

CONFIDENTIAL

Known Offender's Agreement

Agreement regarding the involvement of

_____ (The Individual) in
The Individual's name

_____ (the Church).
church's name

The Individual has been worshipping and involved in the Church. This agreement is to record the conditions upon which the Individual agrees he/she can remain involved in the Church.

**The Individual agrees to abide by the spirit of this agreement,
not just the letter of it.**

1. ACKNOWLEDGEMENTS

The Individual acknowledges that he/she has been convicted of sexual assault on _____ and has been registered as a sexual offender. The court imposed _____
date
jail sentence has been served.

The Church leadership acknowledges its responsibility for physical, emotional and spiritual wellbeing and safety of those who are ministered to by the Church

It is acknowledged by all parties of the need for an agreement between the Church and The Individual to enable the wellbeing of the congregation and the ongoing spiritual life of The Individual

_____ has agreed to be The
Liaison person's name
Individual's contact and liaison person on behalf of the church leadership team.

2. Commitment of The Individual to the Church

The Individual agrees to only attend the Sunday morning service unless otherwise agreed to by Church Leadership.

The Individual agrees to decline offers of hospitality from families within the church community where children might be present and where the parents offering hospitality are unaware of The Individual's previous sexual misconduct unless otherwise agreed to by Church leadership.

The Individual agrees not to engage in any church activity where children or youth might be present without prior agreement by the Church Leadership Team, at the Church Leadership Team's absolute discretion.

The Individual agrees not to accept nomination for election to any leadership role within the church.

The Individual understands that any complaints against him will be taken seriously and treated appropriately.

The Individual agrees to meet or make contact with the leadership liaison person at least fortnightly, preferably in person.

Notes of any meetings with The Individual will be kept.

3. Commitment of the Church to The Individual

The Church accepts The Individual as a valued member of the Church community, and recognises that he has gifts to offer and encourages him to use these gifts appropriately in the Church community under the supervision of the Church Leadership.

The Church commits itself to provide pastoral supervision and support to The Individual and his family and not to place The Individual in any situation where he may be alone with children or youth.

Pastoral supervision and support to The Individual will be provided by the Church Leadership.

4. Disclosure

This agreement will be kept confidential except as follows.

The Individual understands that the church leadership will disclose the details of this agreement:

- to all persons undertaking pastoral supervision and support of The Individual;
- to persons responsible for the welfare and safety of children or youth involved in church activities;
- to members of the immediate church community as/if requested;
- to the Professional Standards Worker of Churches of Christ in Western Australia.

The individual understands that the church leadership and/or the Professional Standards Worker of Churches of Christ in Western Australia may disclose this agreement to any authority (whether statutory or otherwise), organisation or person, within or outside of the church, where they consider that it is necessary to ensure the welfare and safety of any person.

The Individual understands that if he/she breaches any condition of this agreement the church leadership may disclose this to any person involved in the congregation and the Professional Standards Worker of Churches of Christ in Western Australia as deemed appropriate.

The disclosure can be verbal or by providing a copy of this agreement.

The Individual irrevocably consents to all such disclosures, and to the disclosure for the purposes of this agreement of any notes and/or memoranda made or kept under or in relation to this agreement, whether or not such disclosures will involve the disclosure of personal information or sensitive information as those terms are defined in the *Privacy Act 1988* (Cth), and irrevocably waives any rights he may have pursuant to the *Privacy Act 1988* (Cth), at common law, or in equity to restrain such disclosures."

5. Cessation of Involvement of The Individual in the Church

If the church leadership become aware of The Individual attending another church, the leaders of that church will be informed of this agreement.

If The Individual breaches any provision of this agreement he will not participate in any church activity unless another agreement is in place.

If The Individual ceases to be involved in the life of the church or breaches any part of this agreement, it becomes null and void and the church leadership will notify the Professional Standards Worker of Churches of Christ in Western Australia. Any of these people may notify any authority (whether statutory or otherwise), or organisation or person if they consider that this is advisable to ensure the welfare and safety of any person.

Review

This agreement may be reviewed from time to time, and will be reviewed annually.

Any agreement or variation to this agreement, must be recorded in writing, dated and signed by all parties. A copy of the new agreement must be sent to the Professional Standards Worker of Churches of Christ in Western Australia.

date

Member

church representative

church representative

church representative

COCWA representative