance with state and federal legislation and guidelines.

Dating – a relationship between two people that typically involves physical in addition to emotional intimacy.

Employee, Volunteer, Worker:

Employee – Also sometimes described as being on staff – any individual who is paid by RCCPC to provide services as described in their job description. This includes persons filling interim, part time, temporary, contract or any other remunerated arrangement.

Volunteer – An individual who is not compensated for services contributed to RCCPC.

Worker – May include the categories of Employee and Volunteer, but here specifically refers to compensated persons who are not employees, but rather hired for a specific temporary function and who may interact with children and youth. It does not include persons employed by or volunteering at outside organizations – for example, bus drivers, guides or rangers.

Family Unit – Two or more individuals who are connected by marriage or by family of origin, e.g. husband, wife, sister, child.

Open Door Rule – Classroom doors with an unobstructed window are preferred. These windows are to be uncovered at all times. If there is no window, the door is to remain open throughout the activity or class. During any counseling sessions, the door is to remain open. Sunday School Superintendents or other church workers or members may make random visits to all classrooms or other areas where there are children.

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Personal Disclosure – Act or instance of making known one’s own experience.

Public Place – a location where other persons can clearly witness the interaction by being in or near the area. This location may be inside or outside of the church’s facility. This definition relates also to church-sponsored activities that are away from the church grounds.

Secure Storage – in a locked file cabinet drawer on the church premises, with limited access provided by the CPC Chair.

Suspicion – Act or an instance of suspecting something wrong without proof or with only slight evidence.

Two Adult Rule – Whenever and wherever feasible, at least two adults will be present when interacting with children or youth. When not feasible, the interaction will take place in a publicly open area, as defined by the Open Door Rule.

Rule of Three – Wherever possible, there will be at least three people present when interacting with youth. Either two adults and one youth, or two youth and one adult.

Outside Group – An organization having no affiliation with RCCPC.

Chartered Organization – A group whose affiliation with RCCPC involves a mutually agreed upon charter of intent and program.

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PART 1: CATEGORIES OF VOLUNTEER/WORKER/EMPLOYEE RELATIONSHIPS

A. Volunteers

Definition: Any individual who volunteers, is not paid for services, and interacts with children and/or youth. **All volunteers must satisfactorily complete/submit the following:**

Volunteers under age 18:

- a. Complete and sign the written Application for Volunteers under Age 18 (see Appendix 1)
- b. Volunteers, and their parent/guardian, shall receive awareness training of the policy and what is required, and sign the Agreement to Adhere to the Covenant of Care (see Appendix 3).

Volunteers age 18 and over:

- a. Complete and sign the written Application for Volunteers and Workers Age 18 and over (see Appendix 2)
- b. Receive awareness training of the policy and what is required, and sign the Agreement to Adhere to the Covenant of Care (see Appendix 3)
- c. Agree to a criminal/sex offender background search and sign the Authorization for Release of Background Information (see Appendix 4, an alternate form may also be used). The background check will be made via the New Castle Presbytery, or through other organization deemed appropriate by the CPC. Social security numbers and date of birth will be required for this investigation. The CPC shall review the findings and approve each volunteer and shall maintain these documents in secured storage.
- d. A copy of a valid driver's license if transporting children and/or youth. A motor vehicle report and insurance status may also be requested. Only persons age 21 and over are allowed to transport children and youth.

B. Worker

Definition: A compensated, but not employed person, hired for a specific temporary task, and who interacts with children and/or youth. (See further definition, p. 5) A worker would not organize an event or release children or youth from events. **All workers must satisfactorily complete /submit the following:**

- a. Complete and sign the written Application for Volunteers and Workers Age 18 and over (see Appendix 2)
- b. Receive awareness training of the policy and what is required, and sign the Agreement to Adhere to the Covenant of Care (see Appendix 3)
- c. Agree to a criminal/sex offender background search and sign the Authorization for Release of Background Information (see Appendix 4, an alternate form may also be used). The background check will be made via the New Castle Presbytery, or through other organization deemed appropriate by the CPC. Social security numbers and date of birth will be required for this investigation. The CPC shall review the findings and approve each volunteer and shall maintain these documents in secured files.

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d. A copy of a valid driver's license if transporting children and/or youth. A motor vehicle report and insurance status may also be requested. Only persons age 21 and over are allowed to transport children and youth.

C. Employees

Definition: Also sometimes described as being on staff – any individual who is paid by RCCPC to provide services as described in their job description. This includes persons filling interim, part time, temporary, contract or any other remunerated arrangement.

This Covenant of Care policy shall be included as an Appendix in the RCCPC Employee Handbook, provided to all employees. **Those applying for employment and all current employees at RCCPC must satisfactorily complete the following:**

- a. Successfully complete a training and educational event arranged or approved by the church as indicated by signing off that the training has been received and signing of the Agreement to Adhere to the Covenant of Care (see Appendix 3).
- b. A criminal records check and any other background checks that are deemed necessary by the church as required by the Personnel Committee, who shall review the findings of the background checks and approve each new employee to work with children and youth.
- c. A copy of a valid driver's license if transporting children and/or youth. A motor vehicle report and insurance status may also be requested. Only persons age 21 and over are allowed to transport children and youth.

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PART 2: CHILD PROTECTION GUIDELINES AND PROCEDURES

A. General guidelines and procedures for all activities involving children and youth

1. Where reasonable and practicable, it is expected that workers, employees, or volunteers shall not be alone with an individual child or youth. (See the Two Adult Rule and Rule of Three in the Definitions section.) The exception to this policy would be in situations where the contact occurs in a public place or other persons are able to clearly witness the interaction by being in and out of the area where the employee or volunteer is working with the child or youth. If a situation unexpectedly does not meet the criterion of the policy, then alternatives must be put in place so that the event is in compliance as soon as possible or practicable.
2. When releasing children or youth from Church events or activities involving children and youth, such as Sunday School, Vacation Bible School, etc., volunteers or employees shall assure that children and youth are dismissed only to parents or approved alternate persons, or through other, preapproved, release procedures.
3. Volunteers and employees responsible for organizing Church activities or events involving children and youth, (or their approved delegates), shall assure that locations of safety equipment are known (or made known, if visiting other locales) and that plans for accounting of persons in event of emergency have been established.
4. Volunteers, workers and employees must attend approved training, read this Covenant, and agree to it by completing and signing the appropriate application form(s) (See Appendix 3: Agreement to Adhere to the Covenant), and submitting to the appropriate level of screening and training as outlined in Part 1 of this Covenant prior to, or as soon as practicable, beginning any volunteer or employment activities that involves interactions with children or youth.
5. All church volunteers working with children or youth must be a member of or have an active association with RCCPC for a period of at least six months prior to beginning in any such volunteer position. If the volunteer has less than six months' experience, then the person will be partnered with a fully qualified RCCPC volunteer or employee. Workers will always be partnered with a fully qualified RCCPC volunteer or employee.
6. In accordance with Part 3 of this Covenant, employees and volunteers should immediately report suspicious or inappropriate behavior that suggests 1) sexual abuse or exploitation, 2) neglect, 3) physical abuse, or 4) emotional abuse, to a member of the church leadership, such as a Pastor, the Chair of the Child Protection Committee, the Chair of the Nurture Committee) on the Incident Report Form (see Appendix 5).
7. Persons between 18 and 21 years of age, who are present only as a member of the youth group on mission trip or activity have to be treated the same as the rest of the youth group and the same rules apply to them that would apply if they were under 18. This status needs to be determined in advance of the activity.

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B. Additional Guidelines and Procedures

1. For off-site activities when children, youth, employees and/or volunteers or workers are participating in a RCCPC sponsored event:
 - a. As each facility will be different, it will be the responsibility of the event leader to determine how best to use the facility and comply with the site policies.
 - b. Each volunteer, worker or employee must make every effort to comply both with the policies of the site and our Covenant.
 - c. Overnights: With the exception of volunteers and employees that are married couples, males and females must be segregated during sleeping time using Rule of Three.
 - d. All volunteers, workers or employees who drive and/or chaperone on offsite trips involving children or youth are expected to conform to all aspects of this policy.
2. For chartered organization, non-member or outside group use of the church facility:
 - a. Any chartered organization, non-member or outside group who uses RCCPC facilities will be required to comply, at minimum, with Part 2A1, stated on Page 9 of this Covenant.
 - b. Exceptions to this Covenant policy must be approved in writing by the CPC. The CPC shall review the chartered organization, non-member or outside group's procedures and guidelines for child safety and protection to insure that they are consistent with RCCPC's Covenant of Care prior to approving any exceptions. This submission is to be renewed on a yearly basis, or upon change of organization or group leadership.
 - c. Copies of all CPC- approved child and youth protection policies of these chartered organizations, non-member or outside groups will be kept in CPC files.
3. For RCCPC Employees, Workers and Volunteers:
 - a. It shall be the responsibility of the Personnel Committee to give each newly hired employee a copy of this policy, and provide training as required under Part 1 of this Covenant.
 - b. The CPC, or their designee, shall provide awareness training of all volunteers and workers, as required by Part 1 of this Covenant.
 - c. An obligation to comply with and enforce this policy shall be inherent in accepting employment, volunteering or worker status at RCCPC.
 - d. RCCPC Employees, as well as Volunteers and Workers, are not permitted to form dating relationships with children or youth.
 - e. Disorderly conduct, illegal activities and possession or use of alcohol or drugs in the presence of children or youth, or where specifically prohibited, will not be tolerated.
 - f. Reports of questionable or inappropriate behavior by participating volunteers, workers or employees, in the absence of children and youth, are to be submitted in writing to the CPC. These reports may be appended to the person's CPC file, and may be reviewed as part of any renewal of "approved" status.

The CPC, Nurture Committee, and the Personnel Committee shall review the implementation of this policy annually and report their findings to the Session and make changes to the policy where necessary or as requirements change throughout the life of RCCPC. Session will approve all changes to the Covenant on an annual basis, or as necessary.

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C. Care of Documents

1. All information shall be treated in a confidential manner and maintained by the CPC. The CPC is required to keep background check forms on file for a period of five years. In the case of a response to a report of suspicious activity, only the Responding Committee (as defined below), including the appropriate legal counsel, shall have access to the information on these specific documents.
2. All documents associated with a neglect or abuse incident shall be kept in secure storage with access restricted to the Responding Committee.

D. Follow Up Procedures

1. If any changes are made to the Policy as outlined in this Covenant, all employees, volunteers and workers must read the new Covenant of Care and resign the Agreement to Adhere to the Covenant. They may be required to have additional training. This may also require review of exceptions granted.
2. At least every three years, each Volunteer will be required to receive training and sign a new Authorization for Release of Background Information and Agreement to adhere to the Covenant. A background check will be performed at that time.

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PART 3: REPORTING AND RESPONDING TO REPORTS OF SUSPICIOUS OR INAPPROPRIATE ACTIVITY AND DISCLOSURE

As the church, we believe that God loves all of us, as we are all children of God. Periodically, we encounter those who have done more to tear down the community than build it up. Some of these would be deemed dangerous to children, but even these are worthy of God's love and grace and forgiveness. At the same time, there are those who are accused of these wrongdoings and are innocent. In any case, we as the Church must act responsibly. To protect all parties involved, and to take the responsibility to be discriminating, we have these policies and procedures. This means these issues of reporting and responding must be handled with graciousness, sensitivity and confidentiality.

A. Initial reporting of suspicion of inappropriate activity or personal disclosure of inappropriate activity

1. Any suspicion of inappropriate activity or personal disclosure of inappropriate activity with children or youth should be brought immediately to the attention of an approved person (Pastor, Clerk of Session, member of Personnel Committee, Chair of the Nurture Committee or Chair of the Child Protection Committee) and the insurance company.
2. The person receiving the report of suspicion of inappropriate activity shall then document the date, time, and circumstances of the alleged incident on the attached Incident Report Form (See Appendix 5) and proceed to Part 3.B of this Covenant.

B. Responding to the initial report of suspicion of inappropriate activity

1. The person receiving the initial report of suspicion of inappropriate activity will report immediately to the Pastor or, in his/her absence, the Clerk of Session, who will inform the church's legal counsel. In the case where the Pastor is the alleged perpetrator, the Clerk of Session will receive the report. If both the Pastor and the Clerk of Session are alleged perpetrators, the Chair of the Nurture Committee will receive the report.
2. The Responding Committee will form as quickly as practicable to address the report.
3. The Pastor, the Chair of the Personnel Committee, and the Chair of the CPC will form the Responding Committee and shall then determine if they have reasonable suspicion that abuse or neglect to a child or youth might have occurred. If any of these people are alleged perpetrators or are unavailable, then the Clerk of Session or a serving Elder will take that person's place on the Responding Committee.
4. If the Responding Committee agrees that abuse or neglect may have occurred, it is required to report the incident to the appropriate authorities in a timely fashion for the safety of the alleged victim.
5. The Responding Committee must comply with all state laws and the legal investigation of the reported incident to avoid compromising, interfering with or delaying this legal process.
6. All allegations shall be regarded as serious, and due consideration shall be given to the rights and privacy of both the alleged victim and the person being accused.

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7. The accused individual will be required to refrain from participating in all unsupervised activities with children or youth until it is determined if further action shall be taken. Care shall be taken to respond to all allegations in a timely and professional manner.
8. After reviewing the reported circumstances, if there is reasonable cause to suspect abuse or neglect (Federal definition, see Appendix 6), then further action shall be taken as described in Section C below.
9. If a reported incident does not provide reasonable suspicion of abuse, the Responding Committee has the option to recommend appropriate action, which could include a review of the processes in that program and/or further education.

C. Response to reasonable allegations of abuse or neglect

1. If the Responding Committee determines there is reasonable cause to suspect abuse or neglect of a child or youth then the following steps shall be taken:
 - a. A report will be made immediately to the proper authorities, either law enforcement or the Delaware Division of Family Services. This report will be made by the Pastor or the Chair of Nurture, or their designee.

Relevant reporting requirements and information for the State of Delaware:

The Delaware Law for Mandatory reporters per 16 Del.C. § 903. Reports Required: *Any Physician, and any other person in the healing arts including any person licensed to render services in medicine, osteopathy, dentistry, any intern, resident, nurse, school employee, social worker, psychologist, medical examiner, or any other person in good faith suspects child abuse or neglect.*

To report violations of child care standards, unsafe care or unlicensed care: 1-800-292-9582 (New Castle County). For more information: <http://www.state.de.us/kids>

By law in the State of Delaware the penalty for knowingly violating the obligation to report abuse is up to \$1,000 fine and up to 15 days in jail, or both.

- b. If necessary, the Responding Committee may request the assistance of additional persons in responding to the situation. These individuals may include: 1) one other member of Session appointed by the Head of Staff/Pastor or the Clerk of Session; 2) legal counsel; 3) a representative from the New Castle County Department of Human Services; 4) others as deemed appropriate by the Head of Staff (e.g., additional pastoral counseling or mental health officials).
2. If appropriate under the law, under the guidance of the church's legal counsel, insurance carrier, and the Presbytery, the Responding Committee may also:
 - a. Assign a person to the Responding Committee for the accused individual(s) and/or the alleged victim(s) as a contact and also for pastoral support;
 - b. Contact the alleged victim's parents or other family members if appropriate, if it will not put the alleged victim in jeopardy;

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- c. Document all actions and procedures taken to address the situation.
- d. After the committee has fulfilled its legal reporting requirements, the Responding Committee shall designate a spokesperson. This person will be the sole individual communicating to outside authorities or other persons (including the Session, the congregation and the media) regarding the incident.

D. Care of Documents

1. All information shall be treated in a confidential manner. Except in the case of a “response to a reasonable allegation of abuse or neglect,” as described immediately above, only the Responding Committee and the appropriate legal counsel shall have access to the information on these documents.
2. All documents associated with a neglect or abuse incident by employees, workers or volunteers shall be kept in secure storage with access restricted to the Responding Committee.
3. Even if investigation of the incident does not reveal misconduct or impropriety, the records will be maintained.

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**APPENDIX 1:
Application Form for Volunteer Under Age 18**

Confidential

Date received: _____

PERSONAL INFORMATION

Name: _____, _____
Last name First name Middle initial

Street Address: _____

City/State/Zip Code: _____

Daytime Phone: (____) _____ - _____ Evening Phone: (____) _____ - _____

Preferred E-mail Address: _____ Date of Birth: _____

VOLUNTEER SERVICE

In which ministry area are you interested in volunteering?

____ Children’s Ministries (Birth through 5th grade) (e.g., Sunday School, Vacation Bible School, or Nursery)

____ Youth Ministries (6th grade through 12th grade)

____ Children’s Music (5 years old through 5th grade)

____ Youth Music (6th grade through 12th grade)

Why are you interested in volunteering for the ministry listed above?

Have you volunteered with children and/or youth at RCCPC before? ____ Yes ____ No

If Yes, in what capacity and when did you volunteer?

If No, what prior experience do you have working with children and/or youth?

If applicable:

Date of your most recent first-aid training? _____ (mo/yr)

Date of your most recent Cardio-Pulmonary Resuscitation (CPR) training? _____ (mo/yr)

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PRELIMINARY SCREENING INFORMATION

Have you ever been convicted of a felony or misdemeanor? Answering "Yes" to this question may, but does not automatically disqualify you from service.

_____ Yes _____ No

If Yes, please explain: _____

FAITH

Have you been confirmed at RCCPC? _____ Yes _____ No

Confirmation Date: _____

If NO, please list the name, address, and phone number of the church you currently belong to or have recently attended.

Volunteer Signature* _____ Date _____

Signature of Parent or Guardian* _____ Date _____

**Form must be signed by Youth Volunteer and Parent or Guardian.*

APPENDIX 2:

Application Form for Volunteers and Workers Age 18 and Over

Confidential

Date received: _____

PERSONAL INFORMATION

Name: _____, _____, _____
Last name First name Middle initial

Street Address: _____

City/State/Zip Code: _____

Daytime Phone: (____) _____ - _____ Evening Phone: (____) _____ - _____

Preferred E-mail Address: _____

If the position for which you wish to volunteer involves driving children/youth to activities off the church grounds, please attach a copy of your driver's license and, if driving your own vehicle, your insurance policy or statement of coverage. This information may be used to access your Motor Vehicle Report and verify current insurance status.

VOLUNTEER SERVICE

In which ministry area are you interested in volunteering?

_____ Children's Ministries (Birth through 5th grade) (e.g., Sunday School, Vacation Bible School, or Nursery)

_____ Youth Ministries (6th grade through 12th grade)

_____ Children's Music (5 years old through 5th grade)

_____ Youth Music (6th grade through 12th grade)

Why are you interested in volunteering for the ministry listed above?

Have you volunteered with children and/or youth at RCCPC before? _____ Yes _____ No

If Yes, in what capacity and when did you volunteer?

If No, what prior experience do you have working with children and/or youth? _____

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If applicable:

Date of your most recent first-aid training? _____ (mo/yr)

Date of your most recent Cardio-Pulmonary Resuscitation (CPR) training? _____ (mo/yr)

PRELIMINARY SCREENING INFORMATION

Have you ever been arrested for, charged with, convicted of, or pled guilty to a crime, either misdemeanor or a felony (including, but not limited to drug-related charges, child abuse, other crimes of violence, theft, or motor vehicle violations)? Answering "Yes" to this question may, but does not automatically disqualify you from service.

_____ Yes _____ No

If Yes, please explain: _____

Have you ever witnessed or been involved in any way with an incident of child or youth abuse or neglect?

_____ Yes _____ No

If Yes, please explain: _____

FAITH

Are you a member of RCCPC? _____ Yes _____ No

If Yes, how long have you been a member of RCCPC? _____ years _____ months

If NO, please list the name, address, and phone number of the church you currently belong to or have

regularly attended over the past 5 years.

Volunteer Signature

Date

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APPENDIX 3:

**Statement of Agreement with the Covenant
AGREEMENT TO ADHERE TO THE COVENANT OF CARE**

Employee, Worker or Volunteer Only

I have read, and I understand the Red Clay Creek Presbyterian Church Covenant of Care with Children and Youth (Covenant). I agree to carry out my responsibilities and duties to the extent reasonable and practicable in accordance with this Covenant.

Signature*

Date

If under 18, Signature of Parent or Guardian*

Date

**Form must be signed by a Parent or Guardian and Youth if volunteer is under 18.*

Mission Groups, organizations, or other outside groups using the facilities of Red Clay Creek Presbyterian Church Only

I have read, and I understand the Red Clay Creek Presbyterian Church Covenant of Care with Children and Youth (Covenant). I acknowledge that I am the party (we are the parties) responsible for this group's behavior. I agree to ensure that all people in my group will act in accordance with this Covenant.

Name (Please Print)

Organization Title

Signature

Date

Name (Please Print)

Name (Please Print)

Signature

Signature

APPENDIX 4
AUTHORIZATION FOR RELEASE OF BACKGROUND INFORMATION
CONFIDENTIAL

Disclosure and Authorization Form to Obtain background checks for Employment* Purposes

DISCLOSURE

In considering you for volunteer or worker service, Red Clay Creek Presbyterian Church (RCCPC) may request and rely upon a background check about you obtained from a consumer reporting agency, such as IntelliCorp Records, Inc. Such a check is formally called a consumer report and, as such, falls under the requirements of the Fair Credit Reporting Act. **RCCPC will not request more than the standard report which consists of a criminal history, check for serious driving offenses (if applicable) and whether included on the sexual predator list without additional authorization.**

For definition purposes:

- A "consumer report" is a written, oral or other communication of any information by a consumer reporting agency bearing on your credit worthiness, credit standing, credit capacity, character, general reputation, personal characteristics, or mode of living which is used or expected to be used or collected in whole or in part for the purpose of serving as a factor in making an employment-related* decision about you. Such information may include, for example, credit information, criminal history reports, or driving records: and
- An "investigative consumer report" is a consumer report in which information on your character, general reputation, personal characteristics, or mode of living is obtained through personal interviews with your prior employers, neighbors, friends, or associates, or with others who may have knowledge concerning any such items of information. In the event an investigative consumer report is requested about you, you are entitled to additional disclosures regarding the nature and scope of the investigation requested, as well as a written summary of your rights under the Fair Credit Reporting Act ("FCRA").

Under the FCRA, before RCCPC can obtain a consumer report or investigative consumer report about you for employment purposes, we must have your written authorization. Before we take adverse action on the basis, in whole or in part, of information in that report, you will be provided a copy of that report, the name, address, and telephone number of the consumer reporting agency, and a summary of your rights under the FCRA.

*For the purposes of this disclosure statement, volunteer and worker service is considered employment.

RCCPC Covenant of Care

APPENDIX 4 AUTHORIZATION

I have read and understand the foregoing Disclosure and authorize RCCPC to obtain and rely upon background checks as described in the foregoing disclosure statement, for considering me for volunteer or worker service and, if I am approved, in considering me for subsequent retention as a volunteer or worker. **By my signature below, I authorize RCCPC to obtain reports on criminal history, serious driving offenses, if applicable, and inclusion on the sexual predator list, and to share the information received with any person involved in the decision about me.**

My signature below also authorizes any references or churches listed in my application to give you any information (including opinions) that they may have regarding my character and fitness for work with children/youth. In consideration of the receipt and evaluation of this application by RCCPC, I hereby release any individual, church, youth organization, charity, employer, reference or any other person or organization, including record custodians, both collectively and individually, from any and all liability for damages of any kind or nature which may at any time result to me, my heirs, or family on account of compliance or any attempts to comply, with this authorization. **I waive any right that I may have to inspect any character reference information provided about me by any person or organization identified by me in this application.**

I also agree that this Disclosure and Authorization in original, faxed, photocopies, or electronic (including electronically signed) form will be valid for any consumer reports or investigative consumer reports that may be requested about me by or on behalf of RCCPC.

I further state that I HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW THE CONTENTS THEREOF AND I SIGN THE RELEASE AS MY OWN FREE ACT. This is a legally binding agreement that I have read and understand.

Applicant Signature

Date

APPENDIX 4

Personal Data

Name _____, _____
Last name First name Middle initial

Maiden Name (Other Name), if applicable: _____

Date of Birth: _____/_____/_____ Place of Birth: _____
Month Day Year

Social Security Number: _____ - _____ - _____

Driver's License State: _____ Number: _____

Email Address: _____

(may be used for official correspondence)

Current Street

Address: _____

City/State/Zip Code: _____

How long at this address?

Previous Street

Address: _____

City/State/Zip Code: _____

How long at this address?

I have the right to make a request to **IntelliCorp Records, Inc.** upon proper identification, to request the nature and substance of all information in its files on me at the time of my request, including sources of information, and the recipients of any reports on me which **IntelliCorp Records, Inc.** has previously furnished within the two year period preceding my request.

I certify that all of personal data that I have provided is true, accurate and complete to the best of my knowledge. I understand and agree that any omission, false statement, misleading statement, or answer made by me on my application or any supplements to it and in any interviews will be sufficient grounds for rejection of my application.

THANK YOU FOR VOLUNTEERING TO HELP IN RCCPC'S MINISTRIES!

Applicant's Signature: _____ Date: _____

Witness Signature: _____ Date: _____

RCCPC Covenant of Care

APPENDIX 5
INCIDENT REPORT FORM
Confidential

1. Name of staff/volunteer/congregational member observing or receiving disclosure of alleged abuse, neglect or other applicable terms associated with this Covenant:

2. Alleged victim's name:

3. Alleged victim's age or date of birth:

4. Date and place of disclosure of alleged abuse, neglect or other event:

5. Alleged victim's or witness statement (give your detailed summary here or on back of this page and please include dates of alleged event(s), if known):

6. Name of person accused of alleged abuse:

7. Relationship of accused to victim [e.g., paid staff, volunteer, family member, other (please specify)]:

8. Reported to: Pastor, Clerk of Session, or member of Personnel Committee or Child Protection Committee (give name):

Date/time of report: _____

Summary of report:

RCCPC Covenant of Care

9. Notify the Church's Insurance Company:

Date/time:

Spoke with:

Summary of conversation:

10. Call to the Delaware Division of Social Services (1-800-292-9582) or the New Castle County Police:

Date/time:

Spoke with:

Summary of conversation:

11.If appropriate, call to child's legal guardian or power of attorney:

Date/time:

Spoke with:

Summary of conversation:

12. Any other action taken:

RCCPC Covenant of Care

Record of Contacts Made:

Date/Time: _____

Name (and Organization, if applicable): _____

Summary:

Date/Time: _____

Name (and Organization, if applicable): _____

Summary:

Date/Time: _____

Name (and Organization, if applicable): _____

Summary:

Date/Time: _____

Name (and Organization, if applicable): _____

Summary:

Date/Time: _____

Name (and Organization, if applicable): _____

Summary:

APPENDIX 6

Federal Definition of Child Abuse/Neglect

National Clearinghouse on Child Abuse and Neglect Information

How are Child Abuse and Neglect Defined in Federal Law?

Federal legislation provides a foundation for States by identifying a minimum set of acts or behaviors that define child abuse and neglect. The Federal Child Abuse Prevention and Treatment Act (CAPTA), (42 U.S.C.A. §5106g), as amended by the Keeping Children and Families Safe Act of 2003, defines child abuse and neglect as, at minimum:

- Any recent act or failure to act on the part of a parent or caretaker which results in death, serious physical or emotional harm, sexual abuse or exploitation; or
- An act or failure to act, which presents an imminent risk of serious harm.

What Are the Major Types of Child Abuse and Neglect?

Within the minimum standards set by CAPTA, each State is responsible for providing its own definitions of child abuse and neglect. Most States recognize four major types of maltreatment: neglect, physical abuse, sexual abuse, and emotional abuse. Although any of the forms of child maltreatment may be found separately, they often occur in combination.

The examples provided below are for general informational purposes only. Not all States' definitions will include all of the examples listed below, and individual States' definitions may cover additional situations not mentioned here.

Neglect is failure to provide for an individual's basic needs. Neglect may be:

- Physical (e.g., failure to provide necessary food or shelter, or lack of appropriate supervision)
- Medical (e.g., failure to provide necessary medical or mental health treatment)
- Educational (e.g., failure to educate a child or attend to special education needs)
- Emotional (e.g., inattention to a child's emotional needs, failure to provide psychological care, or permitting the child to use alcohol or other drugs)

These situations do not always mean a child is neglected. Sometimes cultural values, the standards of care in the community, and poverty may be contributing factors, indicating the family is in need of information or assistance. When a family fails to use information and resources, and the child's health or safety is at risk, then child welfare intervention may be required.

Physical Abuse is physical injury (ranging from minor bruises to severe fractures or death) as a result of punching, beating, kicking, biting, shaking, throwing, stabbing, choking, hitting (with a hand, stick, strap, or other object), burning, or otherwise harming a child. Such injury is considered abuse regardless of whether the caretaker intended to hurt the child.

Sexual Abuse includes activities by a parent or caretaker such as fondling a child's genitals, penetration, incest, rape, sodomy, indecent exposure, and exploitation through prostitution or the production of pornographic materials.

Emotional Abuse is a pattern of behavior that impairs a child's emotional development or sense of self worth. This may include constant criticism, threats, or rejection, as well as withholding love, support, or guidance. Emotional abuse is often difficult to prove and, therefore, CPS may not be able to intervene without evidence of harm to the child. Emotional abuse is almost always present when other forms are identified.