

# **RESTRICTIVE ACCESS MEMORANDUM OF UNDERSTANDING**

## **For Individuals with Sex Offense Convictions**

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\_\_\_\_\_ Parish (the “Parish”) is fully committed to the protection of youth and children from harm and abuse. Consequently, because of your prior criminal conviction for a sex offense against a minor and your actual or prospective registration as a sex offender in Ohio, please understand that your access to the Parish and your participation in the life of the parish will be limited. The limitations and terms that follow below are meant to reduce the risk, both to you and to the youth of our parish, of an incident or allegation of abuse.

It is my hope as pastor that through participation in the life of the Parish, as reflected in this memorandum of understanding, you will grow in your faith and love for Jesus Christ and that you will come to more fully recognize His presence within you and within in every other person.

### **RESTRICTIONS AND TERMS:**

*You are not permitted to come onto Parish property except as set forth in this Memorandum of Understanding. If you fail to abide by any of the restrictions, limitations, or conditions set forth in this Memorandum of Understanding, you may be precluded from entering onto parish property altogether.*

#### **School Related Restrictions**

1. If you wish to communicate with your child’s teachers or administrators, you may only do so by telephone, regular mail, or e-mail, or by making an appointment to meet when school is not in session and school events are not taking place on-campus. You must receive written approval from the principal in advance for any such appointment, including parent-teacher conferences.
2. You are permitted to be on parish property to drop off and pick up your own child, with the following conditions:
  - a. You may not be present on campus for any period of time longer than that which is reasonably required to perform this task.
  - b. You must remain in your vehicle at all times. The school will make arrangements to bring your child to you.
  - c. You are not permitted to drop off or pick up any children other than your own child.
3. With the express prior written permission of the principal, you may be permitted to attend specified school events that directly involve your own child, with the following conditions:
  - a. Such permission may be granted by the principal only after having first obtained the approval of the pastor.
  - b. You must select an adult chaperone who is known to and approved by the pastor (the “approved chaperone”). The approved chaperone must accompany you at all times while present on school property.
  - c. You may only be present on parish property for the specific event for which you

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were granted permission.

- d. If and when you are given permission to attend a specific school event accompanied by your approved chaperone, you may be asked by the principal to be in a specific location on parish property (or wherever the school event is taking place) for monitoring purposes. Moreover, you must avoid contact with unrelated minors insofar as is reasonably possible given the circumstances.
4. You are not permitted to volunteer or work at any school events.
  5. Except where prohibited by law or court order, you have the right to review your child's educational records. You may do so by receiving the prior written approval from the principal to be on school grounds for that purpose, and making an appointment to review those records after normal school hours when school children are not present. Alternatively, you agree that the school may, in its discretion, send you electronic copies of such records.

### **Church / Parish Related Restrictions**

1. You are not eligible to hold any volunteer or employee position at the Parish.
2. You must select an adult chaperone who is known to and approved by the pastor or administrator (the "approved chaperone").
3. Except as stated above with regard to the Parish school, you are not permitted on parish property except for purposes of attending scheduled public liturgies, and then only with your approved chaperone. The approved chaperone must accompany you at all times while present on parish property.
4. At any Parish event, you may be asked by the pastor or administrator to sit in a specific location in the church for monitoring purposes, and you agree to comply with that request. Insofar as is reasonably possible, you must avoid sitting next to an unrelated minor.
5. You may be involved in parish groups only after having obtained the express permission of the pastor or administrator. If the pastor or administrator approves such a request, you must be accompanied by your approved chaperone, and the head of that ministry will be informed of your status and identity and the approved chaperone's identity. You may not participate in any parish ministries or groups that involve or include minors.

### **General Conditions and Restrictions**

1. The approved chaperone must:
  - a. be known to and approved by the pastor or administrator,
  - b. agree to submit to a criminal background check, and
  - c. sign a written document agreeing to follow the requirements of this Memorandum of Understanding.

2. If the approved chaperone is not available in a given situation, the pastor or administrator may identify and approve a temporary chaperone to accompany you for that single occasion.
3. Any time you are on Parish property you will limit your interaction to adults and you will refrain from all interaction or contact with unrelated minors, whether physical or verbal, insofar as reasonably possible under the circumstances.
4. You agree that the address, home phone number, and cell phone number listed below your signature are correct as of the date you signed this Memorandum of Understanding. Should any of that information change, you agree to promptly provide the pastor or administrator of the Parish with the updated information.
5. You shall notify the principal and pastor within twenty-four (24) hours of being contacted by any law enforcement officer concerning any new sexually-related charges or offenses.
6. Although it is not the pastor's intention to indiscriminately share this Memorandum of Understanding or information about your convictions and status as a registered sex offender, you understand and agree that this Memorandum of Understanding and any facts about your convictions and status as a registered sex offender can and will be shared by the pastor with individuals whom the pastor, in his sole and complete discretion, decides are appropriate or necessary to ensure the safety of children and others or to ensure that you are in compliance with the restrictions in this Memorandum of Understanding. For example, selected parish and school staff and volunteers may be informed, on a need-to-know basis, of your identity and the approved chaperone, in order to ensure compliance with this Memorandum of Understanding. The parish reserves the right to notify all parents of minors in the parish and/or school, with or without notice to you, to ensure that they are aware of your background.
7. You may request an exception to the above limitations. Exceptions will be granted only in the pastor or administrator's sole and absolute discretion and only for compelling reasons.
8. The pastor of the Parish may change or add to the restrictions contained in this Memorandum of Understanding in his sole and complete discretion at any time.
9. This Memorandum of Understanding is not a contract and does not in any way grant you any rights. It is simply meant to memorialize the limitations on your participation in the life of the Parish and to clarify the conditions under which you are allowed onto Parish property.

[Signatures on Following Page]

By signing below, you agree and acknowledge that you have read and understand everything in this Memorandum of Understanding and that failure to follow the restrictions contained in this Memorandum of Understanding in any way may result in you being prohibited from entering Parish property entirely and under any circumstances.

Signature: \_\_\_\_\_ Address: \_\_\_\_\_

Print Name: \_\_\_\_\_ Telephone #: \_\_\_\_\_

Date: \_\_\_\_\_ Cell phone #: \_\_\_\_\_

**Approved Chaperone(s) Acknowledgment**

I have received a copy of, read, and understand this Memorandum of Understanding, and I agree to abide by the terms and conditions set forth herein:

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone #: \_\_\_\_\_ Telephone #: \_\_\_\_\_

**Parish**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Pastor

Date: \_\_\_\_\_