

FACILITY USE AGREEMENT

I. Recitals

The parties to this agreement are Christ United Presbyterian Church of San Diego (CUPC) located at 3025 Fir Street San Diego, CA 92102 and Presbyterian Church of Ghana, Southern California (USER) at address PO Box 5743 Norco, CA 92860-4135. The parties wish to enter into an agreement to a limited license of use of CUPC facilities and to be bound to all terms and conditions on this date 3/23/2023.

I. Terms of the Agreement

A. USE

1. Right to Use Facilities. CUPC hereby grants to User, and User hereby accepts from CUPC the limited license to use the CUPC Facilities (defined as Sanctuary and Creamer Chapel) exclusively for worship services. Use includes things reasonably considered community such as furniture in either the Creamer Chapel situated on the north end of the facility or alternatively the Sanctuary located on the west end of the facility. User of the Facilities shall in all ways conform to these terms and conditions. The right to use the facility shall commence on **January 1, 2023 until December 31, 2024**. The right to use CUPC facilities is conditional for all users being in compliance with current State and Local regulations and CDC guidelines pertaining to protection against transmission of the Covid-19 virus. The Ghana Church operational protective policies are to be added to this agreement as Attachment E.
2. Interference with Use of Facility. User and the Associated Personnel (any personnel allowed or invited into the facility by user) shall follow all provisions of the Statement relating to cooperation, courtesy and lack of disruptions in the use of the Facilities. User and the Associated Personnel shall not make any use of the Facilities that, in CUPC's sole discretion, disrupts the orderly operation of the Facilities by CUPC or use of the Facilities by Other Users who are authorized to do so. Behavior deemed disruptive by CUPC, may, without limitation, include: arguing; discourteous behavior; fighting or menacing; theft; conversion; or unauthorized use of another's property; the repeated use of profanities; consumption of illegal drugs or alcohol; use of the Facilities under the influence of illegal drugs or alcohol; any behavior in violation of one or more of the provisions of the Statement; or any other behavior that might be disruptive of the orderly operation of the Facilities or deemed indecent behavior by CUPC. Violation by User of any of the provisions of this Paragraph 2, above, shall be a default under the provisions of Paragraph D of this Agreement.
3. Inspections and Removal of Items. User hereby grants to CUPC, its authorized agents and governing bodies, and to all agencies of local, State or Federal government

with jurisdiction over CUPC and its operations, the right, at any time and without notice to User except as might be required by applicable law, to inspect all of the property belonging to User and/or the Associated Personnel present or stored at the Facilities. The storage of worship related items and articles will be in the Prayer Room/Library. This will not conflict with uses of space by CUPC. The right to inspect that described above shall extend to any private or semi-private storage area or unit, whether or not independently secured by User or the Associated Personnel, the use of which has been granted to User by CUPC. User shall provide CUPC with a spare key to any locks used by User and/or the Associated Personnel to secure any such private or semi-private storage area or unit. User shall fully cooperate with the conduct of such inspections. User hereby authorizes CUPC to take such actions as might be necessary, in its sole discretion, to correct any unsatisfactory conditions discovered by such inspections and to remove and dispose of, at User's sole cost and expense, any items of User posing a risk to the health and safety of the users of, or visitors to, the Facilities. User hereby waives any right to seek reimbursement for the value of any items of User so removed and/or disposed of by CUPC. Failure by User to comply with the provisions of this Paragraph 3 above shall be a default under the provision of Paragraph D of this Agreement.

4. Permits and Licenses. User, so long as it and/or the Associated Personnel continue to use the Facilities, shall maintain in good standing all permits, licenses, and other regulatory permissions that might be required for the conduct of User's business and of User's lawful use of the Facilities. User shall maintain these as current and present for CUPC inspection upon request. A User, to the fullest extent provided by law, shall indemnify CUPC for, and hold it harmless against, any damages suffered by CUPC as a result of User's failure to comply with the provisions of this Paragraph 4 of this Agreement, above. Failure by User to comply with the requirements of this Paragraph 4 of this Agreement, above, shall be a default under the provisions of Paragraph D of this Agreement.

5. Scheduling. User shall schedule time for use of the Facilities (Sanctuary or Creamer Chapel) in accordance with applicable provisions of this Agreement. CUPC shall make its reasonable best efforts to provide access for User's use of the facilities at times so reserved and scheduled by User. Initially, the parties schedule shall be the Sanctuary Sundays starting **January 1, 2023** from 2:00 PM and ending 4:00 PM. In the event the Facilities have been used or closed at a time duly reserved and scheduled time by User (as defined above) for its use User shall comply with any such modification or closing and shall have no recourse of any kind against CUPC for any claims, damages, or losses caused by the Facilities' being unavailable or closed at the reserved and scheduled time. CUPC shall make a reasonable effort to accommodate User by making alternative venues of the Facilities available such as Creamer Chapel for use for the reserved number of hours after the same have become available or reopened for use. Notwithstanding any

other provision of this Agreement, CUPC reserves to itself the sole right to determine the availability and suitability for use of the Facilities and will give 2 weeks notice or reasonable period of time, except in unforeseen emergencies, of availability for primary and alternative venues.

6. Facilities Provided “As Is”. The Facilities, including all portions thereof and all equipment provided for User’s use, are provided “As Is.” CUPC makes no representations, warranties, or guarantees, express or implied, including, without limitation, the warranty of merchantability and the warranty of fitness for a particular purpose, relating to the Facilities or to User’s use thereof.

7. User will be responsible for security of personnel and facilities during facility use. User and the Associated Personnel shall make ingress and egress to and from the Facilities by use of the front entrance or handicap entrance to each building housing the Facilities. User will be responsible to identify and admit all persons using the Facilities and shall take whatever action might be necessary to insure that all of its personnel and the Associated Personnel strictly comply with the provisions of this Paragraph and # 6, above, and enjoy a safe environment. Failure by User to comply with the provisions of this Paragraph 6, above, shall be a default under the provisions of Paragraph D of this Agreement.

USER IS AWARE THAT THE PREMISES IS UNDER VIDEO SURVEILLANCE AND SHALL MAKE ASSOCIATED PERSONNEL AWARE AND CONSENTS TO THIS SURVEILLANCE BY ENTERING THE PROPERTY

8. Use of Equipment. CUPC shall not make available any equipment for use by User except those specified in Attachment A. CUPC makes no guarantee or representation that any particular specified equipment will be available for User’s use at any particular time. User shall seek instruction for each person using the facilities for or on behalf of User in the safe use and proper cleaning of all such equipment. Failure to do so shall be a default under the provisions of Paragraph D of this Agreement. User and the Associated Personnel will refrain from operating any equipment located in the Facilities without having first obtained such instruction. User shall be responsible for any damage, injury, or loss, including personal injury and property damage, resulting from the improper use or cleaning of any equipment comprising the Facilities by User and/or the Associated Personnel.

9. Reporting of Injuries and Damage. User shall immediately notify CUPC of the following: (a) any injuries requiring medical attention; (b) any damage to or malfunction of the equipment located in the Facilities; and/or (c) any other condition that may affect the safe and orderly operation of the Facilities.

10. Cleaning – As the initial period of this agreement requires legally mandated

additional sanitation activities as well as cleaning, an amount to address required routine cleaning/sanitation procedures to be done by CUPC is included in the monthly use fee. See Attachment B. This additional cost does not relieve the Ghana Church from the provisions in paragraph B3 which address non-routine or extraordinary cleaning situation requirements.

B. PAYMENT

1. Fees and Security Deposit. In consideration of the right to use the Facilities in accordance with the provisions of this Agreement, User shall pay CUPC the following fees as shown in Attachment B including:
2. A refundable security deposit in the amount of \$100 (the "Security Deposit") to cover damages that might result from User's use of the Facilities, payable concurrently with the execution of this Agreement by the parties.
3. A cleaning or restoration fee in the amount of thirty dollars (\$30.00) per hour for the time required to clean or organize User's working area following User's use of the Facilities in the event that in CUPC sole discretion, User's working area requires professional cleaning or restoration. User will pay all restoration or cleaning fees within twenty (20) days of invoice.
4. As attached in Attachment B.
5. If payment is due by the 1st of each month with a grace period of 10 days. Failure to pay by the 10th of each month will constitute a default as described in Paragraph D.

C. LIABILITY

1. Commencing within ten (10) days after execution of this Agreement and continuing throughout the entire term of this Agreement and any extension term or terms thereof, User shall at User's sole cost and expense, procure and maintain in full force and effect an insurance policy or policies protecting User and CUPC and its respective directors, officers, employees, against any loss, liability, or expense whatsoever from personal injury, theft, death, property damage, or otherwise, arising out of, or occurring upon or in connection with, User's business, of the Facilities pursuant to this Agreement, or by reason of User's and/or the Authorized Personnel's use of the business premises comprising the Facilities. The insurance required by this paragraph shall expressly cover claims based on property damage, and personal injury. CUPC shall be named as an additional insured, in such policy or policies of insurance and User shall execute a waiver of subrogation in favor of CUPC. Such policy or policies of insurance shall be written by an insurance company acceptable to CUPC and shall include general liability coverage of one million dollars (\$1,000,000) per incident; and such insurance as may be required by law in the State of California. The insurance afforded by the policy or policies of insurance described above shall not be limited in any way by reason of any

insurance that may be maintained by CUPC. User will provide CUPC a Certificate of Insurance or policy documentation of insurance coverage to be appended to this agreement as Attachment G. A copy of this certificate shall be provided to CUPC on each renewal.

2. User shall furnish to CUPC evidence showing compliance with the provisions of this Paragraph C.1 such as a Certificate of Insurance listing CUPC as additional insured. Evidence of insurance shall include a statement that the policy or policies may not be cancelled or altered without at least thirty (30) days' prior notice to CUPC. User shall, throughout the term of this Agreement and any extension term thereof, provide CUPC with such information regarding the insurance required by the Provisions this Agreement, as CUPC might request from time to time.

3. Commencing within ten (10) days after execution of this Agreement and continuing throughout the entire term of this Agreement and any extension term or terms thereof, User may at User's sole cost and expense, procure and maintain in full force and effect an insurance policy or policies protecting User, CUPC against damage to, or loss of, User's personal property present at the Facilities, including all of User's equipment and supplies. In the event that User procures such insurance, the insurance shall expressly cover claims based on fire, burglary, and vandalism. CUPC shall be named as an additional insured in such policy or policies of insurance and User shall execute a waiver of subrogation in favor of CUPC. Such policy of insurance shall be written by an insurance company acceptable to CUPC and shall include coverage of a minimum of one million dollars (\$1,000,000). Evidence of insurance shall include a statement that the policy or policies may not be cancelled or altered without at least thirty (30) days' prior notice to CUPC. User may, throughout the term of this Agreement and any extension term thereof, provide CUPC with such information regarding the insurance referred to by the Provisions of this Agreement, as CUPC might request from time to time. This provision as set forth regarding User's personal property present at the Facilities is the only insurance provision in this Agreement that is not required under the terms of this Agreement if not applicable. The provisions as set forth in C.1 and 4. in connection with obtaining Workers' Compensation, property damage and personal injury coverage are mandatory.

4. User shall provide Workers' Compensation insurance in an amount that complies with statutory limits in the State of California for all personnel using the Facilities for or on behalf of User who are employees of User, and User shall pay, and be solely responsible for the payment of all social security, Federal, and State unemployment taxes, and any similar payroll taxes relating to such employees. User shall for all purposes, be considered an independent contractor, and will not, directly or indirectly, act as an agent, servant, or employee of CUPC, or make any commitments or incur any liabilities on behalf of CUPC without first having obtained CUPC's express written consent. User shall, throughout the term of this Agreement and any extension term thereof, provide CUPC with such information regarding the Worker's Compensation insurance required by the Provisions of

this Paragraph of this Agreement, as CUPC might request from time to time.

5. Failure by User to comply with the provisions of Paragraphs C.1 through C.4 of this Agreement, above, shall be a default under the provisions of Paragraph D of this Agreement.

6. Limitation On Liability. CUPC IS NOT LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER, WHETHER IN AN ACTION IN CONTRACT OR TORT OR BASED ON A WARRANTY, EVEN IF CUPC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES ARISING. CUPC LIABILITY FOR DAMAGES UNDER THE PROVISIONS OF THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS OF ONE MONTH FEES ACTUALLY PAID BY USER FOR USE OF THE FACILITIES AND/OR OTHERWISE PURSUANT TO THE PROVISIONS OF THIS AGREEMENT. CUPC MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES RENDERED AND THE FACILITIES PROVIDED FOR USERS'S USE UNDER THE PROVISIONS OF THIS AGREEMENT, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. Release; Indemnity. Except for the willful or grossly negligent acts or omissions of CUPC or its agents or employees, User shall, to the fullest extent provided by law, defend, indemnify, and hold CUPC harmless from and against any and all claims, losses, actions, damages, liabilities, and expenses (including reasonable attorney's fees) that:

- a) Arise from or are in connection with User's use, maintenance, or control of the Facilities, or any portion of the Facilities;
- b) Arise from or are in connection with any willful or negligent act or omission of User, the Associated Personnel, or any of their respective agents, employees, guests, service providers, creditors, or invitees;
- c) Result from any default, breach, violation, or nonperformance of User arising under the provisions of this Agreement; and/or
- d) Arise from injury or death to persons or damage to property sustained on or about the Leased Premises.

8. User's obligations under this section specifically extend to any actions, orders, penalties, or enforcement procedures brought by or on behalf of any governmental agency or unit connection with the personal property of User, including equipment and materials, stored or otherwise present at the Facilities. User's obligations to indemnify CUPC under the provisions of this paragraph 7 shall survive the termination of this Agreement.

9. User on behalf of User and the Associated Personnel, now and forever releases and discharges CUPC and its attorneys, insurers, brokers, principals, officers, directors, partners, agents, employees and contractors, and whoever else may be liable, from any and all claims, liabilities, damages, and causes of action of any nature, including, but not limited

to those for personal injury, death, and/or property damage, that in any manner arise from or are relate to User's use of the Facilities pursuant to the provisions of this Agreement.

10. The release provided by User under the provisions of this Paragraph 7 of this Agreement, above, extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but which may develop, accrue, or be discovered in the future. User EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

User represents and warrants that User has considered the possibility that claims, liabilities, injuries, damages, and causes of action that User does not presently know or suspect to exist in its favor may develop, accrue, or be discovered in the future and voluntarily assumes that risk as part of the consideration for this Agreement.

11. User shall use reasonable means to safe-guard the well-being and security of their employees and Associate Personnel while on the Facility grounds.

12. Sexual Misconduct/Child Protection Policy. The User agrees to adhere to the CUPC sexual misconduct and child protection policy. See Attachment C.

D. TERMINATION

This Agreement shall be terminated:

1. upon the expiration of the term hereof and any extension term, if not renewed by mutual agreement by the parties; by either party on (1) 30 days prior written notice to the other; or (2) if destruction has rendered the Facilities substantially unfit for use by User for purposes of this Agreement.

2. The following shall constitute an event of default under this Agreement:

a) Failure by User to perform a duty or obligation arising under this Agreement the occurrence of which is expressly designated as a default under the provisions of Paragraphs A. 2,3,4,8, B.1-5., C.1-4&11 of this Agreement; and/or

b) Failure by User to perform any material duty or obligation arising under the provisions of this Agreement that is not otherwise listed in Paragraph D.2, above.

3. In the event of the occurrence of an event of default caused by an act or omission of User:

a) Termination will be effective fifteen (15) days after written notice of default is given to

User by CUPC if the event of default complained of in the notice has arisen under the provisions of Paragraphs A.,3,4,8, C.1-4&11, above.

b) Termination will be effective immediately upon written notice of default from CUPC to User if any default arising under the provisions of Paragraphs A. 2 and B.1-5. or any act by User of any act or omission that is considered indecent, of this Agreement has occurred and has not been cured by User to the complete satisfaction of CUPC within such time as is set forth in that notice of default.

4. Upon termination of this agreement for any reason User shall pay to CUPC all unpaid amounts that User might be obligated to pay pursuant to the provisions of this Agreement and shall be credited for any unused but paid-for time reserved and scheduled for use of the Facilities. User shall also remove all of its items of personal property, including supplies and equipment, from the Facilities, and shall leave the portions of the Facilities used by User in clean, sanitary, and orderly condition, ordinary wear and tear excepted.

E. GENERAL TERMS

1. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter of this Agreement, and shall not be modified or amended in any respect except by a written instrument executed by User and CUPC. This Agreement replaces and supersedes all prior written or oral agreements by and between the parties to this Agreement.

2. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same instrument.

3. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of California and subject matter, personal jurisdiction, and venue shall be in San Diego County, California.

4. Severability. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or unenforceable, that provision shall be deemed to be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect.

5. Successors and Assigns. This Agreement shall be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns. The User shall not assign any obligation under this agreement to any third party without written consent of CUPC. The user shall not allow any third party not associated with User or with CUPC have access or to use the facility.

6. Additional Acts. The parties to this Agreement shall promptly execute and deliver any additional documents, instruments, notices, and other assurances, and shall do any other acts and things, reasonably necessary in connection with the performance of their

respective obligations under the provisions of this Agreement and to carry out the intent of the parties.

7. Authority. Each party to this Agreement warrants to the other party that the warranting party has the capacity and authority to enter into this Agreement.

8. Titles and Headings. The paragraph titles and headings contained in this Agreement are inserted as matter of convenience and for ease of reference only and shall be disregarded for all other purposes, including the construction or enforcement of this Agreement or any of its provisions.

9. Benefit of the Parties. This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other person or entity shall have or acquire any rights by virtue of this Agreement.

10. Notices. All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed to have been duly given on the date of service if served personally on the party to whom notice is to be given, by first-class mail, registered or certified, postage prepaid, and properly addressed to that party at its address set forth on the signature page of this Agreement, or any other address that any party may designate by written notice to the others.

11. Modification. Except as provided in Paragraphs 3 and 9 of this Agreement relating to changes to the Statement and to service rates charged by CUPC to User, this Agreement may not be modified except by a writing signed by each of the parties.

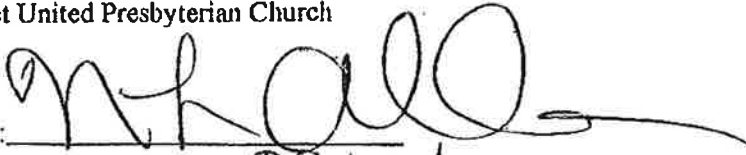
12. Inconsistent Position. No party shall take a position with any third party or governmental agency, instrumentality, department or authority that is contrary to, or inconsistent with, the provisions of this Agreement.

13. Advice of Counsel. Each party to this Agreement warrants that that party has had the opportunity to consult with an attorney of that party's own choosing regarding the provisions of this Agreement.


14. Interpretation. This Agreement shall not be construed against any party because that party or that party's attorney drafted any of its provisions.

The parties agree to these terms and conditions as dated above and represent they have full authority in which to be bound by the same terms and conditions.

For Christ United Presbyterian Church

Signature: 
Name: NL Allen 03/24/2023
Title: President/Chair Property

For Presbyterian Church of Ghana SoCal

Signature:  03/23/23
Name: Dr. Linda K Bawua
Title: Session Clerk

GLOSSARY OF ATTACHMENTS

- Attachment A: Equipment Shared: Trap Drum Set, Piano, (conditional use of sound system).
Sound system operators must be trained.
- Attachment B: Facility Use Fee: \$175.00/Month
- Attachment C: CUPC Child and Youth Protection Policy
- Attachment D: CUPC Policy and Procedures Relating to Sexual Misconduct.
- Attachment E: CUPC Policy and Current procedures relating to Covid-19
- Attachment F: Ghana Church Policy regarding Covid-19
- Attachment G: Certificate of Insurance or policy



Christ United Presbyterian Church San Diego

Attachment A to the PCGSoCal-CUPC Facilities Use Agreement.

Effective Date: 1-1-2023

CUPC: Trap Drum Set, Piano, (conditional use of sound system)
Sound system operators must be trained.

3025 Fir Street, San Diego, CA 92102

ChristUnitedSD.org



Christ United Presbyterian Church San Diego

Attachment B to the PCGSoCal-CUPC Facilities Use Agreement.

Effective Date: 1-1-2023

Use Fee: \$175 Per Month

Security Deposit: \$100

Cleaning/Restorations Cost: \$30 an hour as charged

3025 Fir Street, San Diego, CA 92102

ChristUnitedSD.org

ATTACHMENT C

Christ United Presbyterian Church of San Diego

Child and Youth Protection Policy

June 24, 2021

PURPOSE

It is the goal of Christ United Presbyterian Church of San Diego (hereinafter referred to as “Christ United” or “Church”), and its ministry leaders, members and staff, including contract workers, to provide a safe and secure environment for children, youth and mentally disabled persons (hereinafter collectively referred to as “protected minors”) during Church-sponsored activities on or away from Church premises. It is also the goal that children who are suspected of having been abused elsewhere are also protected. The requirements and prohibitions set forth in this Policy are specifically designed with those goals in mind.

SCOPE

This Policy shall apply to all current and future Christ United workers, compensated and volunteer, who have the responsibility of supervising the activities of protected minors. This policy also applies to all mandated reporters, which include the Pastor/Head of Staff, Clerk of Session, Elders, and Deacons.

DEFINITIONS

For purposes of this policy the following definitions shall apply.

1. **“Child”, “children” and “youth”** shall mean any individual(s) under the age of eighteen (18) years (or whose mental capacity is that of an individual under the age of eighteen (18) years).
2. **“Adult”** is any individual eighteen (18) years of age or older.
3. **“Church-sponsored activity”** is an activity on or away from the Church premises that is sponsored by the Church.
4. **“Employee”** is an individual who is on the payroll of Christ United and is paid for employment work and services for the Church. For purposes of this policy, this includes contract workers.
5. **“Volunteer”** is an individual who is not on the payroll of Christ United and is not paid for employment work or services for the Church, who, with the knowledge and consent of the Church, supervises, or otherwise interacts with, protected minors during Church-sponsored activities.

6. **“Child abuse” and “child neglect”** is physical abuse, sexual abuse (including human trafficking), or emotional abuse, neglect, or abandonment of a protected minor.
7. **“Mandated Reporters”** include the Pastor/Head of Staff, Clerk of Session, Elders, and Deacons.

EMPLOYEES AND VOLUNTEERS

Each employee and volunteer shall be a person (i) over the age of eighteen (18) years, (ii) regarding whom a background check has been performed, and (iii) known by the Church Session. And each volunteer shall also be a person who has regularly attended worship services at the Church for six (6) months or more, unless an exception is made by the session. While various incidents and circumstances in a person’s life may render that person unacceptable to interact with protected minors at Church-sponsored activities the following will automatically disqualify a person from such interaction:

1. Criminal homicide;
2. Aggravated assault (sexual or non-sexual);
3. Crimes related to the possession, use or sale of drugs or controlled substances;
4. Sexual abuse;
5. Culpable injury to a protected minor;
6. Incest;
7. Indecency with a protected minor;
8. Inducing sexual conduct or sexual performance of a protected minor;
9. Possession or promotion of pornography involving a protected minor;
10. Sale, distribution or display of material harmful to a protected minor;
11. Abandonment or endangerment of a protected minor;
12. Kidnapping or unlawful restraint;
13. Public lewdness or indecent exposure.

ENVIRONMENT

It is the goal of Christ United to make each environment in which a Church-sponsored activity takes place a safe and secure environment. In furtherance of this goal, Christ United will, among other things, (i) make reasonable efforts to exclude from any Church-sponsored activity any person who has no legitimate reason or purpose for being there, and (ii) strictly control access to Church-sponsored non-public activities by means that may include limiting entrance to the activity environment to one open and/or unlocked door, or in-person monitoring of access points.

Guideline Ratios

Infant (younger than 12 months) One trained adult should not care for more than 3–4 infants.

No more than 6–8 infants together in a group. Two trained adults should always be present in a full group of 6–8 infants.

Young toddler (1–2 years) One trained adult should not care for more than 3–6 young toddlers.

No more than 6–12 young toddlers in a group or classroom. Two trained adults should always be present in a full group of 6–12 young toddlers.

Older toddler (2–3 years) One trained adult should not care for more than 4–6 older toddlers.

No more than 8–12 older toddlers in a group or classroom. Two trained adults should always be present in a full group of 8–12 older toddlers.

Preschooler (3–5 years) One trained adult should not care for more than 6–10 preschoolers.

No more than 12–20 preschoolers in a group or classroom. Two trained adults should always be present in a full group of 12–20 preschoolers

School age One trained adult should not care for more than 10–12 school-age children. No more than 20–24 school-age children in a group or classroom. Two trained adults should always be present in a full group of 20–24 school-age children

SUPERVISION

1. Every effort will be made to have a minimum of two adults (Christ United employees, contract workers, or volunteers) supervising during every Church-sponsored activity. See the guideline ratios above.
2. During Church-sponsored activities, unless security or other necessity dictates otherwise, doors shall remain open to allow a clear view of the activities.
3. When possible, children are to be encouraged to take care of their own bathroom needs. Should assistance be required an employee or volunteer of the appropriate gender should be present.
4. A person other than the protected minor's parent or guardian must have clear authorization to pick up the protected minor from a Church-sponsored activity.
5. The Church Session must approve any Church-sponsored activity held away from Church premises.

PROHIBITED ACTS AND OMISSIONS

Certain acts or omissions are patently inappropriate and, therefore, prohibited. They include, but are by no means limited to,

1. Intentionally touching a protected minor in a personal/private area of the body (between the legs, breasts, etc.);
2. Lying down with a protected minor;
3. Sexual activity in the presence of or in association with a protected minor;
4. Display or demonstration of sexual activity, abuse, insinuation of abuse, or evidence of abusive conduct towards a protected minor;
5. Sexual activity or advances of any kind between any person and a protected minor;
6. Infliction of physically abusive behavior or bodily injury to a protected minor;
7. Consumption or possession of, or being under the influence of, illegal drugs or alcohol while interacting with protected minors at a Church-sponsored activity;
8. Negligent failure to appropriately supervise protected minors at a Church-sponsored activity.
9. Unacceptable verbal conduct. This includes yelling, belittling, name calling, and bullying.

Certain forms of physical contact with a protected minor may be appropriate under some circumstances but inappropriate under other circumstances. For example, holding a child in your lap, or carrying a child, may be appropriate as a necessary means of calming, comforting, or reassuring the child, or rendering assistance when walking is difficult or impossible. However, holding a child in your lap, or carrying a child, solely based on your own desire to do so would be inappropriate. Similarly, any other form of physical contact with a protected minor that is based solely on your own desire to do so, rather than an applicable contemporaneous need, would be inappropriate.

REPORTING

Prior to filing a report through the San Diego County Child Abuse Hotline, the employee, volunteer, or Mandated Reporter should first attempt to speak with the child to discern the nature of the abuse. This should include the name of the suspected abuser, date, time, place, and specifics of the abuse. **AT NO TIME SHOULD THE SUSPECTED ABUSER BE CONTACTED TO "GET HIS/HER SIDE OF THE STORY".**

It is the responsibility of each Christ United employee, contract worker, or volunteer to immediately report any known child abuse to a mandated reporter. Together, using the California State Suspected Child Abuse Report form as a guide, they will call the Child Abuse Hotline for the County of San Diego at 858-560-2191 or 800-344-6000 to report the abuse. A copy of that confidential Suspected Child Abuse Report shall be maintained in the Church financial office. Christ United will do its best to ensure that there is no retaliation for reporting.

TRAINING

The church will host training every two years. This will typically take place at the annual joint session/deacon meeting. Each employee, Contract worker, volunteer, and mandated reporter shall receive training regarding the responsibilities and requirements of this Child and Youth Protection Policy and applicable California State law shortly after beginning of their employment arrangement or assignment dealing with protected classes of people. Individuals can find additional training modules of the California Department of Social Services online. There is a General Module, which is a 4-hour, all inclusive, non-profession specific training, and Clergy Training Module, which is a 2-hour training that is geared to the specifics of a church environment. This training is highly recommended in addition to training in the significance of this policy. A copy of the training certificates and a signed statement of completion of training will be kept on file in the financial office.

EMPLOYEE/VOLUNTEER RECEIPT AND ACKNOWLEDGMENT

I hereby confirm my receipt, understanding, and promise to abide by the applicable provisions, of this Child and Youth Protection Policy.

Dated: _____, 20__



ATTACHMENT D

Christ United Presbyterian Church of San Diego Policy and Procedures Relating to Sexual Misconduct

June 24, 2021

Prologue

A. Scriptural Foundation

As God who called you is holy, be holy yourselves in all your conduct. 1 Peter 1.15

Tend the flock of God that is your charge, not under compulsion but willingly, not for sordid gain but eagerly, not lord it over those in your charge, but be examples to the flock. 1 Peter 5.2

You know that we who teach shall be judged with greater strictness. James 3.1

B. Purpose

The purpose of this Policy regarding sexual misconduct is to confirm guidelines used by Christ United Presbyterian Church of San Diego (hereafter referred to as Christ United) as a part of our effort to maintain a safe work environment free from harassment, discrimination, retaliation or abusive behaviors. As such, this Policy,

- (i) serves as a guide for the prevention of sexual misconduct and sexual abuse;
- (ii) sets and enforces certain standards of ethical behavior consistent with scripture and the *Book of Order* (G-3.0106) of the Presbyterian Church (USA);
- (iii) provides procedures for inquiry and response to allegations of sexual misconduct and/or harassment; and
- (iv) provides personnel employment practices and forms for the administration of appropriate employer/employee relationships.

Prohibited Behavior

A. Definitions

Church Workers are defined as employees of Christ United, contract workers, or volunteers.

Inappropriate Sexual Conduct is any offensive or suggestive language, conduct, or behavior of a sexual nature. For example, any language considered offensive by a reasonable person must be avoided whether a person in a protective class is present or not.

Sexual Harassment is defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, or his/her continued status with Christ United,
- Submission to or rejections of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, or offensive working environment.
- An example is making a sexual favor a condition of employment.

Sexual Malfeasance is defined as an abusive act in which trust is broken within a ministerial or professional relationship. This definition is not meant to cover relationships between spouses, or to restrict Christ United professionals or workers from having mutually consenting adult social relationships consistent with biblical principles.

Sexual Misconduct is the comprehensive term used in this Policy to include:

- Child Sexual Abuse as defined above;
- Inappropriate Sexual Conduct as defined above;
- Sexual Harassment as defined above;
- Sexual Malfeasance as defined above;
- Any offense involving sexual conduct in relation to 1) anyone over the age of 18 years without the mental capacity to consent, 2) any person when the conduct includes force, threat, coercion, intimidation or misuse of office or position.
- The misuse of Christ United screen technology and/or property in ways not compatible with the furthering of the gospel of Jesus Christ, including but not limited to use of technology to view pornography, or sexually harass another person, including texting or emailing suggestive messages and images to persons with whom one has a ministerial

relationship. There is never an expectation of personal privacy when using technological equipment owned by Christ United or within the context of a Christ United ministry.

B. Standards of Conduct

It is the policy of Christ United that all ordained persons, church members, employees, contract workers, and/or other volunteers are to maintain ethical behavior and integrity within ministerial, employment, and service relationships. Any conduct that constitutes Child Sexual Abuse, Inappropriate Sexual Conduct, Sexual Harassment, Sexual Malfeasance, Sexual Misconduct, or what a “reasonable person” would identify as offensive against a protected class in the State of California violates Scripture and is never permissible. The church will not tolerate harassment by anyone employees, contract workers, or volunteers may encounter.

Protected Classes in California

Race
Color
Ancestry
National origin
Religion
Sex (including pregnancy, childbirth, and related medical conditions)
Disability: Physical or mental
Age (40 and older)
Genetic information
Marital status
Sexual orientation
Gender identity and gender expression
AIDS/HIV
Medical condition
Political activities or affiliations
Military or veteran status, and
Status as a victim of domestic violence, assault, or stalking.

Prevention

In furtherance of Christ United’s effort to provide a safe environment at Christ United for minors, Church employees and volunteers the following preventive procedures are adopted:

1. Church employees, contract workers, and volunteers who work, or interact, with children at Christ United must participate in a background check as a condition of employment or service.
2. Training on the topic of sexual misconduct will take place at a joint session/deacon meeting every other year.
3. All employees and contract workers will sign the policy and receive training shortly after beginning their church work.

Reporting

1. The church will investigate all complaints.
2. Reports of sexual misconduct should never be taken lightly or disregarded, nor should they circulate without concern for the integrity and reputation of the accuser, the accused and of the church. Reports should be dealt with as matters of highest confidentiality both before and after they have been submitted to appropriate ecclesiastical and/or civil legal authorities.
3. G-4.0302 provides: Any member of this Church engaged in ordered ministry and any certified Christian educator employed by Christ United, shall report to ecclesiastical and civil legal authorities knowledge of harm, or the risk of harm, related to the physical abuse, neglect, and/or sexual molestation or abuse of a minor or an adult who lacks mental capacity when (1) such information is gained outside of confidential communication as defined in Book of Order G-4.0301, (2) she or he is not bound by an obligation of privileged communication under law.
4. Report violations of this Policy to the Personnel Committee Chair. The Personnel Chair may want to engage the Presbytery for guidance. The Personnel Chair shall report to the Session. If an incident does not involve the Head of Staff, reports to the Head of Staff are also appropriate.
5. Nothing in this document shall be construed to deny anyone the processes that are described in the *Book of Discipline*.
6. The church leadership will guard against retaliation toward anyone with a concern or a complaint.
7. Contact the Department Fair Employment Housing Communications Center, at 800-884-1684.
8. Contact the U.S. Equal Employment Opportunity Commission at 800-669-4000 or TTY 800-669-6820 or ASL Video Phone 844-234-5122.

I have read the Christ United Presbyterian Church of San Diego Policy relating to Sexual Misconduct, and fully accept its prohibitions and other provisions.

Name _____

Signature _____

Date _____

ATTACHMENT E

Reopening Protocol, Policies and Procedures for Christ United Presbyterian Church

Policy

Christ United Presbyterian Church on re-opening after Covid-19 mitigation phases, will follow the current regulations provided by The State of California and City of San Diego and will also adhere to guidelines & methods for protection against viral transmission in response to information published by the CDC & other qualified medical entities. No phased re- opening of the Church for corporate worship will proceed until the Session of CUPC is satisfied that appropriate protections against Covid19 transmission are sufficiently addressed for the specific CUPC population and facility.

Property Committee Responsibilities/Procedures

The objective of this information is to define and document procedures to be used for protection of church attendees on re-opening Christ United Presbyterian Church Sanctuary for corporate worship. Or other sanctioned gatherings.

Prior to each church sanctuary gathering of more than 10 persons:

1. All common touch points, (doorknobs, push bars & panels, internal and external railings, hand-held microphones, fountain actuator buttons, and others) will be cleaned/sanitized using chlorox wipes or materials with comparable anti-viral characteristics.
2. The Sanctuary HVAC system, including overhead fans, will be turned on to attain the maximum air turnover within the Sanctuary. This equipment will remain on during any period of Sanctuary occupancy.
3. Bathroom utilities, including commode seats, sinks, handles and valves will be cleaned/sanitized.

During each use of the Sanctuary:

1. Attendees wearing face coverings will maintain a physical distance of 6 feet (or more, if activities such as singing require a greater physical distance). To this end, seating in pews has been marked in green to accommodate family groups who elect being seated together. All other seating is marked in blue and allows for a ca. 6 foot distance from any other individual. (Attached is a picture of the pew markings as a guide for attaining physical distancing.)
2. The Property Committee will maintain availability of hand sanitizer stations in the alcove between bathrooms, at the Narthex entrance, the rear entrance & the handicap entrance.
3. Cleaning/sanitizing wipes will be made available in the alcove between bathrooms for each bathroom user to use in operating entrance door levers, wiping commode seats, actuating flush levers, operating water valves, and operating door exit levers. The used wipe material is to be deposited in the trash can placed outside in the alcove.

After each use of the Sanctuary by 10 or more persons:

1. Bathrooms and bathroom utilities will be cleaned/sanitized. Horizontal surfaces and touch points inside the sanctuary will be cleaned/sanitized. Carpets will be vacuumed (a HEPA vacuum cleaner will be used).

Music Department Responsibilities

Policy;

Choir and Music Department personnel will require additional rules and conditions in order to attain an environment that is safer for Covid-19 transmission. For individuals singing, (with masks in place), physical distancing of 12 to 15 feet between individuals is expected to reduce viral transmission. Based on this, the number of choir members may be limited to the availability of appropriate distancing locations.

On re-opening to corporate worship, the music aspects of worship and Choir, will be done with a phased approach. In phase one, for worship, music will be provided by the Organist, one or two soloists and the Director. In phase two, for worship, a choir of 8-12 persons (possibly limited by physical distancing requirements) will be assembled. The movement from phase one to phase two will be based on current scientific information, our experience, and demonstrated safety in phase one, This phase movement will be approved by Session.

Procedures

Unless specifically directed otherwise by the Choir Director, Choir members, and soloists on entering the sanctuary (wearing masks) will avoid gathering in the Choir room, and will proceed to an assigned chair in the sanctuary. Music sheets will be taken from the choir room and passed out to choir members in the sanctuary.

Chairs will be provided for each singer to be located, to ensure maintenance of appropriate distance within their own space. Each singer will be directed to his or her chair on entering the sanctuary. Each singer will remain in place during worship services, and other attendees will be admonished to avoid approaching singers' locations.

The Organist will remain at the organ with instruction to members not to approach within 12 feet of the organist at any time.

Masks will be worn while singing. Evidence has shown that singing creates more airborne droplets when singers are not masked. Microphones will be provided for singers use and be adjusted to compensate for mask sound reduction. Rehearsals will be conducted in the sanctuary with singers maintaining social distancing as specified herein for those singing.

Usher Responsibilities

Policy

It shall be the responsibility of Ushers to ensure that all persons allowed entry to the Sanctuary will be protected from transmission of Covid-19, All present will be monitored and required to maintain compliance with the basic protections, of face coverings and maintenance of social distance.

Procedures

All persons desiring to enter the Sanctuary will have their temperature checked and be allowed to enter only if the temperature is not above **99.5 degrees** Fahrenheit.

No person may enter the Sanctuary unless they are wearing a face covering (mask or other type of face cover) Ushers will provide a mask for anyone who does not have a face covering. Ushers will require anyone removing a face covering while in the Sanctuary to leave.

All persons entering the Sanctuary will sanitize their hands before being allowed to enter .

All persons entering the Sanctuary will have the use of the blue and green seating markers explained, and will be directed by the Ushers to employ the blue and green seat markings to attain appropriate physical distance while seated.

All persons entering the Sanctuary will receive a statement of risk of Covid-19 transmission.

This Protocol was approved by the Session of Christ United Presbyterian Church on _____

Clerk of Session: _____

Moderator of Session: _____



PRESBYTERIAN CHURCH OF GHANA

PCG HOPE CONGREGATION

SAN DIEGO, CA, USA

CARETAKER: Evg. Kennedy F Nyarko
PHONE: (619) 902 7104
EMAIL: meniyiedie@gmail.com

CLERK: Dr. Mrs. Linda K Bawua
PHONE: (415) 827 547
EMAIL: Linda.Bawua@gmail.com

LOCATION ADDRESS
3025 Fir Street, San Diego, CA 92102

MAILING ADDRESS
C/O Bawua Family, 1888 Miner Creek Lane
Unit 2 Chula Vista, CA 91913
EMAIL: pwcsandiego@outlook.com

COVID-19 Prevention Plan for PCG Hope Congregation, San Diego, CA

HEAD OFFICE
P.O. Box GP 1800
Accra-Ghana
West Africa
Phone# 233-
302662511

PRESBYTERY OFFICE
259-261 West
123rd St. New York,
NY 10027
Tel# (212) 222-
2380

**CALIFORNIA
DISTRICT**
4495 Magnolia Ave
Riverside CA 92501

DISTRICT MINISTER
Rev. Edmund
Kwaah Amankonah

BANKERS
CITIBANK, SAN
DIEGO, CA
(Checks To:)
*PCG Hope
Congregation, San
Diego.*

PRESBYTERS:
Mrs. Grace Wood
Nana K Bawua
Mrs. Faustina Apaw

COVID-19 PANDEMIC

The novel coronavirus, SARS-CoV-2, causes a viral respiratory illness called COVID-19, which can make people sick with flu-like and other symptoms. The [virus spreads](#) easily, when an infected person sneezes, coughs, or speaks, sending tiny droplets into the air. These droplets can be inhaled or land in the nose, mouth, or eyes of someone nearby and cause illness. COVID-19 is also considered airborne, meaning small particles of infectious virus remain suspended in the air and can infect people hours after the sick person has left the area.

Some of the [symptoms](#) of COVID-19 are cough, fever, shortness of breath, and loss of taste or smell. Some people with mild cases may have no symptoms at all yet still can spread the virus. Avoiding crowded indoor spaces, improving indoor ventilation, staying at least six (6) feet away from people outside of your household, covering your nose and mouth with a face covering, and washing hands often with soap and water can help stop COVID-19 from spreading in the workplace.

COVID-19 PREVENTION PLAN

PCG Hope Congregation is committed to protecting our members and preventing the spread of COVID-19 in the Sanctuary. We developed this plan to reduce the risk of catching and spreading this virus. We encourage members to share information about potential COVID-19 hazards and assist in evaluating these hazards. We will investigate all illnesses and correct hazards that are identified. We stay informed on the virus presence in our community as well as recommendations made by national and local health agencies, including [guidance from the California Department of Public Health \(CDPH\)](#). PCG Hope Congregation will regularly review the [latest regulations and guidance](#) and will update this plan as necessary.

This plan was last reviewed on **(03/22/2023)**.

DESIGNATION OF RESPONSIBILITY

Our Clerk of Session – Dr. Linda K Bawua has the authority and responsibility for implementing this plan in at the church. The Session leadership is responsible for implementing this plan during church service ensuring members understand the plan and follow with guidance.

All members are required to follow this plan and use safe practices as outlined by the State of California Department of Health below and assist in maintaining a safe church environment.

COVID-19 Prevention Non-Emergency Regulations

On December 15, 2022, the Occupational Safety and Health Standards Board voted to adopt non-emergency COVID-19 prevention regulations. These regulations took effect on February 3, 2023.

PCG Hope Congregation will follow the CDD and California Department of State guidelines in the COVID-19 Prevention Non-Emergency Regulations including:

- Providing information on how COVID-19 spreads, including airborne and asymptomatic transmission.
- The fact that viral particles can travel more than 6 feet, especially indoors, so increased ventilation, physical distancing, and face coverings can decrease the spread of COVID-19 but are most effective when used in combination.
- Symptoms of COVID-19.
- The importance of getting a COVID-19 test and staying out of the church if you have symptoms.
- Requiring all our members to be vaccinated
- Control measures to protect from exposure and infection:
 - Requiring members to stay home when sick.
 - Conditions that require the use of face coverings at the church to be enforced and making face coverings available at church.
 - Proper use of a face covering when required.
 - Covering coughs and sneezes.
 - Making members aware of the content of this plan.

Prepared By:

Session Clerk

Dr. Linda K Bawua

Endorsed:

Evg. Kennedy F Nyarko

Caretaker of the Church.