



*City of Charleston  
South Carolina  
Clerk of Council Department*

## **PUBLIC SAFETY COMMITTEE MEETING**

**Conference Call #: 1-929-205-6099**

**Access Code: 92103951294**

**September 12, 2022**

**2:00 p.m.**

### **AGENDA**

1. Moment of Silence
2. Minutes:  
  
August 16, 2022
3. Police Department: Approval of an Addendum to DEA Program Funded Resident Task Force Agreement to modify original agreement to add an additional CPD Officer to the Task Force for a total of two officers.
4. Police Department: Approval of a School Resource Officer Agreement with James Island Charter High School for 2022-2023 School Year.
5. Police Department: Approval of a School Resource Officer Agreement with Berkeley County School District for 2022-2023 School Year.
6. Police Department: Approval of a School Resource Officer Agreement with Charleston County School District for 2022-2023 School Year.
7. Police Department: Approval of the Seahawk Charleston Executive Steering Committee Charter between CPD, USCG, and other Charleston area Federal, State, and Local Agencies.
8. Police Department: After Action report re: South Street Memorial Day shooting
9. Adjourn

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to [schumacherj@charleston-sc.gov](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.

**Charleston, South Carolina Police Department  
ADDENDUM to Program Funded State & Local Task Force Agreement  
Charleston Resident Office – Charleston Task Force**

This agreement is an addendum to the Agreement dated October 1, 2021, between the United States Department of Justice, Drug Enforcement Administration (DEA) and Charleston, South Carolina Police Department (CPD). The DEA is authorized to enter into this Program Funded agreement concerning the use and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

2. To accomplish the objectives of the Charleston Resident Office Task Force, the CPD agrees to detail one (1) experienced officer to the Charleston Resident Office Task Force for a period of not less than two years. During this period of assignment, the CPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

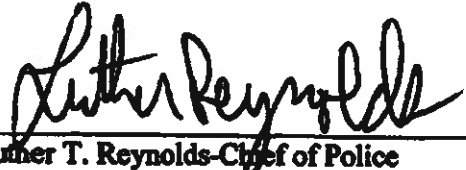
**MODIFICATIONS:**

2. To accomplish the objectives of the Charleston Resident Office Task Force, the CPD agrees to detail two (2) experienced officers to the Charleston Resident Office Task Force for a period of not less than two years. During this period of assignment, the CPD officers will be under the direct supervision and control of DEA supervisory personnel assigned to the task force.

For the Drug Enforcement Administration:

\_\_\_\_\_  
Robert J. Murphy  
Special Agent in Charge  
Atlanta Division

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

  
\_\_\_\_\_  
Luther T. Reynolds-Chief of Police  
City of Charleston

Date: 8-25-22

\_\_\_\_\_  
John J. Tecklenburg- Mayor  
City of Charleston

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

**AGREEMENT BETWEEN**

**The James Island Charter High School  
And  
City of Charleston Police Department  
For**

**The School Resource Officer Program, 2022-2023 School Year**

**I. Purpose and Objective of Agreement**

**A. Purpose: The School Resource Officer (SRO) will facilitate the development of positive relationships by instilling an atmosphere of approachability, mutual respect, and trust within the school to which the officer is assigned. This is done to create a safe and secure school environment while developing and maintaining a successful working relationship/partnership between police, school administrators, staff, parents and students. The SRO will perform in an enforcement and investigative capacity and will seek the cooperation of school administrators to the benefit of all within the school and community. The SRO will also function as an advisor, mentor and positive role model to students as well as provide an additional educational resource to the school.**

**B. Objectives:**

- 1) Maintain a safe and secure environment on campus.**
- 2) Prevent criminal activities and disturbances.**
- 3) Promote positive attitudes regarding police functions;**
- 4) Instill students with a sense of their rights and responsibilities as citizens.**
- 5) Establish a positive working relationship/partnership with the school and the surrounding community.**
- 6) Prevent juvenile delinquency.**

**C. Ways of achieving these objectives include, but are not limited to:**

- 1) Patrolling the school campus in order to maintain a highly visible presence and deterrence to criminal activity;**
- 2) Investigating crimes that occur within the school and on school property;**

- 3) Conferring with the principal to develop plans and strategies to prevent and/or minimize dangerous situations on or near the campus;
- 4) Developing positive relationships with students and staff;
- 5) Supporting or implementing outreach programs both in school and after school;
- 6) Participating in safety drills such as fire and Hold, Secure, Lockdown, Evacuate, and shelter as scheduled by school administrators.

## **II. Rights and Duties of the Charleston Police Department**

The Chief of Police shall provide one (1) School Resource Officer (hereinafter referred to as "SRO") to James Island Charter High School (JICHS) as follows for the 2022-2023 School year:

### **A. Number and funding of SRO:**

1. The Chief of Police shall assign one (1) regularly employed police officer to James Island Charter High School.

JICHS shall fund one (1) police officer at the rate of \$37,699 for the term of this agreement

2. The Chief of Police shall assign the respective team commander or his designee during the regular school year to oversee the police officer assigned above and to perform scheduled or non-scheduled visits to the high school.

3. The Chief of Police shall provide a monthly report of calls for service and criminal incidents to the Principal. The report shall include trend data with a narrative explanation.

### **B. Regular Duty Hours of SRO:**

1. An SRO shall be assigned on a full-time basis during the regular school year of eight (8) hours a day. (Note: An SRO may be called upon to leave the assigned school when he or she is needed at another school for a call for service to handle a criminal incident.) The Supervisor may temporarily reassign any SRO during school holidays and vacations during the school year or during the period of law enforcement emergencies. Availability of an SRO during the summer months is at the discretion of the Chief of Police or his designee, and shall be the subject of a separate agreement.

**2. The SRO assigned to the above schools will be permitted to travel to off-campus based programs in the City of Charleston that are a part of the school at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or his designee for educational purposes and emergencies.**

**C. Duties of SRO:**

**1. Understanding that juvenile behavioral issues are best handled by school administrators, the SRO will not act as a school disciplinarian.**

**a. SROs are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties.**

**b. The SRO will not enforce or investigate violations of school rules or policies or become involved with matters that are strictly school discipline issues.**

**c. If an incident is a violation of the law, the Principal shall contact the SRO and his/her supervisor immediately. The SRO shall then determine whether law enforcement action is appropriate.**

**d. In cases of contested expulsions, the SRO will provide case information or testimony to the Principal or his/her designee, and upon the request of the Principal or his/her designee, testimony at the hearing, unless such testimony could hinder a criminal prosecution.**

**2. Duties as Law Enforcement Officer:**

**a. The primary duty of the SRO is to ensure a safe and crime free learning environment in schools.**

**b. The SRO will prevent and reduce the occurrence of criminal activity on school property by establishing a highly visible police presence.**

**c. The SRO will remain on their assigned school campus from school opening until school closing unless otherwise directed by the Charleston Police Department.**

**d. The SRO will initiate investigations of violations of criminal laws occurring on school property or involving school personnel or students.**

**e. The SRO will work with students, teachers and school administrators to identify and address problems that make students feel unsafe on the school campus.**

**f. The SRO will act to de-escalate potential conflicts among students in an attempt to prevent issues positively before they escalate into criminal activity such as assaults or harassment.**

**g. The SRO will take law enforcement actions as required against intruders and unwanted guests who may appear at school and school related functions to the extent that the SRO may do so under authority of the law. As soon as practical, the SRO shall make the Principal aware of such action.**

**h. The SRO will work with administrators and school district security officials to review campus security measures, such as security cameras, entry procedures, and fire/lockdown drills.**

**i. The SRO will act as a liaison between the school and the police department for school related issues as it pertains to information sharing as permitted by state and federal law.**

**j. The SRO shall give assistance to other police officers and deputies in matters regarding his/her school assignment whenever necessary. The SRO shall, whenever possible, participate in school functions as they relate to the duties of the SRO.**

**k. The SRO shall maintain detailed and accurate records of the School Resource Officer Program on a monthly basis and shall forward same to the SRO supervisor who will forward copies to the Principal or his/her designee.**

### **3. Duties as an Informal Counselor**

**a. The Charleston Police Department is committed to diverting youth from the criminal justice system when appropriate; therefore, SROs will consider alternatives to arrest by referring**

youth to various service providers. (Examples of appropriate alternatives include but are not limited to; Mobile Crisis, Department of Social Services or existing in-school programs or counseling programs).

b. The SRO will become familiar with all community agencies which offer assistance to youth and their families, such as mental health clinics, drug assistance centers...etc. The SRO will make referrals to such agencies when necessary thereby acting as a resource person to students, parents, faculty and staff.

c. The SRO will identify students by direct contact or information from school personnel who need or may need the assistance of other social services.

e. The SRO will promote youth based crime prevention programs such as, but not limited to; Camp Hope and the Charleston Police Explorers.

f. SROs will provide individual mentorship to students when appropriate.

g. The SRO will make themselves available for conferences with students, parents and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

h. When requested by the Principal, the SRO shall attend parent and faculty meetings to solicit support and understanding of the SRO program.

i. The SRO will pursue improved cooperation among the schools, communities, students, parents, other agencies and the police.

j. The SRO will attempt to resolve any problems between the school and the surrounding residential or business communities so that the schools will maintain a viable relationship with the surrounding community.

**4. Duties as an Educator. The SRO will serve as a law related advisor and a resource for students, parents and school staff regarding criminal justice issues.**

- a. The SRO will serve as a law related educator and will be available to teach law related topics when possible. This function is secondary to the SRO's primary duty as law enforcement officer.**
- b. The SRO will develop expertise in presenting various law related subjects to students, including but not limited to Public Safety classes.**
- c. The SRO will explain the role of law enforcement in society by participating in lectures, displays and special events.**
- d. The SRO will act as an instructor for specialized short term programs at all schools when approved to do so by the Principal or a member of the faculty.**
- e. The SRO will encourage individual and small group discussions with students, based upon materials covered in class, to further establish rapport with the students.**
- f. The SRO will coordinate all of their activities and programs with the Principal and staff members concerned and will seek advice and guidance prior to enactment.**
- g. The SRO will submit the subject and number of classes taught on the monthly report. This information will be kept for review by the school and the City of Charleston Police Department.**

**5. Co-curricular activities, events and school functions.**

- a. Upon request of the Principal or his/her designee, and approval of the Chief of Police or his designee, an SRO may accompany his/her school to events outside of the City of Charleston and within the State of South Carolina for purposes of providing law enforcement services as authorized by state law. See. S.C. Code (Ann.) Sec. 5-7-12. Under no circumstances may the SRO in his or her official capacity, accompany his/her school to events outside the state of South Carolina.**



b. When the SRO works outside of the normal weekly school hours, which includes but is not limited to providing services for the events described in paragraph a. above, the payment for the SRO shall be based on an hourly rate, at time and a half, determined by Charleston City Police Department Policy, and in effect upon execution of this agreement. Payment for these services shall be made directly to the City of Charleston. All overtime shall be approved in advance and in writing by the Principal or his/her designee. (This subsection does not apply to off-duty services that may be provided by individual officers.)

c. The SRO will be responsible for obtaining off-duty officers to work school related functions such as athletic events. In this role, the SRO will coordinate and confer with appropriate school staff regarding security plans for these events as needed.

#### **D. Threats in Schools.**

1. The SRO will work with school administrators to develop a safety plan that addresses critical incidents as well as minor school incidents requiring additional police response.

2. The SRO will act to prevent an active shooter and in the event of an active shooter to respond and stop the threat to students, faculty and visitors.

3. In the event that an SRO receives information of a potential threat to their school, a student or staff member the SRO will notify the SRO's Sergeant and school administration.

#### **E. Searches, Seizures and Interviews**

##### **1. Searches and Seizures**

a. The SRO will not conduct administrative searches.

b. Police searches of students and their property on school premises are generally subject to the same legal requirements for a search warrant and probable cause as other searches.

c. Exceptions to the search warrant requirement (e.g. consent to search, emergency situations, ect.) that apply to non-school searches also apply to school searches.

- d. School officials may conduct searches of students and their property without a warrant based upon reasonable suspicion.**
- e. Searches conducted with the active participation of the police upon request of school officials require a search warrant.**
- f. Officers may only accompany school officials who are conducting a search without a search warrant, but may not participate with school officials in the search either directly or indirectly.**
- g. The SRO will only seize property as it relates to criminal activity.**

## **2. Interviews**

- a. Before any effort is made to question a minor student on school grounds, the officer will contact the school principal, or designee, and the assigned SRO if different than the officer seeking to question the student. The SRO or officer will ask the principal to contact the student's parent or guardian, indicating that a police officer has requested to interview the student to gain the consent of the parent/guardian prior to questioning.**
  - 1. If the parent/guardian requests that the questioning take place in his/her presence, the questioning will be delayed until the parent/guardian arrives.**
  - 2. If the parent/guardian denies permission for an interview at the school the student will not be called from class.**
- b. If the SRO or officer receives permission for the interview a school or staff member, rather than the police officer, will call the student from class to the school office. In the event that the SRO or officer believes they have not received proper cooperation from a school official the officer will report the situation to the officer's supervisor and to the proper school official.**
- c. SRO's and officers shall not enlist school officials or employees to conduct interviews, inquiries or similar fact finding activities regarding students as part of an investigation. Police officers are not precluded from questioning school officials with regard to their knowledge of youths in their charge, their activities and similar matters.**

## **F. Student Arrests**

- 1. Under no circumstances will an SRO or any other officer with the Charleston Police Department charge a student with Disturbing Schools (SC Code 16-17-420 or City of Charleston Municipal Code 21-107)**
- 2. Officers are required to utilize the least coercive methods available to accomplish the police mission during interactions with juveniles. Society grants police officers wide latitude and discretion regarding their decisions to invoke the formal arrest process. Factors to be weighed in determining whether to arrest, divert a juvenile from the criminal justice system through outright release, or other options as offered by the courts, department, or related agency are: seriousness of the crime, age and circumstances of the juvenile offender, offender's prior record (if any) and availability of local rehabilitation resources.”**
- 3. Additionally, SRO's will be cognizant that some types of student misbehavior may technically meet existing statutory requirements for non-violent misdemeanor offenses, however upon considering all factors involved, may be best handled outside of the Juvenile Criminal Justice System.**
- 4. From time to time, by the nature of their employment, police officers may face situations where the interests of all concerned are best served by utilizing methods other than conventional arrests. Discretion is inherent to the police profession and may result in the officer applying a wide spectrum of incident reaction ranging from warnings to custodial arrest. The purpose of this directive is to provide some guidance as to when discretion is appropriate and when it is not.**
- 5. SRO's will not be responsible for requests to resolve routine discipline problems involving students. The administration of student discipline, including student code of conduct violations and misbehavior is the responsibility of the school administrators unless the violations involve criminal conduct. Minor, non-violent behavioral violations will be resolved by school administration.**
- 6. In the event that a student violates the law and an arrest is imminent the following procedure will be followed:**
  - a. The SRO must immediately notify the SRO Sergeant of the situation.**
  - b. The SRO Sergeant will make a determination if an arrest is appropriate based on the applicable laws of the state, codes of the city and policies and procedures of the department.**

- c. **The SRO Sergeant will then notify the Team Commander, Division Commander, Deputy Chief and the Chief of Police of the incident via email.**
- d. **When an arrest does occur the SRO will consider and comply with the recommendations of the Juvenile Detention Risk Assessment Instrument in determining the detention or custodial release of juvenile offenders, unless it is overridden by a supervisor.**
- e. **In the event of the arrest of an adult student the SRO will cite and release the student unless the arrest is for felony or serious misdemeanor.**
- f. **In general, arrests/ charges of students will result in release to parents or guardians at the incident location unless the circumstances of the incident or criminal charge are significant in nature resulting in custodial detention.**

## **II. Program Goals and Evaluation**

**The JICHS see the assistance of the City of Charleston Police Department in keeping our schools safe and orderly.**

**The Charleston City Police Department in conjunction with the JICHS shall develop program goals and objectives for the School Resource Officer Program. These program goals shall be in line with the JICHS's action plan for a safe school climate. This means that the SRO will be an active law enforcement official on campus, a classroom instructor and a resource for teachers, students and parents. The SRO shall also be active in conferences, counseling and referrals. Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.**

**The Charleston City Police Department shall evaluate the effectiveness of the School Resource Officer Program and report monthly to the JICHS on the SROs activities.**

## **III. Rights and Duties of the School District**

**JICHS shall provide the SRO with the following materials and facilities, which are deemed necessary to the performance of the SRO's duties.**

A. Access to an air-conditioned and properly lit private office. This office shall contain a telephone along with a school computer, which will be used for general business purposes. Only the SRO will have access to this office.

B. A location for files and records, which can be properly locked and secured within the office.

C. A desk with drawers, an office chair, and filing cabinet.

#### **IV. Employment Status of School Resource Officer**

The Charleston City Police Department shall be responsible for the recruiting of SRO. The Charleston City Police Department and the JCHS shall be responsible for interviewing and evaluating SROs and making recommendations to the Chief of Police for hiring. The SROs shall serve at the pleasure of the Chief of Police and the Principal, respectfully.

#### **V. Reassignment, Resignation or Dismissal of School Resource Officers**

A. In the event the Principal believes that the particular SRO is not effectively performing his/her duties and responsibilities, the Principal shall state these reasons in writing and shall advise the Chief of Police or his designee of the Principal's concerns. If the Chief of Police desires, the Principal and the Chief of Police or their designees, shall meet with the SRO and the Principal to mediate and resolve any problems. If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved or mediated, or in the event mediation is not sought by the Chief of Police, the SRO shall be reassigned from the program at the school and replacement shall be obtained.

B. The Chief of Police may dismiss or reassign an SRO based upon the department's rules, regulations and/or General Orders and when in the best interest of the citizens of Charleston County and the Charleston City Police Department.

C. In the event of the resignation, dismissal or reassignment of an SRO, or in case of absences by an SRO, the Chief of Police shall provide a temporary replacement for the SRO as soon as possible within five (5) working days, and within thirty (30) school days of receiving such notice of such absence, dismissal or resignation; a replacement will be assigned.

#### **VI. FERPA**

The SROs of the Charleston City Police Department shall act as the Law Enforcement Unit for the JCHS with regards to information sharing as it related to the Family Educational Rights and Privacy Act (FERPA)

VII. K-9

The Principal can request K-9 search assistance from the Charleston City Police Department. Policy and approved procedures of the JICHS and the Charleston Police Department must be followed in the event search assistance is requested.

VIII. Good Faith

The JICHS, the Chief of Police, their agents and employees, agree to cooperate in good faith in fulfilling the terms of the agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Principal and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

IX. Modification

This document constitutes the full understanding of the parties and no terms, conditions, understandings or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

The services of the School Resource Officers will commence on the first day of teachers in-service of the new school year and will continue through the last day of school. This agreement shall be valid for the 2022-2023 school year.

Signed by:

FOR THE JAMES ISLAND  
CHARTER HIGH SCHOOL:

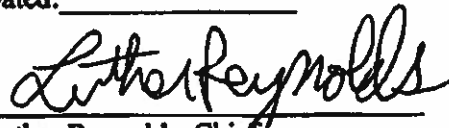
  
\_\_\_\_\_  
Timothy Thor  
Principal

Dated: August 26, 2022

FOR THE CITY OF CHARLESTON:

\_\_\_\_\_  
John J. Tecklenburg  
Mayor

Dated: \_\_\_\_\_

  
\_\_\_\_\_  
Luther Reynolds, Chief  
City of Charleston Police Department

Dated: 8-26-22



**BERKELEY COUNTY**  
SCHOOL DISTRICT

**SCHOOL RESOURCE OFFICER AGREEMENT**

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This School Resource Officer Agreement (the "Agreement") is made, this 25<sup>th</sup> day of July, 2022, by and between the Berkeley County School District (the "District"), and the Charleston Police Department (the "Police Department") as follows:

**RECITALS**

WHEREAS, the Police Department agrees to provide the District a School Resource Officer ("SRO") at: Daniel Island School (the "School"); and

WHEREAS, the District and the Police Department desire to set forth in this Agreement the specific terms and conditions of the services to be performed and provided by the SRO at the School;

NOW, THEREFORE, the parties mutually agree as follows:

**I. Number of SROs and Payment for Services**

- a. The Police Department will assign one (1) regularly employed officer to serve as the SRO at the Schools for the 190 staff/student days of the regular school year.
- b. The District will reimburse the Police Department in the amount of **\$37,699.00** for the 190 staff/student days of the regular school year.
- c. The reimbursement amounts for section (b) above will be prorated if the SRO is not in service for the number of days outlined above.
- d. When a SRO works outside of the normal weekly work school hours, the payment for the SRO will be based on a time and a half hourly rated determined by the Police Department's policy. The School, requesting the SRO's services outside the normal weekly work school hours, will provide

payment within forty-five (45) days of receiving an invoice from the Police Department for such hours.

## **II. Employment Status and Appointment of SRO**

- a. SROs are employees of the Police Department and are not employees of the District. SROs are subject to the administration, supervision and control of the Police Department. The SROs are subject to all personnel policies and practices of the Police Department. The SROs will also abide by all district policies and procedures.
- b. SRO candidates will be a certified law enforcement officer.
- c. SRO candidates will have successfully completed or presently be enrolled in, or be willing to be enrolled in the next available SRO training course, to be provided by the Police Department.

## **III. SRO Program Goals and Evaluation**

- a. The Police Department, in conjunction with the District, will develop program goals and objectives for the SRO Program (the "Program"). These goals and objectives will be in accordance with the District's action plan for a safe school environment.
- b. The Police Department will evaluate the effectiveness of the Program and communicate its results annually to the District no later than June 30 of each year.

## **IV. Rights and Duties of the Police Department**

- a. The Police Department will provide MONTHLY reports of services and criminal incidents to the District's Superintendent, or his/her designee.
- b. The Police Department is responsible for recruiting, interviewing, and evaluating SROs who will serve at the School. The Police Department, in its sole discretion, will have the power and authority to hire, discharge, and discipline the SRO. The School and District will communicate any concerns or complaints regarding SROs to the Police Department.
- c. The Police Department may temporarily reassign any SRO during the period of a law enforcement emergency.



**V. Rights and Duties of the District**

- a. The District will provide the SRO the following materials and facilities, which are deemed necessary to the performance of the SRO's duties:
- Access to an air-conditioned and properly lighted private office that is not shared. This office will contain a telephone, which may be used for general business purposes.
  - A location for files and records, which can be properly locked and secured within the office.
  - A desk with drawers, an office chair, worktable, filing cabinet, office supplies, and a school issued computer.

**VI. Duties and Responsibilities of SROs**

- a. The SRO will act as an instructor for specialized, short-term programs at the School, when invited to do so by the School's principal or a member of the School's faculty.
- b. The SRO will act in the capacity of law enforcement, temporary instructor when authorized, and counselor for Public Safety classes at the School.
- c. The SRO will coordinate all of his/her activities and programs with the School's principal and staff members and will seek permission, advice, and guidance prior to any formal presentation.
- d. The SRO will develop expertise in presenting various subjects to students. Such subjects may include a basic understanding of the laws and the role of the law enforcement officer. The SRO will distribute a program evaluation form to all students and the related teacher after each presentation. This information will be kept on file yearly by the principal and is subject to review by the District or the Police Department.
- e. The SRO will encourage discussions with students, based upon materials presented by the SRO, to establish rapport with the students.
- f. When requested by the School's principal, the SRO will attend parent/faculty meetings to solicit support and understanding of the SRO program.

- g. The SRO will assist the School's principal in developing plans and strategies to prevent and/or minimize dangerous situations, which may result from student unrest.**
- h. Should it become necessary to conduct formal police interviews with students, the SRO will inform the principal or his/her designee, adhere to law enforcement policy, and adhere to all legal requirements with regard to such interviews.**
- i. The SRO will take law enforcement action as required and necessary. The SRO will take law enforcement action against intruders and unwanted guests who may appear at the School and related School functions, to the extent the SRO may do so under the authority of law. As soon as practicable, the SRO will make the School's principal aware of such action.**
- j. The SRO will give assistance to other police officers and deputy sheriffs in matters regarding his/her school assignment, whenever necessary.**
- k. The SRO will maintain detailed and accurate records of the SRO program on a monthly basis and will forward it to the SRO's supervisor, who will forward copies to the District's Superintendent or his/her designee.**
- l. The SRO assigned to the School will be permitted to travel to off-campus programs in the City of Charleston and Berkeley County that are a part of the School, at the request of the School's administration and with the consent of the Chief of Police or his/her designee, for educational purposes or emergencies. Upon request of the School's principal or his/her designee and with the approval of the Chief of Police, the SRO may accompany the School to events outside of the City of Charleston and Berkeley County and within the State of South Carolina for the purpose of providing services as authorized by state law  
  
(S.C. Code § 5-7-12). Under no circumstances may the SRO, in an official capacity, accompany the School to events outside the State of South Carolina.**
- m. The SRO will not act as a school disciplinarian, as disciplining students is a school responsibility. However, if the incident is a violation of the law, the School's principal will contact the SRO or his/her supervisor in a timely manner and the SRO will then determine whether law enforcement action is appropriate.**

- n. SROs are not to be used for regularly assigned lunchroom duties, hall monitors, or other monitoring duties.
- o. In cases of contested expulsions, the Police Department will provide case information and/or testimony to the District's Superintendent or his/her designee, and will upon the request of the District's Superintendent, or his/her designee, testify at the expulsion hearing, unless such testimony could hinder a criminal investigation.
- p. In cases where needed and/or requested, the SRO will assist in traffic control duties.

**VII. Reassignment / Resignation / Dismissal of SRO**

- a. In the event the School's principal or the District's Office of Security and Emergency Management believes a particular SRO is not effectively performing his/her duties and responsibilities, the District's Office of Security and Emergency Management will advise the Chief of Police or his/her designee of the concerns. The Police Department and the District may attempt to mediate or resolve any problems at the School to which the SRO is assigned. If, within a reasonable amount of time, the problem cannot be mediated or resolved, then the SRO will be reassigned from the Program and a replacement will be assigned.
- b. The Police Department may dismiss or reassign a SRO based on the Police Department's rules, regulations, and/or general orders and when it is in the best interest of the School and District.
- c. In the event of the resignation, dismissal, or reassignment of a SRO, the Police Department will provide a temporary replacement for the SRO immediately. Within thirty (30) days of receiving notice of such absence, dismissal, resignation or reassignment, a permanent replacement will be assigned.

**VIII. Access to Educational Records**

- a. School officials will allow SROs to inspect and copy any public records maintained by the School to the extent allowed by law.
- b. If some information in a student's record is needed in an emergency to protect the health or safety of the student or other individuals, School officials will disclose to the SRO that information which is needed to respond to the emergency situation based on the seriousness of the threat

to someone's health or safety; the need of the information to meet the emergency situation; and the extent to which time is of the essence.

- c. If confidential student record information is needed by an SRO, but no emergency situation exists, the information may be released only as allowed by law.

**IX. Term and Modification**

- a. This Agreement pertains to the school year commencing on July 1, 2022 through June 30, 2023.

This Agreement constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreements purporting to modify or vary the terms of this Agreement will be binding unless made in writing and signed by all parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized officers.

**Charleston Police Department**

Name: John J. Tecklenburg  
Title: Mayor  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

**Berkeley County School District**

Name: Alan Jackson  
Superintendent  
Signature: \_\_\_\_\_  
Date: 22 July 2022

**SCHOOL RESOURCE OFFICER PROGRAM: 2022-2023 SCHOOL YEAR  
MEMORANDUM OF AGREEMENT  
Between the Charleston County School District and the  
City of Charleston Police Department**

WHEREAS, School campuses are learning environments where public education students are prepared for success in college, careers, and citizenship.

WHEREAS, School resource officers are necessary to provide law enforcement and police services to assist in fostering a safe learning environment.

THEREFORE, this Memorandum of Agreement is made and entered into by and between the Charleston County School District (CCSD) and the City of Charleston Police Department (CPD) for the 2022-2023 school year.

**SECTION 1: RIGHTS AND DUTIES OF THE CHIEF OF POLICE**

The Chief of Police shall provide School Resource Officers (hereinafter referred to as "SRO") as follows for the 2022-2023 school year. The services of the SROs will commence on the first teacher workday of the school year and will continue through the last school day for students.

**A. Number and Funding of School Resource Officers**

The Chief of Police shall assign regularly employed police officer(s) to each of the following schools:

- 1 SRO Buist Academy
- 1 SRO Burke High
- 1 SRO C.E. Williams Middle – North Campus
- 1 SRO C.E. Williams Middle – South Campus
- 1 SRO Charleston Progressive Academy
- 1 SRO Haut Gap Middle
- 1 SRO James Simons Montessori
- 1 SRO Julian Mitchell Elementary
- 1 SRO Memminger Elementary
- 1 SRO Montessori Community School/Springfield Elementary
- 1 SRO Sanders-Clyde Elementary
- 1 SRO Simmons-Pinckney Middle
- 1 SRO St. Andrew's School of Math and Science
- 1 SRO St. John's High
- 2 SROs West Ashley High/West Ashley Center for Advanced Studies

Assignment of SROs at James Simons Montessori and Memminger Elementary will be contingent upon CPD receiving an allocation for full salary and benefits from the State of South Carolina. In the event these positions are not fully funded, then both parties agree to renegotiate terms of coverage at these two schools.

CCSD shall fund the remaining fourteen (14) officers at the rate of \$39,222 per officer, which will be payable in quarterly installments throughout the school year. The Charleston Police Department shall submit an invoice at the end of each school quarter to the Charleston County School District for SRO services rendered during that quarter.

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The invoice shall contain the name(s) of the SRO(s) assigned to each school during the quarter. In the 2022-2023 school year, school quarters end on the following days: October 19, 2022; January 17, 2022; March 24, 2022; and June 6, 2022.

The Chief of Police shall assign a police supervisor to oversee the police officers assigned above and to perform scheduled and non-scheduled visits to the schools.

West Ashley Head Start shall be covered by off-duty officers, and payment will be issued directly to the off-duty officers by CCSD. The responsibilities of off-duty officers, who are not considered SROs for the purpose of this agreement, shall be governed by CPD policies and procedures and CCSD Office of Security and Emergency Management Special Order 2019-001.

SROs shall act in accordance with the policies and procedures of the Charleston Police Department to enforce state laws and municipal ordinances.

The Chief of Police or designee shall ensure the CCSD Office of Security and Emergency Management (OS&EM) possesses an up-to-date roster of SROs assigned to CCSD and the school in which they are primarily assigned. Any changes to SRO staffing should be reported to CCSD OS&EM as soon as practical.

The Chief of Police or designee shall provide a monthly report of calls for service and criminal incidents occurring within these schools to the CCSD OS&EM. The report should also contain a listing of school-related arrests or detentions that occurred during the month that includes the date of arrest/detention, individual's name, age, gender, race, charge(s), and school in which the charge originated.

The SRO assigned to the above schools will be permitted to travel to off-campus based school programs in the City of Charleston at the request of the Principal or the Assistant Principal and with the consent of the Chief of Police or designee.

At the discretion of the Chief of Police and the CCSD Executive Director of Security and Emergency Management, additional SROs may be assigned to CCSD schools within the City of Charleston.

**B. Regular Duty Hours of School Resource Officers**

Each school listed in this agreement shall have an SRO assigned on a full-time basis during the regular school year. The SRO will be assigned to the school eight (8) hours per school day; however, a SRO may be called upon to leave the assigned school when he/she is needed at another school to handle a call for service or other criminal incident. The supervisor may temporarily reassign any SRO during school holidays and vacations during the school year or during a period of a public safety emergency. Availability of a SRO during the summer months is at the discretion of the Chief of Police or designee and shall be the subject of a separate agreement.

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**C. Duties of the School Resource Officer**

SROs are expected to adhere to the guidelines set forth in the Charleston Police Department's SRO Field Guide. A copy of this document will be provided to CCSD.

As sworn law enforcement officials, SROs have a major role in campus security. SROs shall not only be called to respond to criminal incidents, but also to assist in emergency crisis planning, building security, and training school personnel on handling crisis situations. It is important for school administrators to establish and maintain close partnerships with SROs as they are valuable resources for providing a safe school environment.

The SRO shall act in the capacity of a law enforcement officer and advisor.

SROs should be positive role models and may be used to promote the profession of law enforcement as a career choice for students. School administrators shall support positive interactions between SROs and students on school campuses.

The SRO shall act as an instructor for specialized short-term programs when approved to do so by the Principal or member of the faculty. The SRO will encourage individual and small group discussions with students based upon materials covered in class to further establish rapport with the students. The SRO shall develop expertise in presenting various law-related subjects to students. The SRO will submit the subject and the number of classes taught on the monthly activity report.

The SRO shall coordinate all of his/her activities and programs with the Principal and relevant staff members and will seek advice and guidance prior to implementation. The SRO shall, whenever possible, participate in school functions as they relate to the duties of the SRO. The SRO will keep the Principal informed of his/her Police Department obligations.

When requested by the Principal, the SRO shall attend parent and faculty meetings to solicit support and understanding of the SRO program.

The SRO shall make him/herself available for conferences with students, parents, and faculty members in order to assist them with problems of a law enforcement or crime prevention nature.

The SRO shall become familiar with all community agencies that offer assistance to youth and their families, such as mentoring agencies, mental health clinics, and drug assistance centers. The SRO shall serve as a resource to students, parents, faculty, and staff, and should make referrals to these agencies when necessary.

The SRO shall assist the Principal in developing plans and strategies to prevent or minimize dangerous situations.

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Should it become necessary to conduct a formal police interview with students and/or faculty members, the SRO shall inform the Principal and/or designee and adhere to applicable law enforcement policies and legal requirements.

The SRO shall take law enforcement actions to the extent that the SRO may do so under the authority of law against intruders and unwanted guests who appear at the school and related school functions. As soon as practical, the SRO shall make the Principal aware of such action.

The SRO shall give assistance to other law enforcement officers in matters regarding his/her school assignment whenever necessary.

The SRO shall maintain detailed and accurate records of the School Resource Officer program on a monthly basis. These records should be compiled by the SRO supervisor and submitted to the CCSD OS&EM.

The SRO shall not act as a school disciplinarian. The administration of school discipline is solely the responsibility of the appropriate school faculty and staff. SROs are not to be used for regularly assigned lunchroom duties, as hall monitors, or for other monitoring duties; however, SROs should provide guidance and/or assistance to the school administration when presented with a specific problem or concern.

If an incident is a violation of the law, the Principal will contact the SRO and/or the SRO supervisor immediately. The SRO will determine whether or not law enforcement action is appropriate.

In cases of contested expulsions, the SRO will provide case information or testimony to the Superintendent of Schools or designee. The SRO will also provide testimony at an expulsion hearing after being requested by the Superintendent of Schools or designee, unless such testimony could hinder a criminal investigation or prosecution.

**D. Co-Curricular Activities and School Functions**

Upon request from the Principal, and with the approval of the Chief of Police or designee, a SRO may accompany a school to events outside of the City of Charleston and within the State of South Carolina for the purposes of providing law enforcement services as authorized by S.C. Code § 5-7-12. Under no circumstances may the SRO in his/her official capacity accompany a school to events outside the State of South Carolina.

When the SRO works outside of the normal weekly school hours, which includes, but is not limited to, providing services for the events described in the above listed paragraph, the payment for the SRO shall be based on an hourly rate at time and a half as determined by Charleston Police Department policy in effect at the time of this agreement. Payment for these services shall be made directly to the City of Charleston. All overtime shall be approved in advance and in writing by the School District's



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Executive Director of Security and Emergency Management. (NOTE: This paragraph does not apply to off-duty services provided to the School District by Individual officers.)

**SECTION 2: RIGHTS AND DUTIES OF THE SCHOOL DISTRICT**

The School District shall provide each SRO with the facilities deemed necessary in the performance of the SRO's duties.

**A. Materials and Facilities Provided by the School District**

The School District will provide the SRO with access to an air-conditioned and properly lit private office. This office shall contain a telephone and school computer, which will be used for general business purposes. Only the SRO will have access to this office.

The School District will provide the SRO with a location for files and records that can be locked and secured within the office.

The School District will provide a desk with drawers, an office chair, and a filing cabinet.

In limited circumstances where the space available in a school building does not allow for the SRO to receive a private office, a mutually agreeable alternative will be sought.

**SECTION 3: PROGRAM GOALS AND EVALUATION**

The Charleston County School District requests the assistance of the Charleston Police Department in keeping its schools safe and orderly.

**A. Program Goals**

The Charleston Police Department, in conjunction with the Charleston County School District, shall develop program goals and objectives for the School Resource Officer program. These program goals shall be in line with the Charleston County School District's strategic plan related to a safe school climate.

The SRO shall be an active law enforcement official on campus, a law-related instructor, and an advisor and resource for faculty, staff, students, and parents.

The SRO shall be active in conferences, counseling, and community referrals.

**B. Program Evaluation**

Indicators of success shall be developed objectively and independently to measure how well goals and objectives were obtained.

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The Charleston Police Department shall evaluate the effectiveness of the School Resource Officer program and report the SROs' activity to the Charleston County School District on a monthly basis.

**SECTION 4: SELECTION, TRAINING, AND EMPLOYMENT STATUS OF SCHOOL RESOURCE OFFICER**

The Charleston Police Department shall be responsible for the recruitment and employment of School Resource Officers. The Charleston Police Department and the Charleston County School District Office of Security and Emergency Management shall be responsible for interviewing and evaluating SROs and SRO candidates; recommendations may be made to the Chief of Police for the selection of SROs. The SRO shall serve within schools at the pleasure of the Chief of Police and Superintendent of Schools.

The Charleston Police Department and Charleston County School District recognize the need to have highly trained and qualified individuals serving as SROs. The law enforcement agency shall ensure that each SRO has the skills and training needed to be successful in a school environment. Each SRO should complete School Resource Officer training through the South Carolina Criminal Justice Academy or National Association of School Resource Officers as soon as practical. Additionally, SROs assigned to CCSD at the beginning of the school year shall attend the beginning-of-year training hosted by CCSD in the month of August.

If a SRO is unable to attend the August training due to uncontrollable circumstances, or if a SRO begins their service with CCSD after the class has been held, key information presented during the training related to district emergency management procedures, special education laws, de-escalation techniques, and other covered topics will be made available to the SRO and reviewed by him/her as soon as practical. Certification that the information has been reviewed shall be submitted to the CCSD Office of Security and Emergency Management.

**SECTION 5: REASSIGNMENT, RESIGNATION, OR DISMISSAL OF SCHOOL RESOURCE OFFICERS**

It is in the best interest of the Charleston Police Department and Charleston County School District that highly qualified and skilled police officers serve as School Resource Officers.

**A. Principal's Request for the Removal of an SRO**

In the event the Principal of the school to which an SRO is assigned feels that the SRO is not effectively performing his/her duties, the Principal shall state these reasons in writing to the School District's Executive Director of Security and Emergency Management. Within a reasonable time after receiving the written recommendation from the Principal, the Executive Director of Security and Emergency Management or designee shall advise the Chief of Police or designee of the Principal's concerns.

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If the Chief of Police desires, the Executive Director of Security and Emergency Management and the Chief of Police, or their designees, shall meet with the SRO and the Principal in an attempt to mediate and resolve any concerns.

If, within a reasonable amount of time after commencement of such mediation, the problem cannot be resolved, or in the event mediation is not sought by the Chief of Police, the SRO shall be reassigned from the program at the school, and a replacement shall be obtained.

**B. SRO's Adherence to Department Rules**

The Chief of Police may dismiss or reassign a SRO based upon the department's rules, regulations, and/or general orders, and when in the best interest of the citizens of Charleston County and the City of Charleston.

**C. Assignment of a Replacement SRO**

In the event of the resignation, dismissal, or reassignment of a SRO, or in the case of absences by a SRO, the Chief of Police shall provide a temporary replacement for the SRO within five (5) business days. A permanent replacement will be assigned within 30 school days of receiving notice of such absence, dismissal, or resignation.

**SECTION 6: FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT**

The School Resource Officers of the Charleston Police Department shall act as the law enforcement unit for the Charleston County School District with regard to the information sharing provisions of the Federal Educational Rights and Privacy Act (FERPA). Records produced by the SRO for the purpose of law enforcement are exempt from the provisions of FERPA.

The school may furnish educational records to the SRO under appropriate circumstances; however, those records and personally identifiable information contained therein do not lose their status as educational records and remain subject to FERPA, including the disclosure provisions, while in the possession of the law enforcement unit. This should not be interpreted to be a blanket exception.

**SECTION 7: REQUEST FOR CANINE SEARCHES**

A Principal can request canine search assistance from the Charleston Police Department with the approval of his/her supervisor (i.e., Executive Director or Associate Superintendent) and the CCSD Office of Security and Emergency Management. School district and police department policies and procedures must be followed during any canine searches.

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**SECTION 8: GOOD FAITH AND MODIFICATION**

The Charleston County School District, the Charleston Police Department, their agents, and employees agree to cooperate in good faith in fulfilling the terms of this agreement. Unforeseen difficulties or questions will be resolved by negotiation between the Superintendent and the Chief of Police or their designees. The terms of this agreement are subject to change at the end of each school year. Any recommended changes or modifications to the agreement shall be submitted in writing.

This document constitutes the full understanding of the parties, and no terms, conditions, understandings, or agreements meant to modify or vary the terms of this document shall be binding unless hereafter made in writing and signed by both parties.

Acting on behalf of the Charleston County School District and the Charleston Police Department, this agreement is signed and sealed by:

**FOR THE CHARLESTON COUNTY  
SCHOOL DISTRICT:**

  
\_\_\_\_\_  
Donald Kennedy  
Superintendent of Schools

8/16/22  
\_\_\_\_\_  
Date of Signature

  
\_\_\_\_\_  
Michael Reldenbach  
Executive Director of Security and  
Emergency Management

8/16/2022  
\_\_\_\_\_  
Date of Signature

**FOR THE CITY OF CHARLESTON:**

\_\_\_\_\_  
John Tecklenburg  
Mayor

\_\_\_\_\_  
Date of Signature

  
\_\_\_\_\_  
Luther Reynolds  
Chief of Police

\_\_\_\_\_  
Date of Signature

**SeaHawk Charleston Executive Steering Committee (ESC) Charter**  
**Subcommittee of the Area Maritime Security Committee**

**Article I – AUTHORITY**

**Section 1. Reference.** This charter is authorized under the provision of 14 U.S.C. § 141 which allows the Coast Guard to enter into cooperative arrangements with Other Government Agencies (OGAs). This agreement is also authorized under the provision of The Security and Accountability for Every Port Act of 2006 (SAFE Port), Public Law 109-347, and the Coast Guard Authorization Act of 2010, Public Law 111-281, which permits the establishment of a maritime interagency operation center to facilitate federal, state, and local incident management response to transportation security incidents or transportation disruptions.

33 C.F.R. § 3.35-15 outlines the Sector Charleston Captain of the Port (COTP) zone for the Sector Charleston Area of Responsibility (AOR). 33 C.F.R. § 103.205 outlines the authority of the United States Coast Guard (USCG) Captain of the Port (COTP) as the designated Federal Maritime Security Coordinator (FMSC).

Nothing herein contained shall be deemed inconsistent with or contrary to the purpose or intent of the United States Coast Guard or any Act of Congress. If a term of this charter is inconsistent with such authority, then that term shall be invalid, but remaining terms and conditions of this charter shall remain in full force and effect. Additionally, nothing in this charter shall be construed as binding to any parties. This charter supersedes all previous guiding documents.

**Article II – MISSION**

**Section 1, ESC Mission.** The mission of the SeaHawk Charleston ESC is to ensure a unity of effort towards the safety, security, and prosperity of the maritime domain of South Carolina among federal, state, and local stakeholders. This will be accomplished through SeaHawk Charleston, which will organize, coordinate, and manage operational planning, mission execution, intelligence sharing, resource allocation, and create shared situational awareness. Each member is empowered by their own agency to make decisions on behalf of the agency and to commit the agency to carrying out roles and responsibilities as described in this plan and the SeaHawk Charleston Standard Operating Procedure (SOP).

**Section 2, SeaHawk Charleston Mission.** SeaHawk Charleston is the coordinating body of government agencies focused on the safety, security, and prosperity of the South Carolina maritime domain. It utilizes a systematic approach to facilitate information sharing; conducts a thorough analysis of risks and threats; plans for emergent, potential, and upcoming incidents; and coordinates operations between federal, state, and local partners. Additionally, it is the foundation on which a Unified Command is built and provides an Interagency Operations Center (IOC) that supports other federal, state, and local authorities as appropriate.

**Section 3. Geographic Boundaries.** The geographic boundaries of this charter include Sector Charleston's COTP zone, which is described in 33 C.F.R. § 3.35-15.

**Section 4. Objectives**

The objectives of the Charleston SeaHawk ESC are to:

1. Provide oversight and guidance to the local Regional Coordinating Mechanism (ReCoM).
2. Guide SeaHawk Charleston's planning efforts focused on improving port resiliency, recovery, and contingency plan implementation.
3. Enable the identification of potential illegal activity, intelligence and information sharing, and utilization of combined capabilities to analyze threats and provide operational recommendations.
4. Ensure public safety and security support is provided to other authorities and jurisdictions.
5. Ensure the combined capabilities of port partners are leveraged to address maritime public safety concerns.
6. Enable the formation of a Unified Command in response to a public safety threat or incident.
7. Ensure the combined capabilities of port partners are leveraged to provide proactive heightened security measures when necessary.
8. Enable the formation of a Unified Command in response to a security threat or incident.
9. Facilitate the safe flow of commerce.

**Article III – ESC COMPOSITION**

**Section 1. Members.** The ESC will be comprised of Federal, State, and Local agency executives that have concurrent jurisdiction, authority, and resources within the USCG Sector Charleston COTP zone. The permanent members of the ESC include the USCG, Customs and Border Protection (CBP), Homeland Security Investigations (HSI), US Border Patrol (BP), Federal Bureau of Investigation (FBI), South Carolina State Law Enforcement Division (SLED), South Carolina Department of Natural Resources (DNR), Charleston County Sheriff's Office (CCSO), North Charleston Police Department (NCPD), Charleston Police Department (CPD), and Mount Pleasant Police Department (MPPD). Other agency executives may be added to the ESC as deemed necessary by the members of the ESC.

**Section 2. ESC Meetings.** The ESC will normally meet prior to Area Maritime Security Committee meetings. Impromptu meetings may be called by any member of the ESC to address

a specific concern whenever warranted. ESC meetings will be closed to anyone not on, or invited by, the ESC. Meetings will focus on validating strategic objectives, approving changes to the SeaHawk Charleston SOP, reviewing SeaHawk Charleston's performance, and providing unified strategic direction and feedback as necessary. USCG Sector Charleston Emergency Management Force Readiness (EMFR) Division will coordinate meeting details, agenda, and presentations and document ESC decisions and guidance. If an agency executive cannot attend a meeting, he or she may send a representative who is authorized to speak and make commitments on behalf of their agency.

#### **Article IV –SEAHAWK CHARLESTON MEMBERS**

**Section 1. SeaHawk Charleston Members.** SeaHawk Charleston consists of law enforcement, fire, emergency medical services, and other public safety organizations throughout South Carolina. In addition to all agencies represented on the ESC, organizations with authority, jurisdiction, or resources in the South Carolina maritime domain may participate. As appropriate, members are expected to attend regularly scheduled meetings, participate in the interagency analysis process, and participate in operations. Additionally, all members shall adhere to the processes outlined in the SeaHawk Charleston SOP. The ESC will resolve any issues pertaining to membership in SeaHawk Charleston.

#### **Article V – SENSITIVE SECURITY INFORMATION**

**Section 1. Definition.** Sensitive Security Information (SSI) is material that:

1. May constitute an unwarranted invasion of privacy, including personnel or medical files;
2. Reveal trade secrets, privileged, or confidential information;
3. Information that, if released, may be detrimental to the traveling public;
4. Information concerning screening criteria, or technical specifications of screening equipment or devices, or communications equipment;
5. Any security contingency plan or approved standard security program;
6. Security directives or circulars;
7. Vulnerability assessments, or information detailing a systemic vulnerability of a transportation system, including details of inspections and investigations;
8. Information about the testing and qualification of security personnel; and
9. Any information the Secretary of Homeland Security has prohibited per Title 49 United States Code Section 40119.

**Section 2, Disclosure.** The FMSC must restrict disclosure of, and access to, SSI to persons on a need to know basis, per provisions of Title 49 Code of Federal Regulations Part 1520.5. The FMSC may further restrict specific information to a limited number of persons. Violation of Title 49 Code of Federal Regulations Part 1520.5 may constitute a civil and or criminal act. If protected information is released to unauthorized persons, a full report must be made to the FMSC as soon as possible.

## **Article VI – COMMITTEE PROCEDURES**

**Section 1, Agenda.** An agenda will be provided to ESC members via e-mail prior to each meeting. Each agenda will detail the meeting time, meeting place, and agenda items.

**Section 2, ESC Coordinator.** USCG Sector Charleston EMFR will serve as the ESC Coordinator who is responsible for determining the logistical needs of the meeting, facilitating the meeting agenda, monitoring the meeting's time schedule, and maintaining the ESC's meeting minutes and other records.



## Annex A

### SeaHawk Charleston Executive Steering Committee

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**J. Cole**  
Captain  
Captain of the Port, U.S. Coast Guard

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**C. Frampton**  
Colonel  
SC Department of Natural Resources

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**C. Thomas**  
Port Director  
Customs and Border Protection

---

**K. Graziano**  
Sheriff  
Charleston County Sheriff's Office

---

**M. Crabb**  
Assistant Special Agent in Charge  
Homeland Security Investigations

---

**R. Burgess**  
Chief  
North Charleston Police Department

---

**B. Westerling**  
Assistant Chief  
U.S. Border Patrol

---

**L. Reynolds**  
Chief  
Charleston Police Department

---

**C. Garrett**  
Resident Agent in Charge  
Federal Bureau of Investigation

---

**M. Arnold**  
Chief  
Mount Pleasant Police Department

---

**M. Keel**  
Chief  
SC Law Enforcement Division

---

**J. Tecklenburg**  
Mayor  
City of Charleston