

The Rev. Robert M. Armstrong  
UNITED EVANGELICAL CHURCH  
945 S. East Avenue,  
Baltimore, MD 21224  
(410) 276-0621  
July 8, 1993

Dr. Thomas Hamilton,  
Associate Conference Minister  
Chesapeake Association,  
916 South Rolling Road,  
Baltimore, MD 21228

Dear Tom:

Recently it has come to my attention that we need a policy regarding sexual abuse so as to protect our church in the event that such an incident should occur. I am particularly concerned about the Boy Scout Troop #19 which we sponsor and have begun to raise question with our Council members and Scout leaders regarding this matter. Currently we have no training or orientation program for these leaders that I know about. We also have no screening program for church school teachers or youth group leaders.

In the light of current law-suits in our denomination and in the Episcopal Church and Roman Catholic Church (50 million with a potential of 400 million), would having a clear written policy regarding this matter and a training and orientation (to this policy) program for our Pastors, church staff, volunteer teachers and group leaders be wise at this time? For example, are we protected against potential suit by a Boy Scout family if such an incident should occur since we are sponsors of this activity?

Since this is a question which involves all our churches and especially those involved in sponsorship of outside organizations like Scouts, AA, or mental health organizations, ought we to have a guideline policy which churches could use as a model? What are the insurance implications in this area of concern?

I understand that the Episcopal Church in Baltimore has researched this issue and might be of help to us in thinking through next steps. Could you look into this for all of the churches in the Association and give us some assistance?

Let me know if I can be of further assistance in this matter.

Kindest Personal Regards,

*Bob*  
Robert M. Armstrong  
Pastor

cc: C. Rowell, President  
B. Long, E. Myers, Council Members  
Scott Tinney, District Representative BSA

# Boy Scouts of America

Baltimore Area Council, Boy Scouts of America - 701 Wyman Park Drive - Baltimore, Maryland 21211-2899 - Telephone 338-1700  
Council 220, Area 6, Northeast Region

December 3, 1992

TO WHOM IT MAY CONCERN:

It is with great pleasure that I recommend Mr. J. Edwin Myers for the God and Service award. Ed's devotion to Shot Tower District has been extraordinary.

Involved with Scouting for well over 60 years, Ed has contributed his time and energies in many capacities. On the unit level he has been a Scoutmaster and counselor. After serving in these positions for several years, Ed lent his talents and experience to train other Scoutmasters by serving as a counselor in the Wood Badge training program. Although he is no longer formally on the Wood Badge staff, Ed has continued to lend his support, where needed, to Scoutmasters currently participating in the program.

Recognizing the need to increase financial contributions made to the Boy Scouts, Ed took on the position of district chairman. While chairman he increased the number of businesses contributing to Scouting and was able to get others involved in the Scouting movement. Ed is continuing his devotion to the finances of Shot Tower District by serving as the community chair as well as project sales chair.

To honor Ed for his devotion to Scouting, the Baltimore Area Council awarded him the Silver Beaver in 1982, the highest award a council can give to an adult Scouter. With people like Ed serving the Boy Scouts, it is no wonder that Scouting has been successful in the Baltimore area.

Sincerely,

*W. S. Tinney IV*

W. Scott Tinney, IV  
Shot Tower District Executive

WST:ebg

AN AGENCY SUPPORTED THROUGH



The United Way of Central Maryland

and YOUR Friends of Scouting Enrollment

TO: CLARENCE ROWELL, PRESIDENT AND COUNCIL MEMBERS

FROM: PASTOR *TMA*

DATE: 7-30-93

SUBJECT: CORRESPONDENCE TO DATE RE ISSUE OF SEXUAL ABUSE

PLEASE NOTE THE ATTACHED INFORMATION. MOST OF IT CONCERNS THE INSURANCE COVERAGE. THE SCOUTS ALSO INDICATE THAT THEY HAVE A POLICY RE THE INVESTIGATION OF LEADERS FOR A RECORD OF CONVICTIONS REGARDING CRIMINAL MATTERS. THEY ALSO HAVE TRAINING FILMS WHICH WOULD BE AVAILABLE TO US FOR OUR CHURCH SCHOOL LEADERS, CHURCH STAFF, AND OTHERS WHO PARTICIPATE IN LEADERSHIP IN THE CHURCH. ONE OF MY QUESTIONS IS WHETHER WE HAVE A RECORD THAT ALL SCOUT LEADERS HAVE SEEN THIS MATERIAL? ARE WE TAKING THAT FOR GRANTED? SHOULD WE HAVE A POLICY REQUIRING EDUCATION AND TRAINING IN THIS MATTER OF ALL LEADERS IN OUR CHURCH? SHOULD WE REQUIRE SUCH A PROGRAM INCLUDING BACKGROUND CHECKS OF CONVICTIONS FOR ALL LEADERS OF OUTSIDE GROUPS USING OUR BUILDING? (D.C. IMPACT, SUPER PANTRY, WIC, DANCE CLASS) THIS INFORMATION IS SENT TO YOU FOR YOUR INFORMATION AND REVIEW PRIOR TO OUR COUNCIL DISCUSSION OF THIS MATTER. I STILL HAVE NOT HEARD FROM TOM HAMILTON REGARDING OUR CHURCH'S POSITION IN THIS MATTER BUT AM SENDING HIM THIS INFORMATION FOR HIS FILES.

CC: T. HAMILTON  
E. MEYERS  
B. LONG  
COUNCIL

INSURANCE COMPANY OF NORTH AMERICA  
PHILADELPHIA, PENNSYLVANIA

CERTIFICATE OF INSURANCE

THIS IS TO CERTIFY TO:

UNITED EVANGELICAL CHURCH  
3200 DILLON ST.  
BALTIMORE, MD. 21224

POLICY NUMBER: HDO G1 549727-0  
POLICY PERIOD: 3/1/93-3/1/94

Named Insured: Boy Scouts of America, National Council & Local Council Named Herein.

LOCAL COUNCIL: BALTIMORE AREA COUNCIL

COUNCIL NO. 220

ADDRESS: 701 WYMAN PARK DRIVE, BALTIMORE, MD 21211

THE INSURANCE PROVIDES THE FOLLOWING COVERAGES AND LIMITS OF LIABILITY, SUBJECT TO ALL THE TERMS, CONDITIONS, AND EXCLUSIONS OF THE POLICY, FOR ALL OFFICIAL SCOUTING ACTIVITIES OF THE LOCAL COUNCIL

TYPE OF INSURANCE

COMPREHENSIVE GENERAL AND  
NON-OWNED AUTOMOBILE LIABILITY

COVERAGE INCLUDED FOR:

LIMITS OF LIABILITY

BODILY INJURY AND  
PROPERTY DAMAGE \$ 500,000 PER  
OCCURRENCE COMBINED  
SINGLE LIMIT

Operations/Products, Blanket Contractual, Personal Injury,  
Broad Form Property Damage, Malpractice for Legal,  
Engineers and Medical, Watercraft Liability, Non-Owned  
Automobile Liability

ADDITIONAL INSURED: All Scout Officials, Volunteers, Chartered Organizations and Others Engaged in Official Scouting Activities

DESCRIPTION OF OPERATIONS/LOCATIONS/EVENTS: The certificate holder is included as an insured for loss arising out of Scouting activities in their capacity as a chartered organization of BSA. Such coverage shall apply as primary insurance to any other insurance of the certificate holder except it is excess on automobiles owned by the certificate holder.

TROOP + PACK 19

This Insurance covers Scouting Activities only.

This Certificate of Insurance does not amend, extend or alter the coverage, limits, terms or conditions of the policy. It is the intention of the company, if policy is cancelled, that 30 days written notice will be given to certificate-holder.

Number: 204

Date Issued: 7/12/93

*Gary Hare*

MARSH & McLENNAN, INC.

cc: RISK MANAGEMENT SERVICE, NATIONAL OFFICE, S402

March 6, 1993

To: U.C.C. Churches

From: Jacqueline D. Brown, U.C.C.\*I.A.B  
Francis E. Hayes, Marsh & McLennan, Inc.

Enclosed is your second quarter installment for the insurance program.

The program change has been extremely successful with the majority of churches remaining with us. Thank you very much for your support and understanding of the difficulties in making a major change such as this.

We have received many questions concerning policy issuance. Continental Insurance Company has supplied a policy format and we have asked them for a few minor changes to make certain coverage is equivalent to the expiring program. The policies are most complex and over 200 pages. Additionally, many of the expiring policies had different terms and conditions necessitating reviewing quite a few to make certain the coverage is equivalent. At the same time, we have entered data from the expiring policies a process that has required entering over 3,000,000 pieces of information.

It is typical for policies as complex as yours to take many months to issue. Policies will begin to be issued as soon as the additional changes are received from Continental, which should be this week. You are currently insured and claims are being paid.

During the review process of the policies we noticed that for most churches, the new program offers significant coverage improvements as follows:

- \* Should a governmental official require you to demolish the undamaged portion of a building after a loss the previous program limited the loss to \$500,000. The new program offers the full blanket limit of insurance.
- \* Account Receivable Record destruction is now automatically covered for \$25,000.
- \* Loss of Money is now covered all year long for \$10,000; previously it was \$5,000 except for four holidays. (For churches that had higher limits the higher limits still apply.)
- \* Outdoor Signs were limited to \$25,000 and they are now part of your blanket limit.
- \* Pastoral Liability is now \$51,000,000.
- \* Directors' & Officers' Liability is now \$51,000,000.
- \* Cemetery Liability is now \$51,000,000.
- \* Sexual Misconduct is now \$36,000,000 and the terms and conditions are defined.
- \* Leased Property Legal Liability is now \$100,000.

Thank you again for your support and please feel free to contact your agent, Marsh & McLennan or the U.C.C.\*I.A.B. concerning any questions.

## Binder of Insurance

Insurance is bound from: January 1, 1993 at: 12:01 a.m.

for: until policy issuance

Insured and Address:

**Participating Churches in the  
CONFERENCE OF THE UNITED CHURCH OF CHRIST  
Insurance Program**

**BINDER #UCC010193**

Insurance Company: Continental Insurance Company

Subject to standard policy conditions this binder provides insurance of the kind hereinafter described.

Description and Amount of Insurance:

### Property

All Risk	Clergy Personal Effects - \$25,000*
Blanket Limit	Officers Personal Effects - \$25,000*
Replacement Cost	Transit - \$25,000*
Inflation Guard 25% ((\$500,000 Maximum))	Loss of Income - \$25,000*
No Coinsurance	Extra Expense - \$25,000*
Fine Arts (optional)	Off Premise Power
Building Ordinance Limit - \$500,000	Boiler & Machinery (optional)
Valuable Papers & Records - \$15,000*	EDP - \$10,000* <i>Electronic Data Processing</i>
Statement of Loss Preparation - \$5,000	Accounts Receivable - \$15,000*
Pollution Clean-up - \$10,000	Trees & Shrubs - \$10,000 <i>10 Wind</i>
Change in Temperature - \$10,000	Outdoor Sign - \$10,000
Fire Dept Service - \$15,000	Glass included as part of the building - (Specified Perils)
Fire System Recharge - \$10,000	

### Crime

Fidelity - \$25,000\*  
Money - \$10,000\*  
Forgery - \$25,000\*  
Counterfeit - \$25,000\*

Acceptance by the Insured of a policy (or policies) as ordered in place hereof shall render this Binder null and void. This Binder may be cancelled by the Insured by notice to the Company or by the surrender of this Binder. This Binder may be cancelled by the Company by written notice to the Insured stating when such cancellation shall be effective. A premium charge will be made for the time this Binder is in effect if no policy of insurance in place hereof is issued and accepted by the insured.

MARSH & MCLENNAN AGENCY, INCORPORATED

By: J. E. Hayes

**ATTACHMENT - BINDER #UCC010193**

(Continued)

**Liability**

CGL - \$1,000,000 Occurrence/\$2,000,000 Aggregate  
Medical Payments - \$5,000  
Include Ministers, Volunteers & Board Members  
Broad Form CGL Endorsement  
Waiver of Immunity  
Pastoral Liability - \$1,000,000/\$1,000,000 - (Claims-Made)  
Board Liability - \$1,000,000/\$1,000,000 - (Claims-Made)  
Cemetery Liability - \$1,000,000/\$1,000,000 - (Claims-Made) (optional)  
Copyright Infringement Limit - \$25,000  
Liquor Liability  
Real Property Legal - \$100,000  
Reward Coverage - \$5,000  
Sexual Misconduct - \$1,000,000/\$1,000,000 - (Claims-Made)  
Automobile Hired &  
Non-Owned - \$1,000,000 CSL  
Automobile Volunteer  
Non-Owned - \$1,000,000 CSL

**Automobile (optional)**

CSL - \$1,000,000  
Physical Damage Deductible - \$250  
Use other car (optional)  
Volunteer Non Ownership  
Personal Injury Protection as required  
Uninsured/Underinsured - Statutory Limits

**Workers' Compensation (optional) - (Certain States Excluded)**

Employers Liability - \$1,000,000  
Stop Gap  
Volunteers As Employees

\* Higher Limits are available upon request and are binding subject to existing policy coverage and limits until receipt of required information.

# Boy Scouts of America

Baltimore Area Council, Boy Scouts of America - 701 Wyman Park Drive - Baltimore, Maryland 21211-2899 - Telephone 338-1700  
Council 220, Area 6, Northeast Region

July 28, 1993

The Reverend Robert Armstrong  
United Evangelical Church  
945 S. East Avenue  
Baltimore, Maryland 21224

Dear Reverend Armstrong:

I received my copy of your letter regarding the church and its coverage involving the Scout troop. I hope this letter and the enclosed information addresses your concerns.

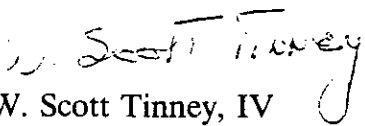
Regarding training of leaders, the BSA provides a youth protection training session to all leaders who take our training courses. We also provide video tapes that are geared toward youth to make them aware of their rights and the potential for abuse. Both of these tapes are available to other organizations to use with their volunteers, employees and youth.

Our screening of leaders starts first with the troop and pack committee, followed by the chartered institution head and the council. After the prospective leader is approved at these three levels, the application is sent to our national office where the person is matched against our bank of names on the Boy Scouts' list of criminal offenders. If an applicant's name is sent back as being on this list, his or her application for a position is rejected until further investigation.

I am also enclosing a description of our liability insurance coverage for leaders and chartered organizations.

If you have any further questions or concerns, please call me.

Sincerely,

  
W. Scott Tinney, IV  
Shot Tower District Executive

WST:ebg  
Enclosure

AN AGENCY SUPPORTED THROUGH



The United Way of Central Maryland

and YOUR Friends of Scouting Enrollment

## BOY SCOUTS OF AMERICA

1992

### INSURANCE COVERAGE FOR VOLUNTEERS

Listed below are brief outlines of insurance coverages provided by or through the local council:

#### Comprehensive General Liability Insurance

This coverage provides protection for the council, all Scouting professionals and employees, Scouting units, chartered organizations, and volunteer Scouters (whether or not registered) with respect to claims arising in the performance of their duties in Scouting. Coverage is more than \$15,000,000 for bodily injury and property damage.

The insurance provided Scouting volunteers through the BSA General Liability Insurance program is excess over any other insurance the volunteer might have to his or her benefit, usually a homeowners, personal liability, or auto liability policy. There is no coverage for intentional or criminal acts.

By providing insurance coverage to volunteers on an excess basis, BSA is able to purchase higher limits. Because of the high limits, volunteers should NOT be placed in a position where their assets are jeopardized because of a negligence liability claim or lawsuit.

#### Automobile Liability Insurance

Every person who drives a car in connection with a Scouting activity should carry a minimum of \$50,000/\$100,000/\$50,000 of Automobile Liability limits on their vehicle. Buses and vans MUST carry \$100,000/\$300,000/\$100,000 automobile liability. The council's Automobile Liability Insurance is excess of the insurance the owner of the auto carries, but does protect the owner above his limits for the council's \$15,000,000 limit of coverage. A tour permit or a council short-term camping permit is required when units leave their immediate area. National tour permits are required for all trips more than 500 miles. These permits should list the drivers' names and limits of Automobile Liability Insurance carried.

Unit Accident Insurance Plan (Mutual of Omaha)

Unit Accident Insurance is available through the council; information is sent to units each year in their charter renewal kits, and the coverage must be applied for by the unit. This plan provides coverage for accident medical expenses and accidental death and dismemberment while participating in any approved and supervised Scouting activity, including going to and from meetings. New members are automatically covered under the plan until the renewal date. Non-Scouts attending scheduled activities (including group travel to and from such activities) for the purpose of being encouraged to participate in Scouting are also automatically covered. However, the plan does not cover parents, siblings or other guests.

Council Accident & Sickness Insurance Plan (Mutual of Omaha)

This Accident and Sickness Insurance may be provided for Cub Scouts, Boy Scouts, Explorers and adult volunteer leaders registered in the council, and covers them for accidents and sickness (as well as accidental death and dismemberment) while participating in any official Scouting activity. This coverage is applied for by the council and is in effect on an annual basis. Additional information on coverage, limits, etc., may be obtained by contacting the council office.

Camper's Accident and Sickness Insurance Plan (Mutual of Omaha)

This Accident and Sickness Insurance is provided for all Cub Scouts, Boy Scouts, Explorers, adult volunteer leaders and all other persons registered and attending official council events (i.e., summer camp, day camps, wood badge courses, etc.), if purchased by the council. It is purchased for specific events of the council and provides coverage for medical expenses for accident and sickness and accidental death and dismemberment. Additional information on coverage, limits, etc., may be obtained by contacting the council office.

ALL SERIOUS INCIDENTS, ACCIDENTS AND/OR SICKNESS, OR IF A SUMMONS IS SERVED ON A VOLUNTEER, PLEASE REPORT TO THE COUNCIL SERVICE CENTER IMMEDIATELY.

Call phone number \_\_\_\_\_ and speak to \_\_\_\_\_ if you have a question related to insurance.

Mailed 7/15/93

The Rev. Robert M. Armstrong  
UNITED EVANGELICAL CHURCH  
945 S. East Avenue,  
Baltimore, MD 21224  
(410) 276-0621  
July 8, 1993

Dr. Thomas Hamilton,  
Associate Conference Minister  
Chesapeake Association,  
916 South Rolling Road,  
Baltimore, MD 21228

Dear Tom:

Recently it has come to my attention that we need a policy regarding sexual abuse so as to protect our church in the event that such an incident should occur. I am particularly concerned about the Boy Scout Troop #19 which we sponsor and have begun to raise question with our Council members and Scout leaders regarding this matter. Currently we have no training or orientation program for these leaders that I know about. We also have no screening program for church school teachers or youth group leaders.

In the light of current law-suits in our denomination and in the Episcopal Church and Roman Catholic Church (50 million with a potential of 400 million), would having a clear written policy regarding this matter and a training and orientation (to this policy) program for our Pastors, church staff, volunteer teachers and group leaders be wise at this time? For example, are we protected against potential suit by a Boy Scout family if such an incident should occur since we are sponsors of this activity?

Since this is a question which involves all our churches and especially those involved in sponsorship of outside organizations like Scouts, AA, or mental health organizations, ought we to have a guideline policy which churches could use as a model? What are the insurance implications in this area of concern?

I understand that the Episcopal Church in Baltimore has researched this issue and might be of help to us in thinking through next steps. Could you look into this for all of the churches in the Association and give us some assistance?

Let me know if I can be of further assistance in this matter.

Kindest Personal Regards,

*Bob*  
Robert M. Armstrong  
Pastor

cc: C. Rowell, President  
B. Long, E. Myers, Council Members  
Scott Tinney, District Representative BSA

The Rev. Robert M. Armstrong  
UNITED EVANGELICAL CHURCH  
945 S. East Avenue,  
Baltimore, MD 21224  
(410) 276-0621

August 19, 1993

Jacqueline D. Brown  
IAB Executive Director  
United Church of Christ  
Insurance Advisory Board,  
6001 Montrose Road, Suite 700,  
Rockville, MD, 20852

Dear Jacqueline Brown:

We appreciated your letter of June 30, 1993 thanking us for patience during your period of reform.

Enclosed you will find a letter I wrote to Loretta Richardson, raising some questions we have about our insurance coverage and asking for help in the whole area of policy formation and staff and lay teacher training to meet the needs our church has in responding to the issue of sexual abuse. These are issues I have also raised with Tom Hamilton. I call this to your attention because I believe this situation has far reaching and serious implications from a legal and insurance point of view. Some of my questions are as follows:

Can we get a copy of our policy coverage for sexual misconduct? What are the terms and conditions of coverage? Are we covered if a lay leader in a program we sponsor is involved in an incident involving such abuse? Can we count on our insurance to cover us so as to provide legal defense for the church and its officers and members if an incident of sexual abuse should arise involving a church school teacher or youth group leader within the church or in an organization we sponsor (like the Boy Scouts)? What kinds of training are necessary for such leaders to insure our maximum protection should such an incident arise? What kinds of review should we develop to insure that persons with criminal histories of abuse do not become teachers or youth leaders? Does the church have any guidelines for training or policy guidelines we can use as models? (I understand the Episcopal Church has such a program in place) Is it in our legal and insurance interest to have a set of policies to protect us in this area of our ministry? Should all UCC churches have such a set of policy guidelines?

I will be away on vacation till September 2, 1993 but would like to have a response from you in preparation for our Council meeting of September 7, 1993. Can you give us some response by that time?

Kindest Personal Regards,

*Robert M. Armstrong*  
Robert M. Armstrong  
Pastor

cc: C. Rowell  
H. Jacob  
Council

The Rev. Robert M. Armstrong  
UNITED EVANGELICAL CHURCH  
945 S. East Avenue,  
Baltimore, MD 21224  
(410) 276-0621

August 19, 1992

Loretta Richardson  
Church and Society Committee  
916 Rolling Road,  
Baltimore, MD 21228

Dear Loretta:

I gave some thought to the issue of Sexual Abuse which we discussed in our meeting last night and wanted to share some thoughts with you. It is easy to say that our Committee should not respond to this issue since it is so involved in all aspects of our life and work and yet as I thought about it it is apparent to me that this issue affects everything we do. It affects how we treat people, whether we take advantage of them, do we exploit our relationships as lay ministers, church staff, or Pastors, and impacts all other parts of our the mission of the church in society.

Therefore, I believe that we must have a strong, clear cut set of policies, regarding this issue which guides each church not just to protect the churches from liability suits but to insure that we foster proper behavior which is in line with the gospel principles we profess. This is an issue which affects all we do both within the church (church school, youth groups, Boy Scouts, mental health groups, dance groups, and support groups) and in our relationships with outside community groups who relate to our churches. It seems that what we do in this area will have a major impact on the church as it relates to society in very much the same as with the issue of women's role in the church. Of course, the insurance and legal liability issues are clear. Every school, institutional service, and church in the country will be involved in this issue.

This is a hot button issue for our time and if we are not careful can be a costly one for us to deal with. As I pointed out before, it has already cost the Roman Catholic Church 50 million and may cost them 400 million before the law suits are over.

We need model policies in the area of human relations which speak to the issues of sexual abuse and have been checked out with our insurance advisors and legal counsel so that each church has some direction as to how to develop its own policies. We need training programs for church school teachers, church staff, and Pastors. We need guidelines for


a more careful review of youth leaders, outside leaders, church staff, and Pastors. Do we permit persons to serve who have a record of abusive relationships and have had previous criminal convictions? That would be hard to defend in a court of law. Would the community understand if we permitted a youth group leader to continue when we knowingly allowed such a person to volunteer or be in our employment? Ronald Price, the teacher involved in the celebrated local case of abuse had such a record and was approved for teaching by the administration. Do we have such persons leading church groups sponsored by our church or led by church members? Do we have a procedure for insuring that our churches take action to protect the trust of the community in such an event?

Note that in the attached summary of our insurance, we have 36 million in coverage. The question raised by our Financial Secretary is what are the terms and conditions of the coverage? Can churches obtain a copy of the coverage? Would that policy cover us in the event an outside leader of a group which our church sponsored was involved in an incident of sexual abuse? Would the cost of legal defense of the church be covered in such a case? Should we require outside groups to have coverage for their leaders? Would this protect our church?

What can we learn from other denominations about their response to this issue? I understand the Episcopal Church in our area has already taken action to protect each church. As I understand it, they have policy guidelines and a training format for staff.

Let me know if there is anything further that I can do to be helpful in advancing our work in this important area of ministry?

Kindest Personal Regards,

  
Robert M. Armstrong  
Pastor

cc: C. Rowell  
H. Jacob  
T. Hamilton  
J. Deckenbach  
Council

March 6, 1993

To: U.C.C. Churches

From: Jacqueline D. Brown, U.C.C.\*I.A.B  
Francis E. Hayes, Marsh & McLennan, Inc.

Enclosed is your second quarter installment for the insurance program.

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Thank you again for your support and please feel free to contact your agent, Marsh & McLennan or the U.C.C.\*I.A.B. concerning any questions.

The Rev. Robert M. Armstrong  
UNITED EVANGELICAL CHURCH  
945 S. East Avenue,  
Baltimore, MD 21224  
(410) 276-0621

August 18, 1993

The Rev. Dr. John Deckenback  
916 S. Rolling Road,  
Baltimore, MD, 21228

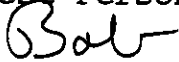
Dear John:

Tom Hamilton referred me to you regarding our questions about Church Insurance to cover potential cases of sexual abuse. We understand that, as a church, we have 36 million in coverage in such instances. Our financial secretary, Harvey Jacob (home 675-3146 or work 327-3350), would like to know what that covers. He has not been able to secure a copy of the statement of coverage. Tom felt you might be able to get a copy for us.

Attached you will find a copy of a letter I sent to Tom regarding this matter. One of the problems our Council sees in the coverage for the Boy Scouts, for example, is that we have no reporting system to let us know if the investigation of the scout leadership has been completed or whether the current leadership has been exposed to the training they claim they have. We, ourselves have no current policy regarding this matter and we probably should. We certainly have no training programs for our Church School teachers or youth group leaders, or staff.

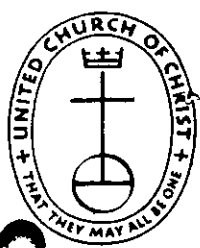
Let me know your thinking regarding this matter.

Kindest Personal Regards,



Robert M. Armstrong  
Pastor

cc: T. Hamilton  
H. Jacob  
C. Rowell, President



Conferences of the  
United Church of Christ  
Insurance Advisory Board

East Coast: 6001 Montrose Road, Suite 700 • Rockville, MD 20852  
West Coast: 1261 E. Hillsdale Blvd. • Foster City, CA 94404

EXECUTIVE DIRECTOR  
Jacqueline D. Brown  
(301) 984-0011  
FAX: (301) 984-3427

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Penn Central Conference

Dorothy Wong  
Northern California  
Conference

September 3, 1993

Reverend Robert M. Armstrong  
United Evangelical Church  
945 S. East Avenue  
Baltimore, Maryland 21224

RE: Letter of August 19, 1993

Dear Reverend Armstrong:

Enclosed are various coverage information which should provide understanding of your program.

To assist with your various questions, we offer the following:

- o Attached is a copy of the Sexual Misconduct coverage part. Presently, it is being revised in order to be clearer to our church body.
- o The coverage provides for vicarious liability which is liability imposed upon a person even though he/she is not a party to the particular occurrence.
- o If a lay leader is involved in an incident involving abuse the response is, what is the nature of the involvement? (This really must be dealt with on a detail basis.)
- o Basically, the answer to the question is yes for legal defense, if the teacher, group leader, is considered to be an insured.
- o Basically, the type of training would be showing teachers what they should and should not do in their respective positions (this can be discussed in greater detail which I am referring to the Office of the Church Life and Leadership, (National Office) as well as the UCC

West Coast:  
(415) 578-1900 • (800) 437-8830 • Fax: (415) 578-8820

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(301) 984-0011 • Fax: (301) 984-3427

President.

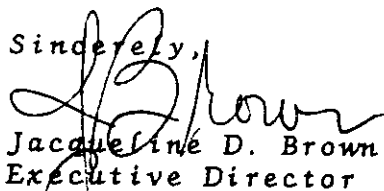
- o Clearly, you should be extremely careful with individuals with criminal histories, as this can lead to contributory negligence on your behalf (this is also referred to OCLL).
- o The guideline issues are being referred to OCLL, and they have loss prevention. Procedures for the stated occurrences.
- o Yes, it is in your best interest to have a set of policies to protect these areas of the Ministry.
- o Yes, all UCC churches should have a set of policies which should be complied with by all.
- o IAB is working diligently to bring clear loss prevention procedures to our entire church body. As soon as it has been formalized for release we will forward to your attention.

I hope that this letter provides some comfort to you pertaining your concerns.

The issues are very valid and we are here to assist in any way possible.

Please feel free to contact us anytime, we consider this to be a very important issue.

Sincerely,

  
Jacqueline D. Brown  
Executive Director

JDB/sab/letters0903c

Enclosure

# Church secrecy revealed in suit over child abuse

SUN 9-6-93

## Damages sought by woman raped as girl by priest

By Frank P. L. Somerville  
Staff Writer

A \$100 million lawsuit brought by a woman who was sexually abused as a child by a Roman Catholic priest is scheduled for trial tomorrow. It provides a public view of the church's secretive handling of clergy misconduct.

Selection of a jury and trial of the case, set to begin before Judge Hilary D. Caplan in Baltimore Circuit Court, coincide with efforts by the Catholic archdiocese to deal with unrelated sexual abuse accusations against another priest, a popular Baltimore County pastor who committed suicide Aug. 21.

The lawsuit raises questions about the adequacy of church officials' response to evidence of sexual abuse by priests.

Richard G. Deakin, 38, a former Capuchin friar whose conviction on rape and child abuse charges in 1990 led to the suit, had a history of deviant sexual behavior, court documents say.

But Deakin's religious superiors allowed him to continue his ministry even though they were aware of his pattern of lewd behavior, the victim alleges.

Among the defendants named along with Deakin are the Baltimore Archdiocese and retired Archbishop William D. Borders.

A central question to be decided by the jury is whether church authorities took reasonable precautions to protect the girl from the criminal advances of the clergyman under their supervision.

Most of the abuse occurred between 1985 and 1987 while Deakin was assistant pastor of St. Martin's Church at Fulton Avenue and Fayette Street in West Baltimore.

The defense lawyers claim the girl

was guilty of contributory negligence because she did not report to the priest's superiors or to the police what he was doing to her at that time.

Now 21, she was 13 when the three-year sexual relationship with the priest began. In 1990, more than two years after it ended, she told her mother, who called police.

Court documents say Deakin's child abuse began with fondling in 1985. After January 1986, he and the girl were having intercourse five times a week. The locations were the priest's bedroom in the friary, his office, the church basement, Sunday School rooms and the parish automobile.

A significant aspect of the case is that Judge Caplan, in a ruling April 20 last year, blocked efforts by archdiocesan attorneys to force the names of the sex-abuse victim and her mother into the public record.

Traditional pseudonyms, Jane and Mary Doe, are being used. That their true identities are known to all the defendants has never been in question.

In at least two earlier civil suits involving a local priest who abused boys in Anne Arundel County, the boys' families had settled out of court to protect their privacy because judges agreed with the archdiocese that trials could proceed only if the victims' actual names were used.

The current suit was filed Jan. 14, 1992. Since then, numerous pleadings and hundreds of pages of documents have been added. The suit alleges that the victim "suffers and will suffer in the future from emotional distress, anxiety, fear, physical anguish, and psychological and emotional trauma."

The court documents say she has received extensive inpatient treatment at Sheppard and Enoch Pratt Hospital in Towson.

In addition to the Baltimore Archdiocese, Deakin and Archbishop Borders, the defendants are the Capuchin Franciscan Order of the

See TRIAL, 3B

# TRIAL

## From 1B

Province of St. Augustine, to which Deakin belonged before being dismissed for getting married Dec. 13, 1989; Monsignor G. Michael Schleupner, formerly chancellor of the Baltimore Archdiocese; and four officials of the Capuchin order, which staffs St. Martin's parish. They are the Very Rev. Francis Fugini, the Rev. John Harvey, the Rev. Ward Stakem and the Rev. William J. Wiethorn.

The suit seeks for the victim \$30 million in damages for each of three counts: negligent hiring and supervision, battery and intentional infliction of emotional distress. On behalf of the victim's mother, the suit is asking for an additional \$10 million in damages.

The decision of Archbishop Borders and the Capuchins to assign Deakin to St. Martin's, the suit alleges, "created an unreasonable risk of harm to its parishioners, especially female adolescents."

Giving Deakin supervision over youth groups, in particular, is described in the suit as "reckless" and "outrageous." It says the priest was long known to have been unable to live a celibate existence.

### Criticized by superiors

Depositions relate that Deakin, who had been in training for the priesthood from the age of 13, was romantically involved with a girl in Annapolis before and after taking the vows of obedience, chastity and poverty.

Despite criticism by his superiors of his repeated use of church money to visit X-rated movie theaters and to obtain pornographic materials, he was ordained to the priesthood in April 1985.

He had been subjected to homosexual advances as a seminarian, according to evidence presented at his criminal trial three years ago. Before being given a 15-year suspended sentence for rape and child abuse under a plea bargain with Baltimore prosecutors, he told the court, "I'm ashamed of my actions, and I'm sorry." He was placed on probation for five years.

While church authorities contend they did not know of Deakin's sexual abuse of the girl while it was occurring at St. Martin's, court papers show that they did learn of his practice of yelling obscenities from the parish car and exposing himself to women on the street.

He was arrested after one such incident on Feb. 17, 1987, after a

woman who had been accosted by him gave the license number of his car to police.

A summary of her deposition says she "did not press formal charges after she was contacted by somebody in authority in the church who assured [her] that Deakin would get help."

### Behavior known

A copy of a Feb. 25, 1987, letter in the court file from Archbishop Borders to one of Deakin's superiors in the Capuchin order reads: "Father was accused of disorderly conduct and soliciting a lewd act. He was informed that formal charges could be placed against him. Fortunately, however, as of this date he has not been charged and, hopefully, will not be charged."

Depositions from four of the defendants — Archbishop Borders and Fathers Fugini, Schleupner and Stakem — indicate they knew of Father Deakin's deviant behavior.

The court records also contain depositions from Auxillary Bishop John H. Ricard; the Rev. Denis J. Madden, a clinical psychologist who determined that "Deakin's psychological protocol suggested the life pattern of an adolescent as opposed to an adult," and Monsignor W. Francis Malooly, the present chancellor of the archdiocese.

After Deakin admitted that his conduct toward the woman on the street was not an isolated incident, court documents say, Father Madden recommended in February 1987 that the priest "be moved out of Baltimore relatively quickly" and added that "the courts were becoming dissatisfied with clergy in those kinds of situations."

However, Deakin was kept in his position at St. Martin's until June, when he was transferred to St. Cecilia's parish in Rochester, Pa., which is in the Diocese of Pittsburgh. Court documents say the reassignment "was made to appear that it was at Deakin's request and as part of normal rotation of personnel."

### Fit candidate

The Capuchins' Father Fugini was required to nominate Deakin as a fit candidate for priestly service in his new parish and to recommend his approval by the Bishop of Pittsburgh. But depositions say that neither the Pittsburgh bishop nor any member of his staff was told about Deakin's Feb. 17 arrest or that he had been sent to Father Madden for psychological counseling.

While Deakin was at St. Cecilia's,

his superiors complained about the cost of numerous long-distance telephone calls he made to Baltimore. If they had checked, the plaintiffs intend, the church officials would have learned that he was calling the victim of his sexual abuse. Court records say he returned to Baltimore repeatedly to have sex with her.

In the summer of 1988, Deakin became involved with a St. Cecilia parishioner, whom he later married. When he was dismissed from the priesthood in 1989, he was told that he was "totally responsible for any and all debts, loans, contracts, liens and legal suits incurred."

### 'Love of her life'

Defense pleadings, as part of the argument that the victim was guilty of contributory negligence, refer to her "affair" with Deakin and describe it as "the love of her life."

In response, the plaintiffs' attorneys told the court, "But Richard Deakin and Jane Doe were neither Romeo and Juliet nor Abelard and Heloise. Rather, she was an extremely vulnerable child who between the ages of 13 and 15 was victimized by a Capuchin friar in his 30s."

Defense attorneys also argued that if the court concerns itself with the alleged negligent supervision of Father Deakin, such "investigation and evaluation of religious ideologies" will be in violation of the First Amendment.

The plaintiffs countered that "the instant lawsuit does not question or challenge any religious belief." The central argument of the suit, they told the court, is that the church authorities "negligently selected a priest who was ill-suited to function as associate pastor, then failed to properly supervise him."

Jury selection and the trial before Judge Caplan — assuming there is no postponement and no last-minute agreement on an out-of-court settlement — could take several weeks.

Lawyers representing the plaintiffs are Robert L. Hanley Jr., Stephen M. Schenning and Christine K. McSherry of the Towson firm of Nolan, Plumhoff & Williams.

Representing the archdiocese are Robert H. Bouse Jr. and Kimberly E. Rice of the Baltimore firm Anderson, Coe & King. The Capuchins are represented by Donald L. DeVries and Amy B. Heinrich of Goodell, DeVries, Leech & Gray, also of Baltimore. Deakin's attorneys are David P. Irwin and Briani C. Temple of the Baltimore firm of Irwin, Kerr, Green, McDonald & Dexter.

George H.

The Rev. Robert M. Armstrong  
UNITED EVANGELICAL CHURCH  
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(410) 276-0621

September 29, 1993

John R. Deckenback  
Conference Minister  
United Church of Christ  
Central Atlantic Conference  
916 South Rolling Road,  
Baltimore, MD 21228

Dear John:

Thank you for your response to my letter concerning the insurance. I am very concerned about the implications of the following items:

1. Page 2

2. Exclusions

c. Any claim against an insured if there is a final legal determination that the insured has committed any criminal or deliberately wrongful act or omission in connection with the "coverage incident."

This seems to leave the Church, Pastor and or Conference wide open to pay for legal defense and or legal judgements.

2. Page 3.

a. An individual, you and your spouse are insured, but only with respect to the conduct of a business of which you are the sole owner.

We are not sole owners of the business - i.e. church

3. Page 9.

"Defense expenses" do not include salaries and expenses of our employees, including employed attorneys, salaries and expense of the insured's employees, fees and expenses of independent adjusters we hire, and interest that accumulates on the amount of a judgement."

In legal response to an incident or allegation, it seems that

the defense expenses and items listed would be among the high cost items.

While we have a 36 million dollar coverage, does it really protect us? I am not an attorney but these items need to be looked at to protect the churches. I have copied the Council and Jackie Brown as per your instructions hoping that Jackie might give us some guidance.

Hope you can help with these issues.

Kindest Personal Regards,

*Bob*  
Robert M. Armstrong,  
Pastor

cc: Jackie Brown  
Council