

EXHIBIT C
Goose Creek Police Department Agreement

GOOSE CREEK CONSENT DECREE - ESSENTIAL TERMS AT MEDIATION
SUBJECT TO SETTLEMENT OF ALL CLAIMS AND ATTORNEYS= FEES

I. GENERAL PROVISIONS

1. This Consent Decree is made and entered into by the plaintiffs and by defendants GOOSE CREEK POLICE DEPARTMENT and THE CITY OF GOOSE CREEK in order to resolve the claims for injunctive relief made in *Alexander, et al. v. Goose Creek Police Department, et al.*, Case No. 2:03-3943B23 (United States District Court, District of South Carolina, Charleston Division, U.S. District Judge Patrick Michael Duffy).

2. The above-named defendants (“the Police Defendants”), and their officials and the official=s successors in office, shall be obligated to perform the terms and conditions of this Consent Decree upon the filing of an Order of the District Court incorporating and approving the executed Consent Decree. The date of the filing of the Court=s Order shall hereafter be referred to as the “Effective Date.”

3. The parties to this Consent Decree expressly request the District Court, in its Order Approving Consent Decree, to incorporate the terms of this Consent Decree and to retain jurisdiction over the case. After the Court issues such an Order, it shall have and retain jurisdiction and authority to enforce this Decree by all appropriate means.

4. Within 15 business days of the Effective Date, the Police Defendants shall mail or deliver a copy of the following documents to each and every Goose Creek police officer and supervisor: (a) this Consent Decree; (b) the Court=s Order Approving Consent Decree; (c) a copy of the new Goose Creek Police Department Standard Operating Procedure (S.O.P.) # ____
[TO BE WRITTEN, CONSISTENT WITH THIS DECREE, CONCERNING LAW

ENFORCEMENT ACTIVITIES ON SCHOOL PROPERTY] and the revised Goose Creek Police Department S.O.P. # 95 [AMENDING # 95.IV.K.6 RE ASCHOOL SEARCHES@ TO REFLECT THIS CONSENT DECREE] (attached hereto as Exhibit A); and (d) the letter from Chief Harvey Becker (attached hereto as Exhibit B) [THIS LETTER IS A LETTER FROM THE CHIEF TO HIS OFFICERS AND STAFF, EXPLAINING THE CONSENT DECREE AND THE DEPARTMENT=S RESPONSIBILITIES]. Each such employee shall be required to sign a statement that he or she has received the above documents, and the written statement shall be included in the employee=s personnel file. Each new employee of the Goose Creek Police Department shall also be issued a copy of these documents within 15 business days of his or her appointment, and a written acknowledgment or receipt shall be included in the employee=s personnel file.

5. Within 15 business days of the Effective Date of this Consent Decree, and for the life the Decree, the Police Defendants shall make available copies of the Consent Decrees and the attached documents on the City=s website, <http://www.cityofgoosecreek.com>, and notice of the Decree shall be posted in a conspicuous place at each public school in Goose Creek, with copies of the full Decree available at each school for inspection and copying. The Police Defendants shall also promptly mail or deliver copies of the Consent Decree and the attached documents to any citizen or employee of Goose Creek, or to any other interested person, upon the person=s written request for same.

6. This Consent Decree shall remain in effect for a period of three years following the Effective Date.

7. During the period that the Consent Decree is in effect, the Court may enforce the Decree by all appropriate means *sua sponte* or upon a motion filed by any of the parties

(including one or more of the named plaintiffs) or by any other person with standing to seek to enforce the Decrees. Any person who is a student of the Stratford High School or any other school in Goose Creek at the time an enforcement action is brought (or their parents, guardians or legal representatives) has standing to seek to enforce the Decree. Nothing in this Consent Decree shall be construed to limit the Court's inherent authority to enforce the Decree or its authority to enforce Court Orders pertaining to the Decree or to this civil action.

8. Prior to filing any motion to enforce this Consent Decree, the complaining party shall raise the disputed issue(s), in writing, with the city attorney for the Police Defendants in an attempt to resolve such issues informally. If the parties are unable to resolve the issues informally within 30 days of such a written complaint any party may seek appropriate and immediate relief from the Court. The 30-day informal resolution period shall not apply where a temporary restraining order or other immediate relief is necessary to remedy otherwise irreparable violations or injuries.

9. Any complainant who prevails on a motion to enforce this Consent Decree shall be a "prevailing party" within the meaning of 42 U.S.C. § 1988 and governing case law, entitling the complainant to fair and appropriate statutory attorneys fees and costs to be paid by the Police Defendants.

10. This Consent Decree shall be a complete defense as to the defendants GOOSE CREEK POLICE DEPARTMENT, THE CITY OF GOOSE CREEK, HARVEY BECKER, DAVID AARONS, and JOHN DOE police officer defendants, and their successors in office, to any claim, suit or action brought by the plaintiffs in any forum with regard to any matter covered by this Consent Decree. This Decree does not address, and shall not be a defense at to, the defendants BERKELEY COUNTY SCHOOL DISTRICT, GEORGE MCCRACKIN and the

School District JOHN DOE defendants, and their successors in office. This Decree does not cover the plaintiffs' claims for declaratory relief or money damages in this action.

11. The requests for preliminary and permanent injunctive relief asserted against the Police Defendants in the Complaint in this civil action are hereby withdrawn, and the parties hereby request that the Court enter an Order dismissing those requests for injunctive relief with prejudice. All remaining claims, allegations and requests for relief asserted in the complaint continue in full force and effect.

II. LAW ENFORCEMENT ACTIVITIES ON SCHOOL PROPERTY.

12. The policies, practices and procedures set forth in this Consent Decree apply to all law enforcement investigations, frisks, searches, detentions, interrogations, restraints, arrests, uses of force, and other law enforcement activities on School Property anywhere within the jurisdiction of the City of Goose Creek and the Goose Creek Police Department (hereinafter referred to as Law Enforcement Activities). The term Uses of force shall include, but not be limited to, the use of firearms, police batons, chemical agents, defensive tactics, canine units, and restraining devices. The term School property includes the grounds, buildings, plants and facilities of any school, and school buses wherever located.

13. The law enforcement policies, practices and procedures set forth in this Consent Decree apply to, and shall govern, the actions of the Police Defendants, even in those circumstances where school officials initiate or are involved in the Law Enforcement Activity.

14. As to the Effective Date of this Consent Decree, absent (a) voluntary consent or (b) probable cause and exigent circumstances, a warrant shall be required before the Police Defendants, or any employee, agent or representative thereof, may use or engage in Law

Enforcement Activities on School Property. For purposes of this provision, Law Enforcement Activities shall not include routine police patrols on School Property or police activities that are unrelated to crime detection or prevention, such as School Liaison and educational programs.

15. In those case where a warrant requirement is imposed (*i.e.*, where there is (a) no voluntary consent or (b) no probable cause and exigent circumstances), the Law Enforcement Activities proposed to be conducted, and the uses of force proposed to be used by the Police Defendants, or their employees, agents or representatives, during the Law Enforcement Activity, shall be subjected to judicial control and shall be specifically enumerated in the warrant.

16. In all cases of Law Enforcement Activities on School Property (whether a warrant is required or not), the Police Defendants shall limit uses of force to “situations or strong and compelling need as necessary for the protection of human life,” as set forth in Goose Creek Police Department S.O.P. # 200.III, and shall “always use the least coercive among reasonable alternatives consistent with preserving public safety, order and individual liberty,@ as required by S.O.P. # 93.IV.B.1.

III. GOOSE CREEK POLICE DEPARTMENT STANDARD OPERATING PROCEDURES.

17. The Police Defendants shall, on or before the Effective Date of this Consent Decree, execute, codify, publicize and enforce (a) the new Goose Creek Police Department S.O.P. # ___ [TO BE WRITTEN, CONSISTENT WITH THIS DECREE, CONCERNING LAW ENFORCEMENT ACTIVITIES ON SCHOOL PROPERTY], and (b) the revised Goose Creek Police Department S.O.P. # 95 [AMENDING # 95.IV.K.6 RE ASCHOOL SEARCHES@ TO REFLECT THIS CONSENT DECREE] (attached hereto as Exhibit A). The attached Standard Operating Procedures shall remain in effect for, at a minimum, the life of this Consent Decree.

IV. POLICE TRAINING.

18. Goose Creek Police Department police officers, supervisors and all other Department staff with the responsibility to plan or execute Law Enforcement Activities on School Property shall receive mandatory and periodic training concerning the proper conduct of such Law Enforcement Activities and the limits of their authority in this context (ASchool Search and Detention Training@).

19. The Police Defendants shall provide a minimum of 2 hours of School Search and Detention Training to all future Goose Creek Police Department employees as part of the employees= required pre-service training, and to all current Department employees within 30 days of the Effective Date. Thereafter, the Police Defendants shall provide a minimum of one hour of such training to all current Department employees annually.

20. At a minimum, the Department=s School Search and Detention Training Program shall consist of a thorough and detailed discussion of (a) the terms and requirements of this Consent Decree and the Court=s Order Approving the Consent Decree and (b) the requirements, policies and practices set forth in th attached Goose Creek Police Department Standard Operating Procedures. Training materials are to be sent to Gregg Meyers.

V. REPORTING REQUIREMENTS.

21. Biannually for the life of this Decree, the defendants shall provide to plaintiffs= counsel copies of all police reports from the preceding period concerning Law Enforcement Activities on School Property. The Police Reports shall contain substantially the information described in paragraph 22 below. In addition to providing the police reports, and in order that all interested parties (including the Court, the plaintiffs, the plaintiffs= families, other Stratford

High School students, citizens of Goose Creek, Goose Creek Police Department employees, and plaintiffs= counsel) shall have the ability, if necessary, to further monitor and to stay informed of the Defendants= progress and compliance with this Decree, the Defendants shall, on an ongoing basis, collect, compile and evaluate data concerning Law Enforcement Activities on School Property, and shall, at least biannually, be prepared to present this data in a written Compliance Report. Counsel may request these items of information at any other times during the time period of this Order.

22. The Compliance Report, if requested by plaintiffs= counsel, shall compile and evaluate data from all appropriate sources. Plaintiffs= counsel shall have the right to request, and the defendants shall have the obligation to provide, such a biannual Compliance Report if the police reports produced by the defendants pursuant to the preceding paragraph are deemed by counsel to contain insufficient information to allow for meaningful review, or for any other reason, at plaintiffs= counsels= discretion. The defendants shall provide a Compliance Report within 30 days of a request for same. The Compliance Report shall include, for each Law Enforcement Activity on School Property executed during the preceding period (a) the date of the Law Enforcement Activity; (b) the identity (including name, rank and badge number) of the police personnel involved in any aspect of the planning and execution of the activity; (c) the identity of the students or other persons subjected to the Law Enforcement Activity, including their name (unless redaction is necessary to protect the student=s privacy), grade, age and race; (d) the locate of the Activity; (e) the nature of the activity (*i.e.*, search, arrest, use of canine unit, interrogation); (f) the date of any warrants issued and the identity of the issuing judge; (g) the exigent circumstances or voluntary consent, if any, that the Defendants believe excused the warrant requirement; (h) the results of the Law Enforcement Activity, *i.e.*, arrests made,

contraband found; (i) the nature of any oral or written complaints made by any person concerning the actions of police personnel in connection with the Law Enforcement Activity; and (j) the status of any such complaints, including the status of any internal or external investigations, any related findings and recommendations, and any related disciplinary or remedial measures recommended or imposed. Where students' names have been redacted from the Compliance Report, and where learning their identity may assist with accomplishing meaningful investigations, monitoring and/or enforcement proceedings, plaintiff's counsel may petition the Court for the release of the names upon such terms as the Court deems proper, and the defendants agree to not oppose such a petition.

23. The Police Defendants shall attach to each Compliance Report (a) a copy of Law Enforcement Activity warrants issued during the preceding quarter; (b) the Police Department's current School Search and Detention Training materials (or a certification, if applicable, that the materials are identical to materials attached to previous Compliance Reports); (c) attendance sheets for pre-service and in-service training sessions conducted during the preceding quarter, listing the date(s) that the training sessions were conducted and the name, rank and badge number of all attendees; (d) copies of all School Search and Detention Training tests (or a certification, if applicable, that the tests are identical to tests attached to previous Compliance Reports) and test results for the preceding quarter; (e) copies of all correspondence with Goose Creek school administrators pertaining to the Police Defendants' offers to conduct the "school classroom presentations" described in this Decree; and (f) written confirmation of the Defendants' compliance with the Police School Lunch Program described in this Decree, including the name, rank and badge number of each police officer and supervisor who participated in the Program during the preceding quarter, and the location and date of their

participation.

24. The primary purposes of the Compliance Report is (a) to inform all interested parties concerning the Police Defendants= compliance with the terms, conditions and requirements of this Consent Decree, and (b) to measure the effectiveness of the Police Defendants= ongoing efforts to properly plan and execute Law Enforcement Activities on School Property.

25. Immediately upon completion and signing, where applicable, the Police Defendants, or their counsel or other agent, shall mail a copy of the Compliance Report, with all attachments, to plaintiffs= counsel, Gregg Meyers. Plaintiffs= counsel may file copies of any Compliance Report, and copies of any police report, with the Court at any time.

26. The Compliance Report shall be accompanied by a written statement, signed by Chief Becker or his successor in office, certifying the accuracy and completeness of the Report and the underlying data, and certifying that the Police Defendants are in compliance with all of the terms and requirements of this Consent Decree, or explaining, where necessary, any deviation from, or failure to comply fully with, any provision of this Decree. All underlying data shall be stored, for at least 24 months following each Compliance Report, in the custody and control of the Police Defendants, and shall be made available to plaintiffs= counsel or their designees upon a request for same.

27. The Police Defendants may designate portions of the Compliance Reports that must remain confidential, in order to protect the privacy of students or to protect ongoing law enforcement investigations or confidential informants. Such confidentiality designation may be challenged by the plaintiffs through an appropriate motion with the Court; however, those designated portions shall remain confidential, and shall not be disclosed by plaintiffs= counsel,

unless and until such a favorable ruling is rendered, plaintiffs= counsel shall submit such designated portions to the Court as part of a Consent Decree enforcement proceeding, if any, under seal.

VI. CONSTRUCTION OF THIS CONSENT DECREE

28. For purposes of construing this Consent Decree, neither the plaintiffs nor the defendants shall be considered its sole or primary authors. It is a jointly-drafted document. Any rules of construction that interpret contract terms against the drafter shall not apply.

IT IS SO STIPULATED.

THE PLAINTIFFS

BY _____

THE POLICE DEFENDANTS

BY _____
Chief Harvey Becker

BY _____
Donna Givens