SOUTHERN NAZARENE UNIVERSITY ANNUAL FIRE SAFETY REPORT

2017/18 FIRE SAFETY REPORT

Overview

The Higher Education Opportunity Act (PL 110-315) became law in August 2008, requiring all United States academic institutions to produce an annual fire safety report outlining the fire safety practices, standards, and all fire-related student housing statistics. The following public disclosure report details all information required by this law as it relates to Southern Nazarene University in Bethany, OK. This report covers the 2016-17 academic year.

I. General Statement of University Owned/Controlled Student Housing

Southern Nazarene University's three residence halls (Bracken, Hills, and Snowbarger) are completely covered by a State Fire Marshall approved and regularly inspected fire alarm systems which are monitored 24 hours/day, seven days/week via Campus Security dispatch. All of the Residence Halls are covered by automatic fire suppression sprinkler systems. Imel Townhouses are covered by a State Fire Marshall approved and regularly inspected fire alarm system which is monitored 24 hours/day, seven days/week via Campus Security dispatch. Imel Townhouses are covered by automatic fire suppression sprinkler systems. Asbury and Chapman apartment buildings have battery operated, smoke detectors located in each individual living unit. Smoke detectors are tested four times each year and batteries are replaced as needed (at least annually).

Fire extinguishers are located in prominent and public locations in each of the four University residence halls as well as in Imel Townhouses, Asbury Apartments, and Chapman Apartments. Building evacuation routes and resident assembly points are posted in the common spaces and on each floor of all residence halls and in Imel Townhouses.

All Campus Security and Residence Life staff members receive comprehensive fire safety training at the beginning of each academic year. Residence Life staff receives fire extinguisher training on an active fire at the beginning of each academic year. In addition, emergency and evacuation procedures are reviewed regularly with occupants and staff of each campus living area. Emergency Evacuation maps are posted on each dorm floor to direct residents to exits. Mandatory fire drills are conducted once each semester for every living area in accordance with the National Fire Protection Association Life Safety Code.

II. Fire Statistics 2017-18

Log

1. 08/13/2017 08:39 p.m. Hills

G109 detector went off. Source unknown. Room was hot, windows were open. No smells or smoke detected. Building evacuated. Bethany Fire and Campus Security cleared and reset the system. No injuries, no damages.

2. 08/19/2017 7:44 a.m. and 7:59 a.m. Herrick Auditorium.

Alarm went off. Unknown source. Building evacuated. Bethany Fire checked building, tested and cleared system. No injuries, no damages.

3. 09/06/2017 5:29 p.m. Imel Townhouse. 6710 NW 43rd St.

Smoke detector went off. Source was burned chicken. Building evacuated. Campus Security tested and cleared system, instructed students to be careful when cooking. No injuries, no damages.

4. 09/07/2017 11:40 p.m. Hills

Source, burned popcorn. Building evacuated. Campus Security tested and cleared system. No injuries, no damages.

5. 09/26/2017 10:37 p.m. Snowbarger

224 smoke detector. Source was burned macaroni and cheese. Building evacuated. Bethany Fire and Campus Security assessed building. Door and window open for ventilation. No fire detected. Alarm was cleared and reset. No injuries, no damages.

6. 10/01/2017 5:45 p.m. Snowbarger

311 smoke detector went off. Source was a resident pulling down clothes hanging from sprinkler head. Building evacuated. Bethany Fire and Campus Security tested and cleared system. No injuries, carpet and walls were soaked with water.

7. 10/05/2017 12:50 p.m. Snowbarger

5th Floor East pull station. Campus Security tested and cleared system. Building evacuated. No injuries, no damages.

8. 10/12/2017 24:04 a.m. Commons.

Cause unknown. 405 employee stated all was turned off when they left. Building unoccupied. Bethany Fire could not find cause. Bethany Fire and Campus Security tested and cleared system. No injuries, no damages.

9. 10/17/2017 3:39 p.m. Snowbarger

407 smoke detector went off. Source unknown; possible burned razor. Building evacuated. Bethany Fire and Campus Security tested and cleared system. No injuries, no damages.

10. 10/28/2017 4:02 a.m. Hills

G303 smoke detector alarm went off. Source unknown. Building evacuated. Bethany Fire and Campus Security tested and cleared system. No injuries, no damages.

11. 11/11/2017 9:10 a.m. Hills

Hills J410 alarm went off. Security dispatched, advised not to call Bethany Fire Dept. No burning odor/smoke. Building evacuated. Campus Security tested and cleared system. No injuries, no damages.

12. 11/12/2017 11:28 p.m. Bracken Hall

Bracken A-33 smoke detector alarm went off. Source possibly a vape. Building evacuated. Campus Security tested and cleared system. No injuries, no damages.

13. 11/15/2017 5:20 p.m. Hills

Hills conference room kitchen H100 B smoke detector alarm went off. Building evacuated. Source was from spilled food in oven causing smoke. No fire. Bethany Fire and Campus Security tested and cleared system. No injuries, no damages.

14. 11/21/2017 10:36 p.m. Hills

Hills G204 Smoke detector 1st floor apartment kitchen went off. Building evacuated. RD called Dispatch to give cause of burned food, no fire. Dispatched cancelled 911 call. Source burned food. Campus Security tested and cleared system. No injuries, no damages.

15. 11/21/2017 4:00 p.m. Fire Drill

A fire drill was conducted in Hills, Bracken, and Snowbarger Residence Halls.

16. 11/29/2017 11:30 p.m. Snowbarger

401 alarm went off. Unknown source. Building evacuated. Security officer noted window was open but not cold in room. Possible vape being used. Campus Security tested and cleared system. No injuries, no damages.

17. 12/24/2017 10:34 a.m. Herrick

Herrick fire panel showed "first floor water flow switch." Security called 911. Building evacuated. Source unknown. Campus Security tested and cleared system. No injuries, no damages.

18. 02/08/18 4:00 p.m. Fire Drill

A fire drill was conducted in Hills, Bracken, and Snowbarger Residence Halls.

19. 02/13/2018 8:15 p.m. Imel 1 & 2

Imel 1& 2 detector alarm went off. Source: Burned eggs. Building evacuated. Security officer confirmed there was no fire. Campus Security tested and cleared system. No injuries, no damages.

20. 02/22/2018 12:45 p.m. Cantrell 101

Source: Ceiling water leak triggered fire alarm. Building was unoccupied. Security officer confirmed there was no fire. Campus Security tested and cleared system. No injuries. Damage to ceiling tiles in Rm. 101.

21. 03/01/2018 9:10 p.m. Hills H200

H200 detector alarm went off. Source: Burned popcorn. Building evacuated. Security officer confirmed there was no fire. Campus Security tested and cleared system. No injuries, no damages.

22. 04/16/2018 1:50 a.m. Snowbarger 306

Rm 306 detector alarm went off. Source: Vaping. Building evacuated. Fire Department on scene. Bethany Fire and Campus Security tested and cleared system. No injuries, no damages.

23. 05/07/2018 3:22 a.m. Hills 400C

400C detector alarm went off. Source: Unknown. Building evacuated. Fire Department on scene. Bethany Fire and Campus Security tested and cleared system. No injuries, no damages.

24. 05/10/2018 2:30 p.m. Snowbarger

Snowbarger, East end of South hallway, 3rd floor alarm went off. Source: Unknown. Pull station possibly damaged.. Building unoccupied.. Security officer confirmed there was no fire. Bethany Fire and Campus Security tested and cleared system. No injuries, no damages.

Statistical Summary

2017-18 Totals

Injuries 0
Fire-related Death 0
Incidents Causing Damage 0
Residence Hall Fire Drills Conducted 3
Value of Property Damage \$0.00

Definitions

The following definitions are applicable:

- Cause of fire: The factor or factors that give rise to a fire. The causal factor may be, but is not limited to, the result of an intentional or unintentional action, mechanical failure, or act of nature.
- Fire: Any instance of open flame or other burning in a place not intended to contain the burning or in an uncontrolled manner.
- Fire drill: A supervised practice of a mandatory evacuation of a building for a fire.
- Injury: Any instance in which a person is injured as a result of a fire, including an injury sustained from a natural or accidental cause, while involved in fire control, attempting rescue, or escaping from the dangers of a fire. The term "person" may include students, faculty, staff, visitors, firefighters, or any other individuals.
- Fire-related death: Any instance in which a person (1) is killed as a result of a fire, including death resulting from a natural or accidental cause while involved in fire control, attempting rescue, or escaping from the dangers of a fire; or (2) dies within one year of injuries sustained as a result of a fire.
- Fire-safety system: Any mechanism or system related to the detection of a fire, the warning resulting from a fire, or the control of a fire. This may include sprinkler systems or other fire extinguishing systems; fire detection devices; stand-alone smoke alarms; devices that alert one to the presence of a fire, such as horns, bells, or strobe lights; smoke-control and reduction mechanisms; and fire doors and walls that reduce the spread of a fire.
- Value of property damage: The estimated value of the loss of the structure and contents, in terms of the cost of replacement in like kind and quantity. This estimate should include contents damaged by fire, and related damages caused by smoke, water, and overhaul; however, it does not include indirect loss, such as business interruption.

III. Specific Fire Prevention Policies

It is the policy of Southern Nazarene University to provide faculty, staff, students and visitors with the safest possible environment, free from potential fire hazards. The primary goal is to recognize hazardous conditions and take appropriate action before such conditions result in a fire. The goal is accomplished by conducting periodic safety inspections of all residence facilities and increasing the fire safety awareness of residents by conducting fire drills.

To minimize the potential for fires in residential facilities, the following policies are in effect:

Entry, Search and Inspection of Rooms

The Offices of Residence Life and Housing and the Department of Campus Safety, reserve the right to enter students' rooms to ensure community health and safety, and assess violations of the University Policies and Standards of Conduct.

In order to maintain physical facilities and cleanliness of living conditions, it is imperative that appropriate administrative officials inspect residence hall rooms and apartments at regularly stated intervals. Students whose rooms are found lacking will be expected to promptly make any needed corrections as determined by SNU officials. Failure to comply with these directions will result in the student being fined or other corrective intervention.

To ensure the safety, security or well-being of members of the SNU residential community or the community at-large, and to enforce the University guidelines or policies, University officials, with probable cause or reasonable suspicion, may enter individual rooms, make a search, and confiscate illegal or otherwise forbidden items which may be used as evidence in subsequent disciplinary proceedings, provided authorization for such entry and search is obtained from the Associate Vice President for Student Life and/or the Associate Dean of Students or designee. Students at the time of search are required to present and unlock any safes, locking cabinets, or other storage devices that are on University Property.

The University recognizes that students' rooms and apartments are their homes while enrolled at Southern Nazarene University and acknowledges each student's right of privacy. It should be noted that all residential units, and parking lots owned by the University, are the property of Southern Nazarene University. Responsibility for immediate supervision lies with the university administration. The University may make random, unannounced checks of any resident spaces to ensure the safe and secure operations of University residence facilities.

Fire Safety

Fire hazards, including but not limited to, incense, burning candles, halogen lamps, exposed heating elements, or personal BBQ grills are prohibited in or around any residential living area. Cooking of food in residence hall rooms is not permitted.

Light fixtures in the residential community should never be obstructed or covered by any material. Students may not cover their walls in any material that will create a fire hazard. Flammable materials (e.g., gasoline, fireworks, etc.) may not be kept in the campus residence.

Fire extinguishers must not be used or removed from their storage rack except in case of fire. The safety of community members requires that fire extinguishing equipment, fire alarm systems, (including smoke detectors, emergency evacuation lights), and fire doors are kept for authorized use only, other use is prohibited by law. Violators are subject to a minimum fine of \$250 and/or additional legal/disciplinary action.

Flammable Materials

Local laws prohibit the use of fireworks and the use of or possession on campus and will result in a minimal fine of \$100 and/or additional legal/disciplinary action. Other flammable materials (e.g. gasoline, candles, incense, etc.) may not be kept in the residence halls or apartments. (See Residential Living Policies for more information).

Personal Property Insurance

The University suggests to residential students that they enroll in a renter's insurance policy. The University does not assume responsibility or liability for any theft, loss, damage, or destruction to student's personal property that is brought to campus, including in university residence halls. Students assume full responsibility and liability for all personal property.

Smoke detectors

Each student's room in the residence halls and campus apartments is equipped with a smoke detector. Tampering with these devices is strictly prohibited. Students should contact a Residence Life official immediately to report a broken or non-working smoke detector.

Tobacco

The possession and/or use of tobacco in any form is not permitted on or off campus. Also, the displaying of tobacco paraphernalia is prohibited. Individuals who are found in violation of the University Lifestyle Policy and Standards of Conduct face disciplinary action including fines, community service, or suspension from the University.

Weapons

The presence of weapons on campus poses an unacceptable risk to the health and safety of all members and guests of the Southern Nazarene University community. Therefore, the possession of weapons is prohibited on the University campus, and on University controlled property. For the purpose of this policy a weapon is defined as any instrument, article, or substance which is specifically designed for and presently capable of causing death, incapacitation, or serious physical injury. Weapons may include, but are not limited to: firearms, ammunition, explosive devices, pellet/BB guns, paintball guns, bows and knives, slingshots and water balloon launchers, martial arts equipment, swords, switchblades, knives with blades longer than three and one half inches. University personnel have the right to secure weapons on the private or controlled property of Southern Nazarene University.

IV. Plans for Improving Fire Safety

- 1) Continue to update signage communicating building evacuation and assembly points in all university residential facilities, in particular focusing on additional signage per apartment unit in those facilities.
- 2) Provide hard-wired smoke detectors in Chapman.
- 3) Continue to monitor and review the locations of fire extinguishers ensuring they are in the best locations.

APPENDIX A

Definitions under Oklahoma law:

Dating violence is not defined in Oklahoma; however, violence against a person with whom the perpetrator is in a dating relationship is considered domestic violence, defined below. A **dating relationship** is defined as: a courtship or engagement relationship. For purposes of this act, a casual acquaintance or ordinary fraternization between persons in a business or social context shall not constitute a dating relationship. 22 Okla. Stat. § 60.1.

Domestic violence is not defined in Oklahoma law. However, the criminal definition of **domestic abuse** is defined as: Any person who commits any assault and battery against a current or former spouse, a present spouse of a former spouse, a former spouse of a present spouse, parents, a foster parent, a child, a person otherwise related by blood or marriage, a person with whom the defendant is or was in a dating relationship as defined by Section 60.1 of Title 22 of the Oklahoma Statutes, an individual with whom the defendant has had a child, a person who formerly lived in the same household as the defendant, or a person living in the same household as the defendant shall be guilty of domestic abuse. 21 Okla. Stat. § 644.

Sexual assault:

- a. rape, or rape by instrumentation, as defined in Sections 1111, 1111.1 and 1114 of this title, or
- b. forcible sodomy, as defined in Section 888 of this title. 21 Okla. Stat. § 142.20.

Rape (as used in the definition for "sexual assault)":

A. Rape is an act of sexual intercourse involving vaginal or anal penetration accomplished with a male or female who is not the spouse of the perpetrator and who may be of the same or the opposite sex as the perpetrator under any of the following circumstances:

- 1. Where the victim is under sixteen (16) years of age;
- 2. Where the victim is incapable through mental illness or any other unsoundness of mind, whether temporary or permanent, of giving legal consent;
- 3. Where force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person;
- 4. Where the victim is intoxicated by a narcotic or anesthetic agent, administered by or with the privity of the accused as a means of forcing the victim to submit:

- 5. Where the victim is at the time unconscious of the nature of the act and this fact is known to the accused:
- 6. Where the victim submits to sexual intercourse under the belief that the person committing the act is a spouse, and this belief is induced by artifice, pretense, or concealment practiced by the accused or by the accused in collusion with the spouse with intent to induce that belief. In all cases of collusion between the accused and the spouse to accomplish such act, both the spouse and the accused, upon conviction, shall be deemed guilty of rape;
- 7. Where the victim is under the legal custody or supervision of a state agency, a federal agency, a county, a municipality or a political subdivision and engages in sexual intercourse with a state, federal, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim; or
- 8. Where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in sexual intercourse with a person who is eighteen (18) years of age or older and is an employee of the same school system.
- B. Rape is an act of sexual intercourse accomplished with a male or female who is the spouse of the perpetrator if force or violence is used or threatened, accompanied by apparent power of execution to the victim or to another person. 21 Okla. Stat. § 1111

Rape by instrumentation (as used in the definition of "sexual assault"):

Rape by instrumentation is an act within or without the bonds of matrimony in which any inanimate object or any part of the human body, not amounting to sexual intercourse is used in the carnal knowledge of another person without his or her consent and penetration of the anus or vagina occurs to that person. Provided, further, that at least one of the circumstances specified in Section 1111 of this title has been met; further, where the victim is at least sixteen (16) years of age and is less than twenty (20) years of age and is a student, or under the legal custody or supervision of any public or private elementary or secondary school, junior high or high school, or public vocational school, and engages in conduct prohibited by this section of law with a person who is eighteen (18) years of age or older and is an employee of the same school system, or where the victim is under the legal custody or supervision of a state or federal agency, county, municipal or a political subdivision and engages in conduct prohibited by this section of law with a federal, state, county, municipal or political subdivision employee or an employee of a contractor of the state, the federal government, a county, a municipality or a political subdivision that exercises authority over the victim, consent shall not be an element of the crime. Except for persons sentenced to life or life without parole, any person sentenced to imprisonment for two (2) years or more for a violation of this section shall be required to serve a term of post-imprisonment supervision pursuant to subparagraph f of paragraph 1 of subsection A of Section 991a of Title 22 of the Oklahoma Statutes under conditions determined by the Department of Corrections. The jury shall be advised that the mandatory post-imprisonment supervision shall be in addition to the actual imprisonment. 21 Okla. Stat. § 1111.1.

Forcible sodomy (as used in the definition of "sexual assault"):

A. Any person who forces another person to engage in the detestable and abominable crime against nature, pursuant to Section 886 of this title, upon conviction, is guilty of a felony punishable by imprisonment in the custody of the Department of Corrections for a period of not more than twenty (20) years. Except for persons sentenced to life or life without parole, any person sentenced to imprisonment for two (2) years or more for a violation of this subsection shall be required to serve a term of post-imprisonment supervision pursuant to subparagraph f of paragraph 1 of subsection A of Section 991a of Title 22 of the Oklahoma Statutes under conditions determined by the Department of Corrections. The jury shall be advised that the mandatory post-imprisonment supervision shall be in addition to the actual imprisonment. Any person convicted of a second violation of this section, where the victim of the second offense is a person under sixteen (16) years of age, shall not be eligible for probation,

suspended or deferred sentence. Any person convicted of a third or subsequent violation of this section, where the victim of the third or subsequent offense is a person under sixteen (16) years of age, shall be punished by imprisonment in the custody of the Department of Corrections for a term of life or life without parole, in the discretion of the jury, or in case the jury fails or refuses to fix punishment then the same shall be pronounced by the court. Any person convicted of a violation of this subsection after having been twice convicted of a violation of subsection 1114 of this title, a violation of Section 1123 of this title or sexual abuse of a child pursuant to Section 843.5 of this title, or of any attempt to commit any of these offenses or any combination of said offenses, shall be punished by imprisonment in the custody of the Department of Corrections for a term of life or life without parole.

- B. The crime of forcible sodomy shall include:
- 1. Sodomy committed by a person over eighteen (18) years of age upon a person under sixteen (16) years of age; or
- 2. Sodomy committed upon a person incapable through mental illness or any unsoundness of mind of giving legal consent regardless of the age of the person committing the crime; or
- 3. Sodomy accomplished with any person by means of force, violence, or threats of force or violence accompanied by apparent power of execution regardless of the age of the victim or the person committing the crime; or
- 4. Sodomy committed by a state, county, municipal or political subdivision employee or a contractor or an employee of a contractor of the state, a county, a municipality or political subdivision of this state upon a person who is under the legal custody, supervision or authority of a state agency, a county, a municipality or a political subdivision of this state; or
- 5. Sodomy committed upon a person who is at least sixteen (16) years of age but less than twenty (20) years of age and is a student of any public or private secondary school, junior high or high school, or public vocational school, with a person who is eighteen (18) years of age or older and is employed by the same school system. 21 Okla. Stat. § 888.

Stalking:

Any person who willfully, maliciously, and repeatedly follows or harasses another person in a manner that:

- 1. Would cause a reasonable person or a member of the immediate family of that person as defined in subsection F of this section to feel frightened, intimidated, threatened, harassed, or molested; and
- 2. Actually causes the person being followed or harassed to feel terrorized, frightened, intimidated, threatened, harassed, or molested, upon conviction, shall be guilty of the crime of stalking, which is a misdemeanor punishable by imprisonment in a county jail for not more than one (1) year or by a fine of not more than One Thousand Dollars (\$1,000.00), or by both such fine and imprisonment
- F. For purposes of this section:
- 1. "Harasses" means a pattern or course of conduct directed toward another individual that includes, but is not limited to, repeated or continuing unconsented contact, that would cause a reasonable person to suffer emotional distress, and that actually causes emotional distress to the victim. Harassment shall include harassing or obscene phone calls as prohibited by Section 1172 of this title and conduct prohibited by Section 850 of this title. Harassment does not include constitutionally protected activity or conduct that serves a legitimate purpose;

- 2. "Course of conduct" means a pattern of conduct composed of a series of two (2) or more separate acts over a period of time, however short, evidencing a continuity of purpose. Constitutionally protected activity is not included within the meaning of "course of conduct";
- 3. "Emotional distress" means significant mental suffering or distress that may, but does not necessarily require, medical or other professional treatment or counseling;
- 4. "Unconsented contact" means any contact with another individual that is initiated or continued without the consent of the individual, or in disregard of that individual's expressed desire that the contact be avoided or discontinued. Constitutionally protected activity is not included within the meaning of unconsented contact. Unconsented contact includes but is not limited to any of the following:
 - a. following or appearing within the sight of that individual,
 - b. approaching or confronting that individual in a public place or on private property,
 - c. appearing at the workplace or residence of that individual,
 - d. entering onto or remaining on property owned, leased, or occupied by that individual,
 - e. contacting that individual by telephone,
 - f. sending mail or electronic communications to that individual, and
 - g. placing an object on, or delivering an object to, property owned, leased, or occupied by that individual; and
- 5. "Member of the immediate family", for the purposes of this section, means any spouse, parent, child, person related within the third degree of consanguinity or affinity or any other person who regularly resides in the household or who regularly resided in the household within the prior six (6) months. 21 Okla. Stat. § 1173.