

BARNSTEAD SCHOOL DISTRICT
MEMORANDUM OF UNDERSTANDING

The Barnstead Police Department and the Barnstead School District agree to work in a joint cooperative effort to provide a safe and healthy school environment for the students, staff, and visitors. We intend to do this in compliance with New Hampshire RSA 193-D, Safe School Zones, as amended.

As required by law, it is agreed that every school employee who has witnessed, or who has information from the victim of an act of theft, destruction, or violence in a safe school zone shall report such act in writing immediately to a supervisor. A supervisor receiving such report shall immediately forward such information to the school principal who shall file it with the local law enforcement authority. Such report shall be made by the Principal to the Barnstead Police Department immediately, by telephone or otherwise, and shall be followed within 48 hours by a report in writing.

The report required above shall include all information as defined in R.S.A. 193-D:1.

The written report shall be waived by law enforcement officials when there is a law enforcement response at the time of the incident which results in a written police report.

"Acts of theft, destruction, or violence" as defined and described below, regardless of the age of the perpetrator, shall be reported as required above:

(a) Homicide under RSA 630

Any death shall be immediately reported to law enforcement officials, regardless of suspected cause.

(b) Any first or second degree assault under RSA 631.

These include assaults causing serious bodily harm and assaults with a deadly weapon.

(c) Any felonious or aggravated felonious sexual assault under RSA 632-A.

All acts of sexual penetration occurring within safe school zones will be reported.

(d) Unlawful possession or sale of a firearm or other dangerous weapon under RSA 159.

Due to the tremendous potential for serious injury or death when firearms are present, any person, except recognized Law Enforcement personnel, in possession of a firearm within Safe School Zones will be reported.

(e) Arson under RSA 634:1.

Any person who knowingly starts any fire or causes any explosion which results in injury or damage to the property of another commits arson.

(f) Burglary under RSA 635.

Any person who enters a building, or separately secured section of a building, with a

purpose to commit a crime inside commits a burglary.

(g) Robbery under RSA 636.

Any theft that is accomplished by the use of physical force or the threat of immediate use of force.

(h) Illegal sale or possession of a controlled drug under RSA 318-B.

Although going beyond the legal requirement, reports will be made on any substance, other than food, that affects the way your mind and body work, excepting legally prescribed medications which are recorded with the appropriate administrative school personnel.

(i) Criminal threatening under RSA 631:4.

This includes putting another person in fear of imminent bodily injury and threatening to commit a crime with a purpose to coerce or terrorize.

The following crimes are defined by RSA 193-2:1.I. as an “act of theft, destruction or violence.” However, the parties recognize and agree that simple assaults will not normally be reported to the police department and will usually be handled as an internal disciplinary matter as permitted by RSA 193-D:4.I(b). The parties further acknowledge and agree that common sense dictates that not every act which may fit the technical definition of criminal mischief under RSA 634:2 and theft under RSA 637 needs to be reported to the police department. For example, purposefully breaking or stealing a fellow student’s pencil is not required to be reported. Therefore, acts of simple assault, criminal mischief, and theft as defined and described below will be reported only when the school principal reasonably believes that the act is serious enough so that the police department would expect the act to be reported.

(a) Simple assault under RSA 631:2-a.

Simple assault includes knowingly making unprivileged contact with another person. This will rarely, if ever, be reported. This also includes knowingly or recklessly causing bodily injury to another. This will be reported only when the act or the bodily injury is deemed serious enough by the principal to be reported. This also includes negligently causing bodily injury with a deadly weapon. This will be reported.

(b) Criminal mischief under RSA 634:2.

This includes purposely or recklessly damaging the property of another. This includes school property.

(c) Theft under RSA 637.

This is the obtaining or exercising of unauthorized control over the property of another.

The parties agree, as authorized by RSA 193-D:7, to exchange information relating only to acts of theft, destruction, or violence in a safe school zone regarding the identity of any juvenile, police records relating to a juvenile, or other relevant information when such information reasonably relates to delinquency or criminal conduct, suspected delinquency or suspected criminal conduct, or any conduct which would classify a pupil as a child in need of services

under RSA 169-D or a child in need of protection under RSA 169-C.

The parties recognize that not every action which is reported will be found to be a violation of law or be prosecuted. However, reporting an incident will allow the police department to make an investigation to determine that. The school district therefore agrees to err on the side of filing a report when there is doubt as to whether an incident should be reported.

The parties agree that their representatives will meet on a regular basis to discuss the implementation of this Memorandum of Understanding, particularly with respect to which acts of simple assault, criminal mischief, and theft the police department expects to be reported. In addition the parties agree that they will meet annually to review the purpose of the memorandum of understanding.

The following terms, as defined in RSA 193-D:1 apply to this memorandum:

“Safe school zone” means an area inclusive of any school property or school buses.

“School” means any public or private elementary, secondary, or secondary vocation-technical school in New Hampshire. It shall not include home schools under RSA 193-A.

"School Employee" means any school administrator, teacher, or other employee of any public, or private school, School District, school department, or school administrative unit, or any person providing or performing continuing contact services for any public or private school, School District, school department, or school administrative unit.

"School property: means all real property, physical plan and equipment used for school purposes, including but not limited to school playgrounds and buses, whether public or private.

"School purposes" means school-sponsored programs, including but not limited to educational or extra-curricular activities.

Nothing contained in this memorandum is intended to limit the events that may be reported to the police department or to limit school employees from requesting police assistance on matters not referred to in this memorandum.

This Memorandum of Understanding replaces any previous written or oral understanding between the parties.

Signed by the parties on the dates indicated below, to be effective upon the date of the second party to sign.

Date: _____

The Barnstead Police Department

By: _____

Title: _____

Date: _____

The Barnstead School District

By: _____

Title: _____