

Safeguarding Policy, Procedures and Guidance – Amendments

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Resolutions	52/1. The Council receives the Report. 52/2. The Council notwithstanding any final authority of the Conference to approve guidance published in the <i>Constitutional Practice and Discipline of the Methodist Church</i> , delegates authority to the Chair and Secretary of the Council, and the Conference Officer for Legal and Constitutional Practice to approve the final text of new procedures and guidance. 52/3. The Council directs the Conference Officer for Legal and Constitutional Practice, following consultation with the Safeguarding Committee, to present to the Conference any amendments to Standing Orders required by the recommendations set out in paragraph 6 and 7 of this report.

Summary of Content and Impact

Subject and Aims	The amendments and additions to the current Safeguarding Policy, Procedures and Guidance are required to ensure that that the policy reflects recent legislative changes, statutory guidance and current best in the field of safeguarding. The proposals to amend Standing Order 010 and Book VI Part 4 are to provide greater clarity and updated procedures relating to the management of those who wish to engage with the Methodist Church and may present a safeguarding risk.
Main Points	The proposed amendments include: <ul style="list-style-type: none"> • updates to sections of the policy which refer to legislation, statutory and government guidance which have changed during the last year • enhanced procedures relating to the instigation of safeguarding contracts to recognise effective practice within the Methodist Church • additional procedures drawn up to support new provisions added to Standing Order 690 in 2017 for the review and removal of safeguarding contracts • minor amendments to the Safeguarding Policy, Procedures and Guidance requested by safeguarding officers in churches, circuits and districts • proposal for revision of Book VI Part 4 in line with the new safeguarding contract procedures detailed in this paper • the inclusion of those on DBS barred lists in Standing Order 010.
Background Context and Relevant Documents (with function)	Relevant Documents: The Data Protection Act (2018) Working Together to Safeguard Children (2018) Information sharing: advice for practitioners providing safeguarding services (2018) Keeping Children Safe in Education (2018) The Safeguarding Vulnerable Groups Act 2006
Consultations	District Safeguarding Officers (safeguarding contract procedures/amendment of Standing Order 010) Safeguarding Committee (review of Book VI Part 4 and amendment of Standing Order 010)
Impact	Minor changes to SO 010 and clarification of the safeguarding procedures in Book VI Part 4 of the Constitutional Practice and Discipline of the Methodist Church (CPD)

Updates of new legislation and guidance

1. The General Data Protection Regulation (GDPR) was introduced in May 2018. The Data Protection Act (2018) made provision for the processing of data without consent for safeguarding purposes relating to adults and children. In the last few months, several key pieces of statutory and government guidance were updated to recognise these changes. While amendments to the Safeguarding Policy, Procedures and Guidance were made prior to the introduction of GDPR, the updated versions of other documents were not made available at that point. Under the Constitutional Practice and Discipline of the Methodist Church (CPD), the Safeguarding Policy, Procedures and Guidance provide the fundamental basis of safeguarding practice in the Church. It is therefore important that they reflect current legislation.

New Safeguarding Contract Procedures

2. In 2012, legislative changes were introduced to provide a right of review and removal from the sex offenders' register following a UK Supreme Court judgment. This allowed those who were subject to indefinite registration to apply for a review. The 2017 Conference approved the introduction of a right of review for those who are the subject of a safeguarding contract and who wish to apply for removal or significant amendment. This has necessitated the provision of additional procedures to guide this new process and to ensure effective risk assessment prior to removal. The new procedures are intended to increase transparency and provide a clear and accountable process.
3. Closer partnerships between districts, circuits and churches have been developing over the last few years in respect of safeguarding contracts and it is recommended that the safeguarding contract process should reflect that interaction. This will ensure that risk assessment with evidenced, defensible decision-making is at the core of safeguarding contract activities.

Amendment of Book VI Regulations Part 4:

The Church and Sex Offenders: Procedures Necessary for Offenders to be Involved in a Church Community.

4. The guidance in Book VI Part 4 is now in need of review and significant amendment as a result of the following changes:
 - greater public awareness of data protection rights following the introduction of GDPR and the Data Protection Act 2018 which require clarity of policy and procedures around sensitive safeguarding activities
 - a change to Standing Order 010 in 2017 which placed restrictions on the appointment of those with convictions or cautions for offences under Schedule 15 of the Criminal Justice Act 2003. This change recognised that those that perpetrate abuse do not always have sexual convictions but may still present a significant public protection risk. It is proposed that the guidance should take account of this change.
 - A change to Standing Order 010 in 2017 which allowed for a Safeguarding Panel to deem that an individual could be deemed to present a serious risk of significant harm following risk assessment and therefore be subject to restrictions to appointment and a safeguarding contract, without a conviction or caution. Therefore, the use of the term 'offender' throughout Book VI Part 4 is no longer appropriate.
 - The current guidance places responsibility for a wide range of activities on the local church. Developments in practice, which highlight the importance of defensible decision-making and risk assessment, have required district safeguarding officers to take an active role in the introduction of contracts. This shared responsibility and effective partnership between safeguarding officers and local churches has developed in practice and should now be recognised in the guidance.

- Book VI Part 4 currently contains insufficient procedural information to support those initiating contracts. Conditions included in a contract must link to specific risks related to the circumstances and the individual, based on appropriate, current data.

Addition of those included in Disclosure and Vetting Service (DBS) Barred Lists to Standing Order 010

5. It is proposed that those who are included in Disclosure and Barring Service barred lists prohibiting them from working with vulnerable adults and children should be added as a named category in Standing Order 010 2(i). This would demonstrate compliance with the Safeguarding Vulnerable Groups Act 2006. By including barred individuals as a named group, there would be no need for Safeguarding Panels to consider whether they 'otherwise pose a risk to children, young people or vulnerable adults' as this has already been defined during the process undertaken by the Disclosure and Barring Service.
6. It is also proposed that those who are included in a children or vulnerable adult barred list are added as a named category to Standing Order 010(2)(ii). This would result in an automatic requirement for a safeguarding contract, without the need for a Safeguarding Panel to conclude that the person presents a significant risk of serious harm. An individual's presence on the barred list already confirms the seriousness of the risk presented and it is therefore defensible to apply a safeguarding contract without further recourse to a Safeguarding Panel.
7. Parties included in barred lists of those who cannot work with children and vulnerable adults do not necessarily have convictions or cautions for relevant offences and may have a recent DBS certificate obtained prior to the barring decision. Due to the increased demand on Safeguarding Panels responding to requests for removal of safeguarding contracts and other serious matters, it is important that only those cases that do require a high level risk assessment and decision-making are referred to a Panel. The need for a proportionate, cost-effective and prompt response is also relevant.
8. A right of appeal remains available via Standing Order 010(5).

*****RESOLUTIONS**

52/1. The Council receives the Report.

52/2. The Council notwithstanding any final authority of the Conference to approve guidance published in the *Constitutional Practice and Discipline of the Methodist Church*, delegates authority to the Chair and Secretary of the Council, and the Conference Officer for Legal and Constitutional Practice to approve the final text of new procedures and guidance.

52/3. The Council directs the Conference Officer for Legal and Constitutional Practice, following consultation with the Safeguarding Committee, to present to the Conference any amendments to Standing Orders required by the recommendations set out in paragraph 6 and 7 of this report.

Methodist Church Safeguarding Policy, Procedures and Guidance – Amendments relating to Safeguarding Contracts

The following sections have been extracted from the current policy with additions in *bold and italic* with [...] indicating a deletion. The current policy is accessible via the Methodist Church website at www.methodist.org.uk/for-ministers-and-office-holders/safeguarding/policies-procedure-and-information/policies-and-guidance/.

Proposed New Version

4.7 Responding well to those who might pose a risk

This should be read alongside the section *Responding well to a safeguarding concern* (Section 4) [...]

The Church aims to provide pastoral care for all its members, including those who are suspected of causing harm or have caused harm to others. However, in this context, such care must be provided in a way that prioritises the safety of other church members, while enabling the person who poses a risk to worship and be a part of the church community. [...]

[...] **What is a Safeguarding Contract?**

A Safeguarding Contract is an agreement made locally or following a Safeguarding Panel to facilitate involvement in roles, responsibilities or activities in the life of the Church or attendance at worship within the Methodist Church (as appropriate). This was formerly known as a Covenant of Care. A Safeguarding Contract will be put in place following risk assessment activity.

Interim Safeguarding Contracts are temporary arrangements put in place to address potential safeguarding concerns during an internal or external investigation, inquiry or process. This may include criminal investigations, assessments by child or adult social care services and internal inquiries undertaken via Methodist complaints, discipline or safeguarding procedures. Interim Safeguarding Contracts will be put in place by the District Safeguarding Officer (DSO) in consultation with relevant colleagues from within the Church or external agencies as required by the circumstances. A contract of this nature will be kept under review by the DSO to ensure that it remains appropriate and addresses the safeguarding risks as the situation progresses.

When is a Safeguarding Contract Appropriate?

A Monitoring and Support Group (MSG) and Safeguarding Contract are required *when a person:*
i) has been convicted of or who has received a simple or conditional caution in respect of an offence referred to in Standing Order 010 (2); or
ii) in respect of whom the Safeguarding Committee has made a recommendation that clause 2 below should apply
worships in a local church.

(Standing Order 690, Constitutional Practice and Discipline of the Methodist Church.)

(Clause 2 relates to the setting up of a Monitoring and Support Group and Safeguarding Contract.)

The offences that are included in Standing Order 010 (2) are those under the Sexual Offences Act 2003 and Schedule 15 of the Criminal Justice Act 2003.

A *monitoring* and support group can be set up prior to a prison release, or following one, where the offender is no longer supervised by probation **services** and where there have been no convictions but serious concerns exist. Advice should be sought from the DSO and District Safeguarding Group.

Information Management

In all cases, where a Safeguarding Contract is being considered, there is a likelihood that special category personal data and criminal data (as defined in the General Data Protection Regulation) may be processed. This brings clear responsibilities for handling data securely and the manner in which data is sent or shared must be considered carefully. It is easy to forget that in many cases,

the general public may be less supportive of efforts to rehabilitate those connected to certain types of offending. The inappropriate release of information to an unauthorised source could put the person and their family at risk in the community.

4.7.1 [...] Preparing for a Safeguarding Contract

When it becomes evident that a safeguarding contract may be necessary for any of the above reasons, the DSO must be informed, if they are not already engaged in the process. This should be the DSO of the district in which the subject intends to engage with the Methodist Church but it may also be necessary to liaise with ministers and safeguarding officers from another district if there has been previous contact there.

The DSO and the minister in pastoral charge or circuit superintendent will need to oversee the following activities:

- ***Producing a risk assessment***
- ***Arranging a meeting with the subject of the contract to provide relevant information***
- ***Identifying suitable people to become the chair and members of the Monitoring and Support Group and assembling them.***
- ***Drawing up a safeguarding contract***

The above activities may be undertaken by another suitably experienced and/or qualified member on behalf of the DSO and minister in pastoral charge with their agreement. In each case, it is for the minister in pastoral charge or circuit superintendent to work closely with the DSO and make appropriate arrangements.

In some cases, contact may be initiated with the Church by a police or [...] offender manager on the release of a party from custody or their arrival in the local area. It may be helpful to speak to a prison chaplain if ***it is known that the party wishing to participate in the life of the Church has had contact with them.*** In other cases, a representative from the Church will approach the police or probation services when they become aware that a party wishing to engage with the Church has a conviction or caution for an offence specified in standing order 010.

Officers from statutory agencies, who are unaware of the Church's safeguarding provisions, may ask for confidential disclosure to one party. It is of critical importance that the Church's safeguarding structure is explained to ensure that the officer is aware of the need for appropriate information sharing within the Church. The leaflet "Safeguarding – Working with the Methodist Church: A guide for statutory agencies" (tbd) explains how the MCB manages safeguarding situations.

Where the person is subject to supervision by probation services, the relevant officer should be contacted, prior to any contract being put in place. Where a person subject to a contract is on the Sex Offenders' Register, contact must be made with the police officer supervising that person, prior to any other arrangements being made. This may be in addition to any contact made with probation services.

Where the party is engaging with children and/or adult services, contact with the relevant social worker should take place.

The following activities will be undertaken by the DSO:

- ***Liaising with statutory authorities and other relevant organisations***
- ***Producing (or overseeing) the risk assessment***
- ***Overseeing the drawing up of a safeguarding contract***
- ***Initial briefing of the Monitoring and Support Group members***
- ***Training the Monitoring and Support Group members***

4.7.2 Making contact with police or probation services

The following information should be sought: confirmation of any convictions or cautions including the dates of offence and sentencing

- ***the circumstances of the offence(s) such as age and sex of the victim, situation in which the offences took place and how barriers to offending were overcome (e.g. victim's resistance, protective parties who might have intervened)***
- ***details of police bail conditions where there is a police investigation in progress or court bail conditions if the case has progressed to the courts***
- ***information about any court orders in place, including conditions and the period of any order***
- ***licence conditions or probation requirements***
- ***confirmation of oversight by MAPPA, MARAC (where appropriate)***
- ***details of police management on the Sex Offenders' Register, including regularity of home visits and assessed current risk level***
- ***clarification of any relevant factors relating to the case where no prosecution or no conviction took place.***

For further information on any of the above, see the glossary at the end of this section.

Why is contact with statutory agencies (police, probation services, adult and child services etc.) so important?

a) To confirm information provided

It is often difficult for a person with sensitive convictions or personal circumstances to share the details of what happened fully and openly. There is a natural tendency to minimize the seriousness of what happened or to re-tell the events from a position that will evoke sympathy for the party speaking. This may be due to embarrassment, fear or regret. Some people will be engaging with the Church to set off on a new path and change their lives. They may fear being judged or being restricted from involvement. Unfortunately, in some cases, those who would seek to harm others try to hide past behavior that might lead others to act with caution. It is important that the person's relationship with the Church is honest and open from the start. This is required so that any safeguarding risks are managed effectively, based on correct information.

b) To reinforce that the Church's commitment to creating a safer organisation

Bearing in mind, that the Church is often a refuge for those who have suffered harm or are vulnerable, it is essential that risk assessment and management is as comprehensive and well evidenced as possible. Research evidence has shown that those who could cause harm may consider their actions if they perceive that the safeguarding environment is robustly managed. Therefore, if those who are setting up Safeguarding Contracts and Monitoring and Support Groups are confident and work effectively with statutory agencies, they can actively reduce the potential for harm. Some people may feel concerned that interacting with statutory agencies is a betrayal of trust placed in them by the subject of the contract. This is not the case and the strongest relationships with the Church are based on transparency and clear boundaries. This often helps the person to follow a path that is safe for them and those around them.

4.7.3 Meeting with the subject

The meeting with the subject of a Safeguarding Contract should be undertaken by either the DSO, minister in pastoral charge or circuit superintendent.

The meeting should cover the following areas:

- ***information about the process of putting a Safeguarding Contract and Monitoring and Support Group in place.***
- ***arrangements for pastoral care***

- *an opportunity for the subject to explain their personal circumstances, allegations, and convictions*
- *an exploration of the nature of safeguarding risk and how this is handled in the Methodist Church*
- *consideration of the nature of any risks to those who are already engaging in the local church*
- *clarification of their wishes about the activities they wish to undertake and level of involvement with the Church.*
- *support networks available to the subject such as family circumstances, friends*
- *other positive aspects such as employment, voluntary work or activities.*
- *an opportunity for the subject to consider what positive outcomes he/she would like to work towards as part of their engagement with the Church*
- *how the Church can assist the subject with positive objectives.*

It is helpful to initiate a conversation that allows an opportunity for the person to reflect on how they have arrived in their current situation. This will provide a clear understanding of the person's perception of past and current events and acknowledgement of any potential risk. This should be undertaken without judgement but with respectful uncertainty, so that the person is given a realistic idea of the opportunities that may be open to them. It may become apparent that the church the subject wishes to attend cannot facilitate their engagement. This could be because of the presence of vulnerable members of the congregation or because there are insufficient oversight or members of the congregation to undertake this role. If this is the case, it should be acknowledged as soon as possible and alternative options provided that may be more appropriate.

4.7.4 Identifying a Chair and Monitoring and Support Group Members

In some circuits and churches, there is a great deal of experience of working with subjects of Safeguarding Contracts and as part of Monitoring and Support Groups. In other locations, this may be the first occasion on which a group is to be formed. Where a Safeguarding Contract is requested by a Safeguarding Panel, there may be specific recommendations about the sort of experience or parties required to be included in the Monitoring and Support Group. The following principles should be considered in identifying suitable members for Monitoring and Support Groups:

- *The group should comprise about five people including the minister in pastoral charge and any person who has agreed to offer pastoral support or accompany the subject of the Contract in worship or other church activities. [...]*
- *The group must include at least one person from the local church. It is helpful to include at least one person who has a safeguarding background from inside the Church or outside e.g. previous roles in teaching, youth work, social work, probation services, policing, health or other safeguarding activities. This can help to bring confidence to the Group as a whole.*
- *The group should be balanced in point of view so that considerations do not become unduly negative or unquestioningly supportive of the person who is subject to the Safeguarding Contract.*
- *It is always useful to include someone with an independent view from beyond a particular church or circuit. This could be in the form of a DSG member, retired supernumerary minister from the district or outside or an invitation to the relevant police or offender manager to become more involved.*
- *Members may need to have a robust attitude both in terms of the nature of offending that may be discussed and the likelihood of challenge by the subject of the conditions put in place.*
- *An effective relationship with the DSO is essential to ensure that the local church is supported in undertaking this role and feels confident to respond to any challenges.*
- *There is no expectation that everyone taking part as a member will have had professional or voluntary safeguarding experience in the past. They will be given a clear briefing by the DSO before the first full meeting and additional relevant training opportunities to support this work.*

- ***It is not necessary that all members are in full agreement with each other at all times and a diversity of opinions is a healthy approach when discussing issues. The ability to listen to others and respond constructively to differences in opinion are key principles for successful engagement.***
- ***Conflicts of interest should be carefully considered. The efficacy of any group may be harmed by vested interests or circumstances where independent consideration of issues is not possible.***
- ***The DSO should not be a full member of any group as their role is to provide ongoing support and advice from a position outside of the group. This is particularly important with regard to the removal of a safeguarding contract where the independent opinion of the DSO, among others is an important contribution to the decision making.***

4.7.5 Producing the Risk Assessment

In many cases, the DSO will complete the risk assessment and draft the Safeguarding Contract on behalf of the local church. However, if another party feels able or has suitable experience to undertake this activity, it can be done by them with the DSO providing guidance and oversight. Any party undertaking a risk assessment should review relevant sections of the Methodist Church Safeguarding Risk Assessment Policy & Procedures which provides additional guidance about this type of activity [Click Here](#). The subject of any assessment should be provided with a privacy notice and requested to complete the form acknowledging receipt of information and providing communication preferences.

The Methodist Church is committed to a right of public worship and will make every effort to facilitate those who wish to engage in these activities. The risk assessment provides the justification for the measures put in place and will provide a defensible record if the Contract is subject to review or challenge. There should be a clear link between the risks identified and the solutions put in place to manage the issue, acknowledging current factors that mitigate risk. Further detail about how to conduct a risk assessment prior to setting up a Safeguarding Contract can be found in the Methodist Church Risk Assessment Policy and Procedures. Standard template forms for district risk assessments when setting up a template should be used. These can be accessed via the Methodist Church website.

4.7.6 The Safeguarding Contract

While the risk assessment necessarily focuses on concerns, the Safeguarding Contract has a much wider remit. It should also be used to demonstrate the Church's commitment to support objectives, which will help the person move away from the concerns of the past and towards a more positive situation. In order to achieve the maximum engagement with the Monitoring and Support Group and the Safeguarding Contract, the subject must understand why restrictions are being put in place and feel that the Church wishes to improve the subject's future. Therefore, careful thought should be given to the indications given in the initial discussions with the subject to explore their view of the future and how the Church can help towards positive lifestyle changes and goals. These should form part of the commitments given by both the Church, the Monitoring and Support Group and the subject in developing a partnership approach.

Tips for creating an effective Safeguarding Contract

- 1) ***Do not rely solely on the subject to agree not to behave in a certain way, without some form of monitoring that will determine whether they have complied.***
- 2) ***Consider carefully the location of where they will engage with the Church and make relevant provisions for toileting, refreshments and movement around the location as appropriate.***
- 3) ***Where specific actions are included, make sure they follow SMART goals (Specific, Measurable, Achievable, Realistic, Time Framed). Whether this relates to the subject completing some training or arrangements for support, using SMART goals will help keep everyone on track to achieve movement forward.***
- 4) ***Do not forget to include conditions that commit the MSG to following Methodist Church safeguarding policy, procedures and standing orders, safe information sharing and pastoral***

- support. This will confirm that the MSG are working for the best interests of all parties.*
- 5) *The document needs to be signed and dated by the subject of concern and by the church representatives.*
 - 6) *The contract should involve the subject's family where possible, if they are engaging [...] with the Church.*
 - 7) *Each contract should be specific to the individual, any safeguarding risks and the circumstances of engagement. Using this approach, will increase engagement and accountability.*

Additional Issues that may need to be considered in the contract:

- Residential events
- Events in another church or church organisation, circuit or national events (a joint agreement is often desirable in these circumstances)
- Finding another church, circuit or district when there are victims/survivors in the preferred area.

[...]

The draft Safeguarding Contract should also be shared with the supervising police officer and/or offender manager who has had previous contact with the DSO. That officer should be requested to review the contract for suitability to address risks of which they are aware. This is an important step to developing partnership working. It will also make sure that someone who may have more information than it is possible to release to the Church has oversight of the proposed arrangements.

Over time, the regularity of the meetings may be reduced if all parts of the contract are being fulfilled. The minimum provision would be an annual, recorded discussion between the minister, local safeguarding officer and DSO or appointed DSG member and the subject.

4.7.7 The Monitoring and Support Group

[...]

4.7.7.1 Preparatory Meeting of the Monitoring and Support Group

The subject does not attend the preparatory meeting of the MSG. The purpose of the meeting is to prepare the members for undertaking their role. This is for the group to become familiar with each other, to be briefed about the relevant policies and procedures and to ask questions or raise concerns, prior to formally meeting with the subject. This is usually led by the DSO, with the minister in pastoral charge or the circuit superintendent in attendance.

Copies of key procedural documents or relevant extracts may be provided prior to the meeting or at the time, in addition to the provision of a verbal explanation. The members should be clear about their responsibilities and feel confident about what they are undertaking by the end of the preparatory meeting.

The following items may be considered relevant material for briefing members of a MSG:

- ***Standing Orders 690, 010, 232-237***
- ***Methodist Church Safeguarding Policy (particularly sections 4, 7 and the glossary)***
- ***Information Sharing for Practitioners (2018) – government guidance***

Particular reference should be made during the briefing to information sharing and confidentiality requirements. All members of the Monitoring and Support Group should be requested to sign both a confidentiality agreement and be provided with a privacy notice. These forms should be completed before information about the subject and his/her circumstances is provided to any party. It may be helpful to show these documents or provide a copy if the subject

is concerned about confidentiality or information handling. A standard confidentiality agreement can be obtained via the Methodist Church website. [link to confidentiality agreement](#)

The DSO or minister in pastoral charge will provide a briefing about the safeguarding concerns that relate to the subject of the contract. If a Connexional Risk Assessment has been undertaken, the summary of that risk assessment will be provided to the Monitoring and Support Group. Alternatively, if there has been no Connexional Risk Assessment, the district risk assessment will be provided. In both cases, the draft Safeguarding Contract will also be made available for comment by the members. This may take place prior to the meeting to allow members time to consider the documents in advance, as long as confidentiality agreements and privacy notices are already in place for those receiving the information.

There have been some issues raised about the level of information that should be shared with a Monitoring and Support Group. Sufficient information should be shared to allow the Monitoring and Support Group to make reasoned and evidenced decisions and understand the risks that may be present. However, automatic, blanket disclosure of all known information is not advised. DSOs are able to share extracts or the whole of a Connexional Risk Assessment if they feel the circumstances mean this is an appropriate and legitimate course of action to inform risk management. If this is being considered, the DSO will record in the relevant case file the reasons that this was deemed necessary.

All members of the MSG should be asked if they have any questions and encouraged to air their concerns about taking on this role. This will encourage open communication and support between group members and may prevent issues developing in future.

4.7.7.2 First Full Meeting of the Monitoring and Support Group

The first full meeting will include the subject and the MSG members. A note taker should be identified for this and all meetings. The DSO and circuit superintendent or minister in pastoral charge should attend where possible. They may provide an initial briefing, respond to queries and their presence will demonstrate unity of purpose and action.

The subject may have been provided with a copy of the draft safeguarding contract as agreed by the preparatory meeting of the MSG, prior to the meeting. The contents should be discussed and an opportunity provided for the subject to raise concerns or questions. Where possible, the Safeguarding Contract should be agreed and signed by all parties at this meeting.

Following this and all meetings, there should be a short period of time spent reviewing the outcome of the meeting after the subject has left and discussing any issues that may have arisen. This will also allow for questions that have been raised during the meeting to be discussed and arrangements made for them to be passed on to the DSO or DSG (as appropriate).

Notes of the main meeting should be shared with attendees and sent via secure means.

4.7.7.3 Future Meetings

Following the first meeting, the chair of the Monitoring and Support Group will take responsibility for coordinating the group. If a District Safeguarding Group (DSG) member is allocated to the group, the chair will ensure they are invited to meetings. Arrangements should be made by the chair for feedback to the DSO after subsequent meetings. It is the group's role with the support of the minister in pastoral charge to provide appropriate monitoring and support of the subject in their engagement with the church.

At each meeting the following issues should be discussed:

- *Provision of an opportunity for the subject to reflect on what is working well and what has not been so successful*
- *Consideration of the Safeguarding Contract conditions including where concerns may have become apparent and where significant positive actions have been demonstrated.*
- *Clear challenge of any action that may be causing concern and agreement with the subject of steps to be taken to address the concern.*
- *Recognition of progress towards any agreed goals and objectives or next steps*
- *Identification of any questions or queries about the contract or its operation that may need to be passed on to the DSO or DSG*
- *Evaluation of support in place and consideration as to whether additional support is required.*

4.7.7.4 Non-Compliance

The most appropriate way to deal with issues arising around compliance is to tackle the situation with transparency at the earliest possible opportunity. This can often prevent an escalation or continuance of the situation and bring the subject back on track and in line with their Contract. It can also prevent ill feeling if further action is required at a later stage. While it can be difficult and challenging to raise concerns about non-compliance, the subject of the Safeguarding Contract should be advised of the behaviour which is causing concern and any breach of the conditions which has taken place by the chair of the MSG or other nominated member of the group. Information about any concern or breach must be clear and factual, with the inclusion of details about when and where the concern arose or the breach took place. This may be confirmed in writing or recorded via the notes of the next MSG, where appropriate. The subject should be encouraged to discuss the concern so they have an opportunity to clarify the circumstances and work with the MSG to resolve the issues, where possible.

The DSO must be advised of any concern around compliance at the earliest opportunity so that support may be offered to the MSG in dealing with the situation.

Where the subject is being actively managed by police or probation services, the relevant officer should be informed of any serious or longstanding concern around compliance and must be informed of any breach of civil order, registration, probation requirement or criminal activity relevant to safeguarding in the Church or outside. The chair of the group should take advice from the DSO if this occurs as soon as possible.

4.7.7.5 Changing Circumstances

When officers and ministers change in the church or a member of the group is unable to continue, it is important to maintain the continuity of arrangements pastoral support and monitoring by planning for contingencies in advance where possible. Where any change to the membership of the group is necessary, the minister in pastoral charge must be informed and appropriate information passed to any new member to allow them to undertake their role fully.

If the subject is moving to worship in another circuit or at another local church, there is a duty upon the minister from the original church or circuit to inform the minister in the new location. It is for the minister in the new location to ensure that arrangements continue if the subject wishes to continue their involvement with the Church.

(See Standing Orders 691-2)

4.7.7.6 Review

At the end of each 12-month period, a review should be undertaken by the group and a risk report completed (see Appendix E) and forwarded by the chair to the Connexional Safeguarding Team. This should include a short risk report providing a balanced reflection of the positive achievements of the prior 12 months and highlighting areas of concern that have arisen. This should be written with reference to the original risk assessment that was prepared at the start of the contract or any subsequent one undertaken. Comments should be made as to whether the

risks identified initially are still relevant, have become more or less likely to occur or there is an increase or reduction in severity of the likely outcome. If there are differing opinions within the group about issues, these may be recorded in the annual review.

At least every 3 years, the group should consider whether there have been significant changes by the subject, which warrant a change or variation to the contract conditions. In these circumstances, the chair of the MSG will write to the Safeguarding Director requesting a new risk assessment to consider strengthening or relaxing the conditions (including possible removal of the contract).

4.7.8 Removing or Changing a Safeguarding Contract The Church recognises that many people with support and guidance can change their lives to follow a positive path away from negative attitudes and behaviour. Therefore, following approval from the Methodist Conference in 2017, there is now a process by which the conditions of a Safeguarding Contract may be changed or removed (Standing Order 690A, Constitutional Practice & Discipline of the Methodist Church).

It is important that all aspects of the process are followed so that the situation is evaluated properly and all those who may be affected have an opportunity to contribute their thoughts and perspectives, if they wish to do so.

4.7.8.1 Time frames for changes/removal

Every year the Monitoring and Support Group must carry out a review of the progress of the Safeguarding Contract. At least every 3 years, the Monitoring and Support Group can consider whether circumstances have materially changed. The group should meet (or arrange a teleconference) without the subject present to reflect and carefully consider the situation.

At the conclusion of this meeting, they can make one of the following decisions:

1. No change is required

The Monitoring and Support Group may come to the decision that no change to the Safeguarding Contract is appropriate at this time. The Chair will then advise the subject and record the next date at which a removal/significant change of the contract will be considered. The DSO must be notified of this decision by the chair of the Monitoring and Support Group, so that an accurate record can be maintained.

2. Significant changes or removal of the Safeguarding Contract requested.

If a significant change or removal of the Safeguarding Contract is deemed appropriate, the chair of the MSG will contact the Safeguarding Director to request that a new risk assessment is undertaken to review the changed circumstances. The Safeguarding Director will then confirm that the DSO is in support of this action and will arrange for a District Risk Assessment to be undertaken. This will usually be carried out by the DSO for that district.

4.7.8.2 District Risk Assessment

In most cases, a request to materially change conditions or remove a Safeguarding Contract will require a District Risk Assessment carried out by the DSO. The Connexional Safeguarding Director may decide that it is more appropriate for a Connexional Risk Assessment to be undertaken using an assessor from outside the district. Further details about the district risk assessment process to be carried out in these circumstances are provided in the Methodist Church Safeguarding Risk Assessment Policy and Procedures. The standard template for risk assessment for the amend/change process is available via the Methodist Church website should be used.

Current Version of Methodist Church Safeguarding Policy, Procedures and Guidance (P49)

4.7 Responding well to those who might pose a risk

This should be read alongside the section *Responding well to a safeguarding concern* (Section 4). The following information is the current situation as of 2016 but it is under review and an updated policy is being written with a report due to the 2017 Conference.

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4.7.1 Policy

The Church aims to provide pastoral care for all its members, including those who are suspected of causing harm or have caused harm to others. However, in this context, such care must be provided in a way that prioritises the safety of other church members, while enabling the person who poses a risk to worship and be a part of the church community.

For those with a criminal conviction or caution for a sexual offence against children or vulnerable adults, Standing Order SO 010 sets out the need for permission to be obtained for such people to hold an office, role or responsibility within the Church.

The following process was created to support SO 010 but can be used to manage all those who present a risk which does not involve sexual offences.

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4.7.2 Safeguarding Contracts – What are they?

The Church and Sex Offender Report (2000) recommended the setting up of “support and monitoring groups” to manage sex offenders within the church and district (SO 690, SO 691, SO 692, **SO 232-237** and Book VI Part 4 of the Guidance section of CPD).

These arrangements are known as **Safeguarding Contracts** and set out in writing the boundaries and terms of involvement in the Church of the person about whom there are concerns.

4.7.2.1 Arranging a Safeguarding Contract

- When a local church becomes aware of a person who is considered to be a risk, a representative of the local church should be in contact with the relevant statutory agencies, which may include probation and the police.
- **A small group of about five people should be set up (the monitoring and support group).** This should include the minister and any people who have agreed to offer pastoral support for the offender and accompany them in worship and other church activities. It is helpful if at least one member is from outside the local church, as this helps to promote objectivity. It should also include someone with expertise and experience in this field and someone to represent the wider church community.
- **A risk assessment must then be carried out.** This should include reviewing the nature of the concerns and risk posed and looking at the church building and range of activities carried out. The police or probation service should be consulted for advice where they are actively managing the subject as part of the risk assessment. If the church was originally aware of the subject, an independent risk assessment may have already been undertaken if not done, it needs to be done, see SO690 (eg because of a blemished DBS check or previous notification to the Connexional Safeguarding Team and decisions of a safeguarding panel). Where the concern is new and shared by the statutory agencies with the church, basic safety checks should be undertaken. These should inform the **safeguarding contract** (eg what access to rooms in church buildings when other activities are taking place etc). At the same time, a more comprehensive risk assessment should be planned and discussions had with the Connexional Safeguarding Team and DSO about who will undertake this.

- Preparations for the risk assessment should include the provision of a privacy notice to the subject of the assessment and any other parties invited to contribute to it. Even where a privacy notice has already been provided, a new version should be supplied which addresses the specific issues relating to the risk assessment, particularly with regard to information sharing, the legal basis for processing and consent (where applicable). Further information is available in the Methodist Church Risk Assessment Policy. <http://www.methodist.org.uk/for-ministers-and-office-holders/safeguarding/policies-procedure-and-information/policies-and-guidance/>
- **A monitoring and support group can be set up prior to a prison release**, or following one, where the offender is no longer supervised by probation and where there have been no convictions but serious concerns exist. Advice should be sought from the DSO and District Safeguarding Group.
- **Once a group is set up, a meeting should be held** with the subject and a written contract drawn up.

4.7.2.2 The Safeguarding Contract

The guidance in Standing Orders 690, 691 and 692 and Book VI Part 4 of CPD offer a framework for the agreement. Key points to include are:

- a) The boundaries and terms of involvement in the local church should be written into a contract which clarifies the terms on which the subject is involved in the life of the church.
- b) The document needs to be signed and dated by the subject of concern and by the church representatives.
- c) The contract should involve the subject's family and partner who may also be attending church, where possible.
- d) It should include conditions in addition to pastoral support arrangements. Care should be taken to ensure that the requirements relate to any perceived risk from the subject's behavioural patterns. For example:
 - I will never allow myself to be in a situation where I am alone with children.
 - I will sit where directed in the church and will not place myself in the vicinity of children.
 - I will not enter certain parts of the building designated by the small group, nor any area where children's activities are in progress.
 - I will decline invitations of hospitality where there are children in the home.
 - I accept that X and Y will sit with me during church activities accompanying me when I need to use other facilities. They will know I am a registered sex offender (if applicable).
 - I accept that Z will provide me with pastoral care (and possibly a second pastoral visitor, if there is a potential risk).

4.7.2.3 Additional issues which might need to be considered in the contract

- residential events
- events in another church or church organisation, circuit or national events (a joint agreement is often desirable in these circumstances)
- finding another church or district when there are victims/survivors
- opportunities for development of the person's church life once they have demonstrated cooperation and trust with the agreement.

4.7.2.4 The Monitoring and Support Group

- All members of the group should be requested to sign a confidentiality agreement, which specifies how they will act in relation to information provided to them in the course of their engagement with the monitoring and support group. This will occur prior to provision of personal data and special category material about the party subject to the Safeguarding Contract. A standard confidentiality agreement can be obtained via the Methodist Church website [\(link to be added\)](#).

- An initial briefing meeting should take place with the members of the monitoring and support group to ensure all parties are aware of data protection requirements, relevant standing orders, procedures and policies. In most cases, the district safeguarding officer is the appropriate person to provide this briefing and to offer the members with an opportunity to raise questions about their role.
- The group should meet regularly and keep a record of its meetings.
- A report should be sent to the DSO and <deleted> Connexional Safeguarding Team, either annually or when circumstances change.
- Review appropriateness of the safeguarding contract conditions and consider whether a new risk assessment would be appropriate and discuss with the Connexional Safeguarding Team every three years.
- Training and support should be provided for the group.
- The group should meet the subject to review the arrangements and address any concerns. If boundaries are not being kept, or if the contract is not being kept in other ways, it is important to address the problem (in situations where boundaries are not being kept, it may be necessary to prohibit the subject from coming onto church premises).
- Where police or the probation service are actively managing individuals and it is clear that there are significant issues around compliance, consideration should be made to making the relevant officer aware of the situation.
- Over time, the regularity of the meetings may be reduced if all parts of the **contract** are being fulfilled. The subject should never be left completely without support and monitoring. The minimum provision would be an annual, recorded discussion between the minister, local safeguarding officer and DSO or appointed DSG member and the subject.
- When officers and ministers change in the church, it will be important to ensure continuity of awareness and provision of pastoral support for the subject.
- If the subject is moving to worship in another circuit or at another local church (see Standing Orders 692(1)-(3)).
- A safeguarding contract may only be revoked or amended following recommendations from a Safeguarding Committee, in accordance with Standing Order 690A(3).