

TO: CLARENCE ROWELL, PRESIDENT AND COUNCIL MEMBERS

FROM: PASTOR *JMA*

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**

**LIMITS OF LIABILITY**

COMPREHENSIVE GENERAL AND  
NON-OWNED AUTOMOBILE LIABILITY

COVERAGE INCLUDED FOR:

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: f. e. Kays

**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.

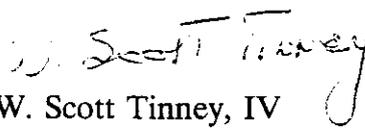
Regarding training of leaders, the BSA provides a youth protection training session to all leaders who take our training courses. We also provide video tapes that are geared toward youth to make them aware of their rights and the potential for abuse. Both of these tapes are available to other organizations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

**REPORT OF THE COMMITTEE ON THE WIC PROGRAM**  
9-28-93

**MEMBERS:** Bucky Carrigan, George Finnerty, Harvey Jacob, Pastor

**BACKGROUND:**

For a number of years the Church has been concerned about the use of the Christian Education Building. Two questions are involved. Are we using this resource to its maximum to serve the mission of the Church? Is there a way to use this part of our plant to produce income for the Church and at the same time advance its mission? In the past a number of options for the use of the Christian Education Building have been considered. One of them was the use of the building for a housing project for the elderly. This was proved not feasible because of the size of the plant and various construction problems which were highlighted in the review.

At our Council meeting on August 7th, we voted to appoint this Committee to review the WIC program and to have the Committee observe the WIC Program at its present location at the John Ivanco Center at 2638 Fait Avenue and report back a recommendation to the Council at its next stated meeting. At this meeting of the Council on Tuesday, September 7th, and after extensive discussion, by a vote of 8 to 3, Council voted to approve this program and requested the Committee to negotiate an agreement with the Maryland Food Committee to house WIC in the Christian Education Building two days a week on Tuesday and Thursday. Further approval would be contingent to a review of the terms and conditions including the size of the donation from WIC and the cost of operating the third floor of the building for this program. The Committee was instructed to report its results and recommendations to the Council for action in the Council's October 5th meeting.

**WHY THE WIC PROGRAM:**

Our neighborhood includes an increasing number of young single mothers in the age group 15-40 who are having babies. This trend is reflected in the larger numbers of baptisms currently experienced by the Church. Some of these mothers are living with men who function in the role of father but because of the youth of these unmarried young men and women and the current recession many of these family units are unstable. This places many of the children at risk of not getting proper nutrition. This WIC program through its certificates

\*enables the mother to purchase approved food to supplement the family's nutrition. In one sense it is like a nutritional head start program.

\*monitors the health of the children, checks on potential cases of child abuse, and provides counselling and support

for the mothers.

\*follows up on clients to insure that food is purchased and used for the purpose for which it was intended.

\*is limited to serving mothers and their children under five years of age. It is further limited to persons in Zip codes 21224 (our area) and to 21231 (Fells point).

\*employs a Social Work Director and Coordinator, a Nutritionist to do health Assessments, three Counselors, and two secretary computer operators.

\*serves 35 persons each Tuesday and Thursday and processes 200 certificates for food each month. The program serves 800 persons per year.

\*the program is one of two such programs supervised by the Maryland Food Committee and is considered to be one the best run and financed programs to combat hunger in the State of Maryland.

**WHY SHOULD THE CHURCH SUPPORT THIS SERVICE IN OUR BUILDING?**  
As presented to the Council, the reasons for the church taking on this program are four.

\*the church is not primarily a social club. It's role is to preach the gospel and to meet human need. As Jesus said "feed my sheep" and "In as much as you have done it unto the least of these my brethren, you have done it unto me", and again "let the little children come unto me for of such is the kingdom of God". What is the mission of our church?

\*the neighborhood church in its ministry is truly alive when we meet the needs of those who live in our neighborhood i.e. when faith meets need.

\*programs such as WIC give us an opportunity to say to young people in the 15-40 age group in our neighborhood that we care about them in their struggle to finance and feed their families and want to participate in their salvation, healing, and well being. Many of these persons are looking for churches which have an integrity about their ministries. One of the WIC counselors is a new member of our church and two WIC counselors have come to their positions through our SUPERPANTRY program. One additional new member of our church has come through the SUPERPANTRY program. Sally Daily, the Director of this program received her training through the SUPERPANTRY program at our church.

\*The outreach mission of our church as defined by the Council, is to bring the message of the gospel to young adults 20 to 40 years of age. This program will bring 800 such adults to our building in a single year.

**FINANCING THE PROGRAM:**

This program can fund \$500 per month as a donation to our operating expense. The entire cost of our oil bill for one year is between \$8000 and \$9000.

**OBJECTIONS TO THE PROGRAM:**

On Sunday, September 12th, after church a meeting was held with Carol and Herb Borkman, Clarence and Carol Rowell, Ed Meyers, Jim Talagsen, and the Pastor. The chief objections to the program as expressed in this meeting were the use of space in the Nursery and Child Care Room for a desk to interview a mother, and the use of a storage room of the Child Care Room for taking weights, heights, and testing children for anemia. In addition there was an objection to the use of the toilets by program participants, and a concern expressed that this program will expose the church to possible inspection by officials from the state government. In addition, there was a concern for the security of the building when the program is in operation. Consideration was given to presenting this program opportunity to the entire church for a vote.

**NEGOTIATIONS REGARDING THIS PROGRAM:**

On September 28th, the Committee met with Jan Del Willson of the Maryland Food Committee and WIC. We negotiated a donation of \$500 per month or approximately \$6000 per year for the cost of utilities and maintenance. Harvey Jacob computed the cost of operating our plant and from his study believed that this figure of \$6000 would be satisfactory from a financial point of view. In the negotiations Jan said that her organization wanted to have the program on one floor and would like us to consider that. She felt the use of space which we would share with the child care program could be a problem in the continued operation. This would mean that ideally, to do the program, we would have to move the Child Care Program to the top floor of our building. We indicated to Jan that our Council would have a decision regarding this program by October 5th.

**SHOULD WE DO THE PROGRAM?**

This is a major opportunity to grow our church. Therefore it must be carefully considered since our policy decision will effect future decisions regarding other options for our buildings.

\*In our opinion none of the objections is basic to evaluating the program. Each of these can be overcome.

\*The real concern of our Committee is that we support this program only if we believe that it fits into the mission of our church and is a proper instrument for preaching the gospel in our neighborhood.

\*To proceed with this program, we must have the support and approval of the Council and members of the church. The program should be presented to Church School teachers for their input and review and possibility to the entire church.

Therefore we recommend that the major focus of our decision in the next meeting of our Council be whether the WIC program fits into our understanding of the mission of United Evangelical Church.

# **Ministerial Ethics Guidelines**

**Presbytery of Baltimore**

**as prepared by the Committee on Ministry  
and its Task Force on Ministerial Ethics**

**April, 1993**

**Enclosed is for first reading  
at the June 17th Presbytery Meeting  
and adoption at the  
September 30th Presbytery Meeting**

6. Pastors shall maintain the highest standards in the counseling relationship in order that healing and comfort may be experienced by the counselees who come with expectations that they will be treated with respect.

## V. Sexual Misconduct

### **A. The Covenant Relationship**

The relationship between minister and people is based upon trust. Repeatedly, Scripture asserts that religious leadership is a covenantal relationship that presumes the trustworthy exercise of power in behalf of those in their care. The role of ministry involves shared expectations that ministers will use their skills and authority for the wholeness and well-being of others.

Because religious leadership is a covenantal relationship, sexual misconduct is a tragic betrayal of trust and an abuse of power. All who enter professional relationships with religious leaders trust themselves to one whom they expect will provide for their care, safety, and justice. Pastoral oversight is a privilege and a trust. This is especially the case for those who are vulnerable and need protection and safe-keeping. Such persons entrust religious leaders with representative and symbolic power in light of the office of ministry and the God in whose name leaders dare to speak, preach, pray, and bless.

Power in ministerial relationships is inevitably unbalanced because of the power associated with the office of ministry as well as the actual power that leaders have in relationships and especially in contexts in which persons trust that their vulnerability will be honored. The mutual consent necessary for an appropriate sexual relationship is not possible in a context in which power is inherently unequal. Persons in religious leadership, like all others in helping professions who have access to people in their most vulnerable moments, are always responsible for keeping appropriate boundaries and assuring the safety of those in their trust.

A betrayal of this trust by the abuse of power is more than a personal tragedy for the offender. Their access to the victim was through their office as a representative of God's love and care. The betrayal is, then, an abuse of a person's spiritual well-being as well as their sexual self.

While Scripture often links the appropriate exercise of power and ministry, we live in a culture that is uncomfortable with acknowledging the reality of power. We hope this policy will help those in religious leadership to acknowledge the responsibility accompanying the exercise of power with which they are entrusted. We are far more likely to abuse such power when we fail to acknowledge it.

### **B. Violations of the Covenant Relationship**

The basic principles guiding this policy, with regard to violation of the covenant within the church are as follows:

1. Sexual misconduct is a violation of any persons who are called upon to exercise integrity, sensitivity, and caring in a trust relationship. It breaks the covenant to act in the best interests of parishioners, clients, co-workers, and students.
2. Sexual misconduct is misuse of authority and power which breaches Christian ethical principles by misusing a trust relation to gain advantage over another for personal pleasure in an abusive, exploitive, and unjust manner. If a leader in the parish or covenantal relationship is invited to participate in any sexual misconduct, it is his or her responsibility to maintain the appropriate role and prohibit a sexual relationship.

## VI. Proper Procedure When Confronting Offenses

### **Preface**

When an offense is committed, the appropriate result may include reconciliation and restoration to fellowship, or the removal of that pastor or officer from his or her duties. These can occur through the agreement of Session and pastor; through consultation with the Committee on Ministry; or, through the result of a disciplinary process set in motion according to the "Rules of Discipline" in the *Book of Order*. If an offense leads to a conviction, although

**TO: COUNCIL**

**FROM: PASTOR**

**DATE: 9-17-93**

**SUBJECT: BETHEL CHURCH PROPOSAL**

I met with Rev. Glen Rogers of the Bethel Church on Thursday, September 17, 1993. Glenn has been Pastor of that church since 1972. He is very enthusiastic about the possibility of that church considering a merger with us and believes that with such a merger, we could establish a strong United Church of Christ presence in this area of the city. He will present the proposal to his Consistory on Sunday, September 19, 1993. If that be approved by the Consistory, he will send us a response in writing for our discussion in our next Council meeting. Let me know if you have any questions about this proposal.

**cc: M. Slechta**

**C. Young**

TO: Council

FROM: Pastor

DATE: 9-28-93

SUBJECT: Merger with Bethel Church

I received the attached letter from The Rev. Glen Rogers and send it to you as a report of that project. Note that the Consistory or Council of Bethel approved the recommendation to their Church that the conversation regarding merger with our church be approved. This recommendation will be presented to Bethel at their Annual Meeting on October 17th.

Let me know if you have any questions regarding this matter.

# Bethel United Church of Christ

3033 EAST BALTIMORE STREET  
BALTIMORE, MARYLAND 21224

Pastor, The Rev. Glen E. Rodgers  
6865 Parsons Avenue  
Baltimore, Maryland 21207

Phones:  
Office: 675-0905  
Residence: 484-0431

Sunday, 19 September 1993

Dear Bob,

Was very pleased that we could have a visit together last Thursday at Hausner's. Today the Consistory met and voted to present to Church Annual Meeting 17 October the invitation to talk about merger with United Evangelical. It will take some talking & arranging.

Thank you & the Council for the consideration of a possible merger between United & Bethel.

We leave for Vermont (Washington, Chelsea & Montpelier) tomorrow, will return by 25<sup>th</sup> at latest.

Thank you again for your "openness" and conversation. I, too, think we would make an impact together!

In Christ,  
Glen

TO: Council

FROM: Pastor

DATE: 8-13-93

SUBJECT: WIC Program

Here is material describing the program. The Program we would house will serve ZIP codes 21224 and 21231. Our work would be under the supervision of the Maryland Food Committee. We would be one of their two sites. On Tuesday, August 17, 1993 at 10:00AM Bucky Carrigan, George Finnerty, Harvey Jacob and I will observe the program at Urban Center #7 at 2638 Fait Avenue. Let me know if you have any questions regarding this matter.



# Maryland Food Committee

2521 N. Charles St., Baltimore, Maryland 21218 / 410-366-0600

August 12, 1993

Robert M. Armstrong  
Pastor  
United Evangelical Church  
3200 Dillon Street  
Baltimore, MD 21224

Dear Reverend Armstrong,

Enclosed please find some background material on the federal WIC program as well as the Maryland Food Committee's original proposal to manage two of the Baltimore City WIC clinics.

I hope this information is useful to the Council in reviewing our proposal to use space in your facility for the WIC clinic. I look forward to seeing you at the clinic on the 17th. Please let me know if you need any more material or information.

Sincerely,

Sally Dailey  
Director of Direct Services

**Eastern Shore Office**

237 Florida Avenue, Salisbury, MD 21801  
410-860-9770

**Southern MD/DC Metro Office**

1 Maryland Avenue, Suite 3, Gaithersburg, MD 20877  
301-670-9344

**Western Maryland Office**

P.O. Box 188, New Windsor, MD 21776  
410-635-8746

## MARYLAND FOOD COMMITTEE WIC PROJECT PROPOSAL

SEPTEMBER 30, 1992

This proposal outlines the terms under which Maryland Food Committee (MFC) enters into a cooperative agreement with the Baltimore City Health Department Women, Infant, and Children Supplemental Food Program (WIC) to assume the management of two Baltimore City WIC clinics. MFC will provide services to eligible clients at two existing clinics; Fait Avenue (#7) and Mt. Zion Baptist Church (#15).

MFC was approached by BCHD WIC and asked to examine the possibility of entering into a cooperative agreement. BCHD WIC is interested in utilizing community resources to expand the delivery of services to the growing WIC client population and to increase the capabilities of the BCHD WIC limited staff. MFC is interested in entering into such an agreement both for the aforementioned reasons, and also so that we may provide employment opportunities to former or current WIC recipients, many of whom have volunteered at Baltimore City WIC clinics through efforts coordinated by MFC. MFC believes that the quality of services can be improved by using trained WIC clients, and that such utilization of clients will make the delivery of services more sensitive to the clientele being served.

MFC intends to operate the clinics in accordance with federal, state and local regulations. This proposal may not specifically allude to all federal, state or local policies, procedures or regulations. The omission of such plans may be due to MFC's lack of awareness of certain policies, procedures, or regulations. Or such omissions or deviations may stem from our interest in operating the clinics in a slightly different manner. Whichever is the case, efforts will be made to resolve problem areas.

### TRAINING:

MFC will require that all project employees participate in a three month training period. There will be an initial one month training period prior to working in clinics. This training will begin October 19th. After one month, MFC staff will begin working in the clinics. The training period will continue for two more months during which time at least one WIC staff member will be present at all times that MFC staff is in the clinics. Thereafter, employees will receive training on an ongoing basis eight hours per month. Some of this training will be provided by MFC staff, but the majority of training will be provided by a WIC certified CPA. MFC is willing to assist with the coordination and facilitation of the training done by WIC personnel as requested by the WIC CPA. The training to be provided by MFC and BCHD WIC, respectively, is as follows:

#### TRAINING PROVIDED BY MFC:

- > Basic Clerical Skills and Office Protocol
- > Employee Relations and Effective Communication
- > Cultural Diversity
- > Conflict Management and Resolution
- > Interviewing and Counseling Skills

#### TRAINING PROVIDED BY BCHD WIC:

- > WIC Regulations and Administrative Procedures
- > Health Assessment Procedures
- > Voucher Distribution
- > Determination of Eligibility and Certification Procedures
- > Confidentiality of Participant Information
- > Breastfeeding Information and Promotion Techniques
- > Smoking Cessation Interventions
- > Referral Procedure and Available Resources
- > Civil Rights
- > WICNET Computer Training
- > Dietary Intake and its Relation to Nutrition
- > CPPA Modules: Will be partially completed during initial training period, and continued at the rate of eight hours per month. All project employees will complete CPPA modules within 6 months of start date. MFC is willing to assist in the modification of the modules as deemed necessary to meet the needs of the trainees. Any modification of the modules would not change the fact that they are available for anybody's use.

#### STAFFING:

- 1 Office Assistant
- 2 Nutrition Aides
- 1 Nurse (Provided by BCHD)
- 1 Coordinator

The full time equivalency for all 5 of these positions is 100%.

MFC will hire 2 Nutrition Aides and 1 Office Assistant for each clinic. Each clinic will be open two days per week, and employees will work 8 hours per day. Employees will either be hired to work 40 hours per week (2 days at each clinic) or 24 hours per week (two days at one clinic). In addition, each employee will have one day to do paper work and other administrative duties. The hiring decisions will be based on the needs of the clinics as well as the availability of the best qualified applicants. In addition, one MFC staff member will coordinate the project on a full time basis. The coordinator will be at the clinics to troubleshoot, handle difficult situations, research problems, cover staff absences, assist when there is a high volume of clients, complete and respond to required reports and oversee general administrative procedures. The coordinator will be responsible for efficient, rapid delivery of services by clinic staff.

A WIC certified CPA (nurse) will be provided by BCHD to work at the MFC managed WIC clinics. The CPA will be present at all times the clinics are open (32 hours per week). The CPA will be responsible for the following duties:

- > Perform finger sticks
- > Perform health assessments
- > Plan, conduct and evaluate monthly nutrition education sessions
- > Authorize non-standard infant formula
- > Make home visits
- > Manage high risk cases
- > Authorize certain risk codes for nutritionally significant conditions
- > Authorize special food packages
- > Provide ongoing training needed for completion of CPPA modules (8 hours per month)
- > Review all certifications completed by non-CPPA's and a percentage of certifications (as required by regulations) completed by CPPA's

Any employee that regularly works over 30 hours per week will receive health insurance through MFC. All employees will receive paid holidays, sick leave, vacation leave and personal leave.

All employees will be required to have either a high school diploma, GED or relevant work experience. Nutrition Aides will preferably have additional training or experience in the medical or nutrition field.

MFC's general liability insurance plan does not cover medical procedures, such as finger sticks, that are performed at WIC clinics. BCHD will provide MFC with an insured BCHD employee to perform finger sticks and health assessments for the duration of the contract (through June 30th, 1993).

No MFC employee working on the WIC project will participate in lobbying efforts related to WIC. If MFC WIC project employees do engage in lobbying activities that are unrelated to WIC, all employees will abide by reporting procedures as required by state or federal regulations.

#### LOGISTICS:

BCHD will provide the following to MFC:

- > Administrative oversight
- > Technical Assistance as requested
- > 2 day-long staff development sessions per year. The first will be on October 30th, and the second will be approximately 6 months later.
- > Monitor provision of services on a quarterly basis using same format used to monitor other Baltimore City WIC clinics
- > House and archive files of terminated clients
- > Provide office, medical and educational supplies as requested
- > Arrange for pick-up of infectious waste as requested

- > Arrange courier services
- > Provide services for large quantity xeroxing and/or printing
- > Provide services for mass mailings
- > Telephone expenses
- > Pay rent for the two clinic sites and manage contracts with site owners that includes proper cleaning and maintenance of facilities
- > The following equipment will be in each of the clinics and in working order at the time MFC assumes management of the clinics: adult scale, infant scale, infant measuring board, hematocrit equipment, phones, file cabinets, locked closet or cabinet, and computers within 6 months
- > Repair and/or replacement of equipment as needed
- > Complete copy of modules and all policy manuals
- > Include MFC WIC project employees in all in-service trainings, conferences and coordinators meetings

MFC will be responsible for the following:

- > Determining eligibility and certifying clients
- > Performing health assessments (with the exception of finger sticks if MFC is not provided with adequate insurance coverage)
- > Distribution of vouchers
- > Preliminary nutrition education contacts including providing appropriate, practical and accurate nutrition education messages to low risk participants
- > Making appropriate referrals
- > Scheduling clients
- > Performing certification and voucher audits
- > Carefully handling equipment
- > Participating in 2 day-long staff development sessions provided by BCHD WIC Program
- > Maintaining required logs. Including, but not limited to: voucher courier delivery log, voucher issue register, missing food instrument log, and verification of certification card log
- > Generating required reports on required schedule. Including, but not limited to: Dual participant reports, required budget materials, no-show report forms, certification reviews and program evaluation self review
- > Completing time studies. The first study will be completed in April 1993. Should the contract be renewed, the next time study would be completed by October 1993 and time studies would, thereafter, be completed on an annual basis
- > Meet agreed upon performance standards. Will reach target participation rate within 5 percentage points by April 1, 1993. Thereafter MFC will continue to meet target participation rate within 5 percentage points which will be monitored by BCHD WIC Program on a quarterly basis. If MFC exceeds the target participation rate, MFC will be reimbursed at the rate of \$6 per month per participant over target participation goal. BCHD receives this money from the state and will pass it on to MFC.