THE POLICIES AND PROCEDURES INCLUDED IN THIS MANUAL ARE NOT A CONTRACT OF EMPLOYMENT AND SHOULD NOT BE RELIED ON AS SUCH. THESE POLICIES AND PROCEDURES ARE SUBJECT TO AND MAY BE CHANGED AT ANY TIME BY THE DEPARTMENT OF PUBLIC SAFETY, MEDICAL UNIVERSITY OF SOUTH CAROLINA.

A. Policy

All actions taken by members of this Department must be correct and proper under the law. It is absolutely essential that all officers thoroughly understand their authority and jurisdiction. An illegal arrest or other inappropriate action may lead to a legal action against the officer involved and the Medical University of South Carolina.

B. Geographical Boundaries of Jurisdiction (CALEA 2.1.1)

1. The official map outlining the Medical University of South Carolina Public Safety Department’s geographical boundaries of jurisdiction is located in the communication center and the briefing room of the campus.

   a. A copy of off campus areas/properties are contained in the Read File.

C. Procedure

1. Public Safety Officers employed by the Medical University by virtue of their position are appointed to the office of Constables by the Governor of South Carolina with statewide jurisdiction and arrest powers. Section 23-1-60 of the South Carolina Code of Laws authorizes the use of State Constables by the Governor of the State of South Carolina. The governor may, at his/her discretion, appoint constables to assist in the detection of crime and the enforcement of any criminal laws of the State. The Chief of the South Carolina Law Enforcement Division (SLED) will regulate State Constables and will prescribe such training as he deems appropriate. (CALEA 1.2.1)

2. Officers, when required, are lawfully authorized to execute arrest warrants outside Medical University property for crimes committed within their jurisdiction, or to
assist other law enforcement agencies. They also retain all of their police powers
and authority when officially assigned to the mutual aid and assistance of other law
enforcement agencies. The above authority shall only be used when such actions
are directed by the Chief, unless a life threatening situation exists. (CALEA 1.2.1)

3. Under normal day-to-day operations, MUSC Public Safety Officers are authorized
to enforce the laws of South Carolina and local laws when violations occur in their
presence at MUSC and all rules and regulations officially established, and are
responsible for the control, movement, parking and enforcement of traffic laws and
parking violations of vehicles on the campus and it's adjoining streets, or other
property of the University, with the mutual consent of local law enforcement
agencies. (CALEA 1.2.1) (See Note)

4. When Public Safety Officers are not on university property, they will limit their
arrest powers to felonies or misdemeanors amounting to a breach of the peace if
such crimes are committed in his/her presence. Any arrest will be made with great
discretion as the burden of proof that a crime has in fact been committed is upon
the officer making the arrest. (CALEA 1.2.1) (See Note)

5. Public Safety Officers will not interfere unnecessarily in another police jurisdiction
outside university property. They will take whatever action is required in an
emergency where the public's safety is endangered or where a felony or a serious
breach of the peace is committed within their view. They should apprehend the
offender, if possible, protect the crime scene if necessary, and fully assist the police
having jurisdiction, as requested. In any such case where an arrest is required, the
appropriate law enforcement agency will be notified as soon as possible. (See
Note)

6. It is fully expected that Public Safety Officers will maintain a professional
relationship and close cooperation with all Federal, State and local law
enforcement officers with whom they come in contact in the performance of their
duties. In all situations, off duty or on duty, where assistance is rendered or
requested, or where an arrest is made, a report shall be submitted to the Chief
through channels giving all the details. (See Note)

7. All officers of this Department must request written permission through channels,
to ride along with on-duty police officers of other law enforcement agencies. This
activity does not fall within the provisions of responding to the call for assistance.

8. We recognize that jurisdiction, for the purpose of service delivery, is not generally
an issue and, as such may well extend beyond the confines of the MUSC campus
(ex: student facilities, special events, crime prevention surveys on homes and
facilities, etc.).
D. Concurrent Jurisdiction

- Section 23-20-30-210 and 215 of the Code of Laws of South Carolina. This law was replaced June 3, 2016 with Section 23-20-30 and 23-20-40 of the Code of Laws of South Carolina. As amended, this law provides the basis for agreements that have been signed by the Director of Public Safety and Chiefs with several agencies within the jurisdiction. (CALEA 2.1.2 and 2.1.3)

  a. The jurisdiction Agreement states that the Medical University’s Department of Public Safety will make arrests and conduct follow-up investigations of any on-view crime or crime committed in the presence of a Public Safety Officer.

  b. Public Safety Officers will also handle all crimes committed on or in university property and parking lots.

  c. Officers of the Charleston Police Department has graciously offered to assist the Public Safety Department in any cases when requested to do so. Services provided by the Charleston City Police Department upon include, but are not limited to, the following:

     1) Crime Scene Unit;
     2) Special Weapons and Tactics;
     3) Explosive Ordinance Division;
     4) Hostage Negotiations (also MUSC Crisis Intervention Team is available);
     5) Canine Units (drug, evidence, clearing building, bomb, and tracking);
     6) Mounted Patrol;
     7) Harbor Patrol;
     8) Aviation Units;
     9) Traffic Units;
    10) Accident Investigations/Reconstruction;
    11) Polygraphs;
    12) Narcotics Investigation;
13) Riot/Crowd Control Teams;
14) Additional Manpower;
15) Police Chaplains;
16) Animal Control;
17) Revenue Recovery Unit;
18) Community Relations;
19) Crime Stoppers;
20) Photo Lab;
21) Forensics Lab;
22) AFIS;
23) Parking enforcement;
24) Safety Service;
25) Hit & Run Investigations;
26) Safe Street Unit;
27) Underwater Recovery Unit;
28) Honor guard;
29) School Liaison;
30) Violent Crimes Unit;
31) Persons Crimes Unit;
32) Domestic Violence Unit;
33) Juvenile Unit;
34) Organized Crime/Criminal Intelligence Unit;
35) Seizure Unit;
36) Burglary Unit;
37) Auto Theft Unit; and
38) White Collar Crimes Unit. (CALEA 2.1.2)

2. Section 23-20-30-210 and 215 of the Code of Laws of South Carolina. This law was replaced June 3, 2016 with Section 23-20-30 and 23-20-40 of the Code of Laws of South Carolina. As amended, this law provides the basis for agreements that have been signed by the Director of Public Safety and Chiefs with several agencies within the jurisdiction. (CALEA 2.1.2 and 2.1.3)

a. The jurisdiction Agreement states that the Medical University’s Department of Public Safety will make arrests and conduct follow-up investigations of any on-view crime or crime committed in the presence of a Public Safety Officer.

b. Public Safety Officers will also handle all other crimes committed in VA controlled property areas of the Strom Thurmond Research Facility which are in violation of State and local ordinances. MUSC Public Safety agrees to keep VA Police informed of all reported violations and crimes in VA controlled areas of the Strom Thurmond facility. All serious personal crimes including murder, arson, manslaughter, assault, kidnapping, extortion and rape will require the immediate notification of the FBI and the U.S. Attorney. Theft of government property and crimes on government controlled property less than $5,000 will be the responsibility or the Department of Public Safety, above $5,000 will be referred to the FBI. In matters of government fraud, the Department of Public Safety will investigate and prosecute cases of $25,000 or less, the FBI will handle all cases in excess of $25,000. (CALEA 2.1.2)

3. Section 23-20-30-210 and 215 of the Code of Laws of South Carolina. This law was replaced June 3, 2016 with Section 23-20-30 and 23-20-40 of the Code of Laws of South Carolina. As amended, this law provides the basis for agreements that have been signed by the Director of Public Safety and Chiefs with several agencies within the jurisdiction. (CALEA 2.1.2 and 2.1.3)

a. The jurisdiction Agreement states that the Medical University’s Department of Public Safety will make arrests and conduct follow-up investigations of any on-view crime or crime committed in the presence of a Public Safety Officer.

b. Public Safety Officers will also handle all other crimes committed on or in
university property and parking lots.

E. **Requesting Assistance from Federal law Enforcement or the South Carolina National Guard.**

1. **Federal Law Enforcement.**

   The Director of Public Safety or his designee shall give prior approval for requesting emergency assistance from Federal Law Enforcement. A request for assistance will be initiated from the Director’s office or by his direction. *(CALEA 2.1.4)*

2. **South Carolina National Guard.**

   The Public Safety Department, MUSC, will utilize the procedure provided in Section 25-1-1840 of the South Carolina Code of Laws when the assistance of the South Carolina National Guard is required. *(CALEA 2.1.4)*

F. **Contractual Agreements For Law Enforcement Services:**

1. A written agreement will be entered into between requester and this agency, which governs the law enforcement services provided by this agency and includes: *(CALEA 3.1.1.)*
   
   a. a statement of the specific services to be provided; *(CALEA 3.1.1.a)*
   
   b. specific language dealing with financial agreements between the parties; *(CALEA 3.1.1.b)*
   
   c. specification of the records to be maintained concerning the performance of services by this agency; *(CALEA 3.1.1.c)*
   
   d. language dealing with the duration, modification, and termination of the contract; *(CALEA 3.1.1.d)*
   
   e. specific language dealing with legal contingencies; *(CALEA 3.1.1.e)*
   
   f. stipulation that this agency maintains control over its personnel; *(CALEA 3.1.1.f)*
   
   g. specific arrangements for the use of equipment and facilities; *(CALEA 3.1.1.g)* and
   
   h. a procedure for review and revision, if needed, of the agreement. *(CALEA 3.1.1.h)*
2. The rights of personnel assigned under a contract for law enforcement services will not be abridged by this agency. Participation of any employee of the Department of Public Safety in contracted Law Enforcement Services will not penalize that employee nor will it in any way threaten their employment rights, promotional opportunities, training opportunities, or fringe benefits (CALEA 3.1.2).

3. The Department of Public Safety, Medical University of South Carolina, shall maintain control over all its personnel engaged in any Contractual Agreement for Law Enforcement Services (CALEA 3.1.1.f)

NOTE: Although policy mandates that our jurisdiction is limited to the environs of the Medical University campus and property, common sense dictates that there will be exceptions. In and during unusual circumstances or occurrences when called upon for assistance by a student, faculty member or employee of either institution we serve or the general public, we must extend our service to them. Under no circumstances will we attempt to usurp or circumvent the authority of the Charleston Police Department, or any other law enforcement agency with concurrent jurisdiction. If we are a first responder out of our original jurisdiction, we will render such assistance as required - notifying the City Police Department immediately and remaining on the scene until they arrive - and whatever other assistance is needed,; also, making available to the City Police any information pertaining to our actions.

There are students of the Medical University who live off-campus in the vicinity. We will extend our Escort Policy to assist those who live in peninsular Charleston below Mt. Pleasant Street. This Escort Service will not transport people to or from parties, restaurants, theaters, or other non-school functions.