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Introduction

A Message from the Police Chief

To the OPSU-Goodwell Community,

Thank you for taking the time to read this publication. It is packed with helpful information about safety and security on our campus. The Goodwell Police Department is a professional, full-service law enforcement agency with responsibility to provide police services to all areas of our campus community.

We are committed to establishing a partnership with the community and with OPSU to address safety concerns, reduce crime and improve quality-of-life issues.

This report is part of our on-going effort to inform you of the safety programs and services available to the university community, the crimes that are reported to our police, and the steps you can take to maintain a safe and secure campus. It also is provided as our compliance document as called for under the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act as required by the Higher Education Opportunity Act. We take the commission of crimes against our students, faculty, staff and visitors personally and aggressively investigate reported crimes. We also collaborate with other law enforcement agencies and campus groups to reduce crime on campus.

For more information about the Jeanne Clery Act, visit the Clery Center for Security on Campus website below:

http://www.clery.org

We must work to ensure that our persons and property are secure and protected by a responsible, vigilant and caring population of involved people who report suspicious and unlawful behavior immediately to Police.

Please do your part by getting involved and securing your property. Let’s work together to keep campus safe.

Sincerely,
Andrew Ramirez
Chief of Police
Goodwell, OK

OPSU/Goodwell Police Telephone Directory

Emergencies .................................................................911
NOTICE OF AVAILABILITY OF ANNUAL SECURITY REPORT

The Goodwell Police Department and Oklahoma Panhandle State University are committed to assisting all members of the community in providing for their own safety and security. The annual security and fire safety compliance document is available. If you would like to receive the combined Annual Security and Fire Safety Report which contains this information, you can stop by the Goodwell Police Department at 104 S. Main, Goodwell, OK 73939 or you can request that a copy be mailed to you by calling (580) 349-2566. The Annual Security and Fire Safety Report is also available by request through the Office of Student Affairs in Sewell-Loofbourrow Hall, Room 101 at 316 W. Sewell St., Goodwell OK 73939 or by calling the OPSU Dean of Students at (580)349-1362.

The booklet contains information regarding campus security and personal safety including topics such as: crime prevention, fire safety, law enforcement authority, crime reporting policies, disciplinary procedures and other matters of importance related to security and safety on campus. They also contain information about crime statistics for the three previous calendar years concerning reported crimes that occurred on campus; in certain off-campus buildings or property owned or controlled by OPSU; and on public property within, or immediately adjacent to and accessible from the campus.

This information is required by law and is provided by the Goodwell Police Department and Oklahoma Panhandle State University.

CAMPUS SECURITY AUTHORITIES

The U.S. Department of Education defines campus security authorities as:
• A campus police department or a campus security department of an institution.

• Any individual or individuals who have responsibility for campus security but who do not constitute a campus police department or a campus security department (e.g., an individual who is responsible for monitoring the entrance into institutional property).

• Any individual or organization specified in an institution’s statement of campus security policy as an individual or organization to which students and employees should report criminal offenses.

• An official of an institution who has significant responsibility for student and campus activities, including, but not limited to, student housing, student discipline and campus judicial proceedings.

DESIGNATED CAMPUS SECURITY AUTHORITIES

The following individuals are designated campus security authorities:

**Goodwell Police Department**
All Sworn Police Officers

**Student Services**
Dean of Student Affairs
Director of Counseling Services, Career Services, and Testing
Student Health Clinic Nurse
Housing Director
Residential Life Supervisor
Residence Halls Resident Assistants

**Campus Law Enforcement Authority**

Goodwell Police have complete police authority to apprehend and arrest anyone involved in illegal acts on-campus and areas immediately adjacent to the campus. If minor offenses involving University rules and regulations are committed by a University student, the campus police may also refer the individual to the disciplinary division of Student Affairs. See the attached copies of the Agreement for Law Enforcement Services.

Major offenses such as rape, murder, aggravated assault, robbery, and auto theft are to be reported to the local police and joint investigative efforts with investigators from Texas County Sheriff’s Office and any other applicable agencies are deployed to solve these serious felony crimes. The prosecution of all criminal offenses, both felony and misdemeanor, are conducted at either Municipal, District Court of Texas County.
Goodwell Police personnel work closely with local, state, and federal police agencies and have direct radio communication with the Texas County Sheriff’s Office. The Goodwell Police Department is also a part of the Texas County E-911 Emergency System.

By mutual agreement with state and federal agencies, The Goodwell Police Department maintains an NLETS terminal (National Law Enforcement Telecommunications Network). Through this system police personnel can access the National Crime Information Computer system. These computer databases are used for accessing criminal history data, nationwide police records, driver/vehicle identification information, as well as other local, state and federal law enforcement information.

Through coordination with local law enforcement agencies, any criminal activity engaged in by students at off-campus locations of student organizations, is monitored and recorded. This information is provided to the Dean of Students for any action or follow-up that may be required.

**Relationship with Other Law Enforcement Agencies**

The Goodwell Police Department maintains a close working relationship with the Texas County Sheriff’s Office (TCSO). The GPD staff occasionally works with other law enforcement agencies in the area, including the Oklahoma State Bureau of Investigation (OSBI), Oklahoma Highway Patrol (OHP), Oklahoma Bureau of Narcotics (OBN), Department of Fish and Game and the Federal Bureau of Investigation (FBI). Meetings are held between the leaders of these agencies on both a formal and informal basis. The officers communicate regularly on the scene of incidents that occur in and around the campus area. The Goodwell Police investigators work closely with the investigative staff at the above named agencies when incidents arise that require joint investigative efforts, resources, crime related reports and exchanges of information, as deemed necessary. There is no written memorandum of understanding between GPD and every agency named herein.

**TIMELY WARNING POLICY**

In the event that a situation arises, either on or off campus, that in the judgement of the Goodwell Police Chief or the Dean of Students, constitutes an ongoing or continuing threat, a campus-wide “timely warning” will be issued. The warning will be issued through the university e-mail system and the RAVE text messaging system.

Depending on the particular circumstances of the crime, especially in all situations that could pose an immediate threat to the community and individuals, the Dean of Students may also post a notice to the campus-wide electronic message boards, the University website (www.opsu.edu), and/or social media. The Dean of Students, in coordination with the Communications Office and the campus web designer may post additional and
more detailed information to the University website. Additional paper notices may be posted at the entrances to each residence hall and the Student Union. Anyone with information warranting a timely warning should report the circumstances to the Goodwell Police Department, by phone at 580-338-4000.

DAILY CRIME LOG

A daily crime log is available for review at the Student Affairs Office in Sewell-Loobourrow 101 on the OPSU campus. The information in the crime log typically includes the case number, classification, date reported, date occurred, time occurred, general location and disposition of each crime. It does not include names of the parties involved.

EMERGENCY RESPONSE AND EVACUATION PROCEDURES STATEMENT

The OPSU Emergency Operations Plan includes information about incident response teams, University operating status parameters; incident priorities and performance expectations; shelter-in-place and evacuation guidelines; and local contingency and continuity planning requirements. University departments are responsible for developing contingency plans and continuity of operations plans for their staff and areas of responsibility. The University conducts numerous emergency response exercises each year, such as table top exercises, field exercises, and tests of the emergency notification systems on campus. These tests are designed to assess and evaluate the emergency plans and capabilities of the institution.

Goodwell Police officers and supervisors have received training in Incident Command and Responding to Critical Incidents on Campus. When a serious incident occurs that causes an immediate threat to the campus, the first responders to the scene are usually the GPD and Fire and Emergency Medical Services Department, and they typically respond and work together to manage the incident. Depending on the nature of the incident, other law enforcement agencies and other local or federal agencies could also be involved in responding to the incident.

General information about the emergency response and evacuation procedures for Goodwell Police Department are publicized each year as part of the institution’s Clery Act compliance efforts and that information is available on the GWPD web site. Detailed information about and updates to the OPSU Emergency Operations Plan are available in the OPSU Dean of Students’ office.

All members of the OPSU Community are notified on an annual basis that they are required to notify the Goodwell Police Department (GPD) of any situation or incident on campus that involves a significant emergency or dangerous situation that may involve an immediate or ongoing threat to the health and safety of students and/or employees.
on campus. GPD has the responsibility of responding to, and summoning the necessary resources, to mitigate, investigate, and document any situation that may cause a significant emergency or dangerous situation. In addition, the Goodwell Police Department has a responsibility to respond to such incidents to determine if the situation does in fact, pose a threat to the community. If that is the case, Federal Law requires that the institution immediately notify the campus community or the appropriate segments of the community that may be affected by the situation.

NOTIFICATION TO UNIVERSITY COMMUNITY ABOUT AN IMMEDIATE THREAT

The OPSU Office of Student Affairs receives information regarding threats to the campus community from various offices/departments on campus, such as the Goodwell Police Department, the Texas County Sheriff’s Office, local Emergency Management, etc. If GPD or the Office of Student Affairs confirms that there is an emergency or dangerous situation that poses an immediate threat to the health or safety of some or all members of the community, they will collaborate to determine the content of the message and will use some or all of the systems described below to communicate the threat to the campus community or to the appropriate segment of the community, if the threat is limited to a particular building or segment of the population. OPSU will, without delay and taking into account the safety of the community, determine the content of the notification and initiate the notification system, unless issuing a notification will, in the judgment of the first responders (including, but not limited to: GPD, TCSO, and/or the Fire and Emergency Medical Services), compromise the efforts to assist a victim or to contain, respond to, or otherwise mitigate the emergency.

In the event of a serious incident that poses an immediate threat to members of the community, the University has various systems in place for communicating information quickly. Some or all of these methods of communication may be activated in the event of an immediate threat to the campus community. These methods of communication include network emails, voice mails, emergency text messages that can be sent to a phone or PDA (individuals can sign up for this service on the Aggie Access web site), and University social media and websites. The University will post updates during a critical incident on the OPSU website at www.opsu.edu.

MEDICAL EMERGENCIES

Steps to take in a medical emergency:

1. Do not move the patient unless his or her life is in danger.
2. Have someone stay with the patient until help arrives.
3. Call 911. Tell them your name, your exact location and a brief description of the problem. Do not hang up until told to do so.
4. Meet emergency personnel to guide them to the patient.
The OPSU Student Health Clinic is located in Student Union 2 and is open Monday through Thursday, 8 a.m.-12 p.m. during the fall and spring semesters. The Student Health Clinic is closed when classes are not in session (i.e. spring break). Most services are provided to students free of charge. Medications, including antibiotics, flu shots, Hepatitis B, and tetanus immunizations and selected laboratory tests are obtainable at cost. Employees may use the Student Health Clinic at a fee of $5 per visit. A local doctor is available for consultation through the registered nurse in the health clinic. If the nurse is not available, please go to the Student Affairs Office to obtain a referral to a doctor.

CAMPUS WIDE EMERGENCY RESPONSE

The purpose of this policy is to establish emergency response procedures for OPSU, as required by the Higher Education Opportunity Act of 2008. This policy applies to all students and employees of OPSU.

Testing Emergency Response and Evacuation Procedures

An evacuation drill is coordinated by the OPSU Office of Residential Life each semester for all community-living facilities on campus. Thus, the emergency response and evacuation procedures are tested at least twice each year. Students learn the locations of the emergency exits in the buildings and are provided guidance about the direction they should travel when exiting each facility for a short-term building evacuation. OPSU and Goodwell Police Department do not tell residents in advance about the designated locations for long-term evacuations because those decisions are affected by time of day, location of the building being evacuated, the availability of the various designated emergency gathering locations on campus, and other factors such as the location and nature of the threat. In both cases, GPD and OPSU staff on the scene will communicate information to students regarding the developing situation or any evacuation status changes.

The purpose of evacuation drills is to prepare building occupants for an organized evacuation in case of an emergency. At OPSU, evacuation drills are used as a way to educate and train occupants on issues specific to their building. During the drill, occupants ‘practice’ drill procedures and familiarize themselves with the location of exits and the sound of the fire alarm. In addition to educating the occupants of each building about the evacuation procedures during the drills, the process also provides the University an opportunity to test the operation of fire alarm system components.

Evacuation drills are monitored by the GPD, GFD, and OPSU Residential Life to evaluate egress and behavioral patterns. Reports are prepared by participating departments which identify deficient equipment so that repairs can be made immediately. Recommendations for improvements are also submitted to the appropriate departments/offices for consideration.
Students receive information about evacuation and shelter-in-place procedures during their first floor meetings and during other educational sessions that they can participate in throughout the year. The Residential Life staff members are trained in these procedures as well and act as an on-going resource for the students living in residential facilities.

OPSU conducts numerous announced and unannounced drills and exercises each year and conducts follow-through activities designed for assessment and evaluation of emergency plans and capabilities. GPD coordinates announced and unannounced evacuation drills each semester, as described above, to test the emergency response and evacuation procedures, and to assess and evaluate the emergency evacuation plans and capabilities.

**Shelter-in-Place/Lockdown Procedures**

If an incident occurs and the buildings or areas around you become unstable, or if the air outdoors becomes dangerous due to toxic or irritating substances, it is usually safer to stay indoors, because leaving the area may expose you to that danger. Thus, to "shelter-in-place" means to make a shelter of the building that you are in, and with a few adjustments this location can be made even safer and more comfortable until it is safe to go outside.

**Basic “Shelter-in-Place/Lockdown” Guidance**

If an incident occurs and the building you are in is not damaged, stay inside-seeking an interior room-until you are told it is safe to come out. If your building is damaged, take your personal belongings (purse, wallet, OPSU ID card, etc.) and follow the evacuation procedures for your building (close your door, proceed to the nearest exit, and use the stairs instead of the elevators). Once you have evacuated, seek shelter at the nearest University building quickly. If police or fire department personnel are on the scene, follow their directions.

**How You Will Know to “Shelter-in-Place”**

A shelter-in-place notification may come from several sources, including the GPD, Residential Life staff members, other University employees, the County or State government, or other authorities utilizing the University’s emergency communications tools.

**How to “Shelter-in-Place/Lockdown”**

No matter where you are, the basic steps of shelter-in-place will generally remain the same. Should the need ever arise, follow these steps, unless instructed otherwise by local emergency personnel:
1. If you are inside, stay where you are. Collect any emergency shelter-in-place supplies and a telephone to be used in case of emergency. If you are outdoors, proceed into the closest building quickly or follow instructions from emergency personnel on the scene.

2. Locate a room to shelter inside. It should be:
   - An interior room;
   - Above ground level; and
   - Without windows or with the least number of windows. If there is a large group of people inside a particular building, several rooms maybe necessary

3. Shut and lock all windows (tighter seal) and close exterior doors.

4. Turn off air conditioners, heaters, and fans.

5. Close vents to ventilation systems as you are able. (University staff will turn off ventilation as quickly as possible.)

6. Make a list of the people with you and ask someone (Residential Life staff, faculty, or other staff) to call the list in to GPD/TCSO so they know where you are sheltering. If only students are present, one of the students should call in the list.

7. Turn on a radio or TV and listen for further instructions.

8. Make yourself comfortable.

Crime Prevention Programs for Students and Employees

Crime Prevention Programs on personal safety and theft prevention are sponsored by various campus organizations throughout the year. Goodwell Police and/or OPSU personnel facilitate programs for student, parent, faculty, and new employee orientations, student organizations, community organizations, in addition to quarterly programs for Resident Advisers and residents providing a variety of educational strategies and tips on how to protect themselves from sexual assault, theft and other crimes. Starting in the fall we will be offering Rape Prevention and personal defense training. It is a comprehensive course that begins with awareness, prevention, risk reduction and avoidance, while progressing on to the basics of hands-on defense training. Certified instructors will teach the courses provided.

PERSONAL SAFETY

The following precautions provide guidance.

*General Precautions and Crime Prevention Tips:*

1. Program the Goodwell Police Department’s phone number into your cell phone. Report any suspicious activity to the Goodwell Police Department immediately.

2. Never take personal safety for granted. Always be aware of your surroundings.
3. Try to avoid walking alone at night. Request an escort from the Goodwell Police Department by calling 580-338-4000.

4. Limit your alcohol consumption and leave social functions that get too loud or too crowded, or that have too many people drinking excessively. Remember to call the Goodwell Police Department for help at the first sign of trouble.

5. Use lighted walkways and thoroughfares, even if it means going out of your way.

6. Carry only small amounts of cash and keep purses, backpacks and money belts close to the body.

7. Do not struggle if someone attempts to take your property.

8. Never leave valuables (wallets, purses, books, calculators, laptops, etc.) unattended.

9. Carry your keys at all times and do not lend them to anyone.

10. Lock up bicycles and motorcycles. Lock doors and close windows when leaving your car.

11. Remember to lock the doors at your residence. Be certain that your door is locked to your residence when you go to sleep, and keep windows closed and locked when you are not at home.

12. Do not leave valuables in your car, especially if they can be easily noticed.

13. Engrave serial numbers or owner’s recognized numbers, such as a driver’s license number, on items of value.

14. Inventory your personal property and insure it appropriately with personal insurance coverage.

At home, in an apartment building, or in a residence hall:

1. Keep your room door locked when you are sleeping.

2. Never let unauthorized persons come into your room, enter residence halls, or enter apartment security doors. Always ask to see proper identification.

3. Never prop open inside or outside doors.

4. Do not hide keys outside your room or apartment. Do not put your name or address on your key rings.
5. Avoid working or studying alone in a campus building.


7. If you are awakened by an intruder inside your room, do not attempt to apprehend the intruder. Try to get an accurate description of the intruder and call the police.

8. Any suspicious activity should be reported to the Goodwell Police Department immediately.

When driving:

1. Park your vehicle in a well-lit and populated area.

2. Have your car keys in your hand when approaching your vehicle so you can enter quickly.

3. Scan the area before getting into your vehicle and always check underneath your car upon approach and in the rear seat for intruders before entering the automobile.

4. Lock your doors and keep windows rolled up whenever possible.

5. Drive on well-traveled and well-lit streets.

6. Never hitchhike, and never pick up hitchhikers.

7. If someone tries to enter your stopped vehicle, sound the horn and drive to a safe area such as a convenience store.

8. If your vehicle breaks down, ask any person who stops to help to call the police. Do not allow any person access to you or inside your car. Roll down your window no more than an inch. Be aware that an accident may be staged to provide the other driver an opportunity to commit a criminal act.

9. Leave enough room between your car and the one ahead so you can drive around it if necessary.

10. Call ahead when driving to your home or apartment late at night and have someone watch you walk from your car to the residence.

11. Limit distractions such as cellphones.

While walking or jogging
1. Avoid walking or jogging alone, and try not to walk or jog after dark.

2. Avoid dark or vacant areas. Walk along well-lit routes.

3. Be alert to your surroundings. If you suspect you are being followed: Run in a different direction, go to the other side of the street and yell for help, or move quickly to a lighted area, a group of people, or an emergency phone.

ESCORT SERVICE

OPSU does not offer an on-call escort service for individuals crossing the campus alone or at night. However, the Residence Life and the Goodwell Police Department will escort a student upon request. Contact the Holter Hall office at 580-349-1364 or the Goodwell Police Department at 580-338-4000.

NATURAL DISASTERS

The following information is a guideline to aid you in determining what action you should take in severe weather.

*Tornado WATCH:* Conditions are such that storms capable of producing a tornado may develop.

*Tornado WARNING:* Either a tornado has been sighted or it is highly probable that one will develop. A warning will be signaled by the storm warning sirens.

Tornado sirens are maintained by the town of Goodwell and cover the OPSU campus. Sirens are tested periodically in the spring and summer months, usually at 12 p.m.

*Tornado Precautions:*

1. If you are in the warning area, seek shelter immediately. Priority shelters are located in the Sewell-Loofbourrow Hall basement and the Noble Center women’s locker room. These shelters are open as soon as the Goodwell area is placed under a tornado warning.

2. If you are in a vehicle, get out and seek shelter in a sturdy building. If a building is not available, a depression such as a ditch or ravine offers some protection, but be alert for flash floods.

3. Do not open windows. This can actually increase damage to the building. Stay away from windows and exterior doors.
4. Basements, interior hallways on the lower floors and small interior rooms on the lower floors offer the best shelter.

5. Do not attempt to turn utilities on or off.

6. Report injuries and damage to the Goodwell Police Department at 580-338-4000. After the all clear, leave badly damaged buildings and do not attempt to return unless directed to do so by emergency personnel.

SEX OFFENDER REGISTRY

In accordance to the "Campus Sex Crimes Prevention Act" of 2000, which amends the Jacob Wetterling Crimes Against Children and Sexually Violent Offender Registration Act, the Jeanne Clery Act and the Family Educational Rights and Privacy Act of 1974, the Goodwell Police Department is providing a link to the State of Oklahoma Sex Offender Registry. This act requires institutions of higher education to issue a statement advising the campus community where law enforcement information provided by a State concerning registered sex offenders may be obtained. It also requires sex offenders already required to register in a State to provide notice of each institution of higher education in that State at which the person is employed, carries a vocation, or is a student. In the state of Oklahoma offenders must register with the Oklahoma State Bureau of Investigation (OSBI) and with local law enforcement.

The Sex Offender Registry (SOR) for VIOLENT SEX OFFENDERS is available via the internet. **Unlawful use of the information for purposes of intimidating or harassing another is prohibited and willful violation shall be punishable as a Class 1 misdemeanor.**

The Oklahoma Department of Corrections is responsible for maintaining this registry. Follow this link [https://sors.doc.state.ok.us/svor/f?p=105:1:](https://sors.doc.state.ok.us/svor/f?p=105:1:) to access the Oklahoma Sex offender list. The website works best with Internet Explorer.

REPORTING PROCEDURES (GENERAL PROCEDURES FOR REPORTING A CRIME OR EMERGENCY)

CRIME REPORTING

Crime victims and witnesses to a crime, regardless of the crime, are encouraged to promptly report incidents to the Goodwell Police Department or other appropriate police agencies. To report a crime, the victim, if he or she elects to, or witness needs only to call the police and a police officer will meet them to gather information. An official report will be made with copies available to the victim after a completed investigation. Each month, the number of incidents in each category of crime are counted and reported to
the Oklahoma State Bureau of Investigation, which in turn provides the information to
the Federal Bureau of Investigation.

Each year, the FBI publishes a book of crime statistics, “Crime in the United States,”
which includes accurate accounting of the criminal incidents that occurred on the OPSU
campus.

To report a crime in progress, dial 911 or call 580-338-4000.

CONFIDENTIAL CRIME REPORTING

Confidential reporting of crimes is allowed at OPSU. If you are the victim of a crime and
do not want to pursue action within the University system or the criminal justice system,
you may still want to consider making a confidential report. With your permission, the
Dean of Students or their designee can file a report on the details of the incident without
revealing your identity. The purpose of a confidential report is to comply with your wish
to keep the matter confidential, while taking steps to ensure the future safety of yourself
and others. With such information, the University can keep an accurate record of the
number of incidents involving students, determine where there is a pattern of crime with
regard to a particular location, method, or assailant, and alert the campus community to
potential danger. Reports filed in this manner are counted and disclosed in the annual
crimes statistics for the institution.

CRIMES DISCLOSED TO A PASTORAL OR MENTAL HEALTH
COUNSELOR

To be exempt from disclosing reported offenses to appropriate OPSU officials, a
pastoral or mental health counselor must be acting in their role as a pastoral or
professional counselor. This exemption does not relieve counselors of the duty to
exercise reasonable care to protect a foreseeable victim from danger posed by the
person being counseled. When speaking to a victim or witness to a crime, counselors
are encouraged to inform the individual to report the crime to the police.

A pastoral counselor is a person who is associated with a religious order or
denomination, is recognized by that religious order or denomination as someone who
provides confidential counseling, and is functioning within the scope of that recognition
as a pastoral counselor.

A mental health counselor is a person whose official responsibility includes providing
mental health counseling to members of the institution’s community and who is
functioning within the scope of his or her license or certification. This definition also
applies to professional counselors who are not employees of the institution but are
under contract to provide counseling to the institution.
Note that the pastoral counselor or mental health counselor must report the crime to OPSU police for purposes of including the incident in the annual crime statistics only. Personal information will not be conveyed when making this disclosure unless the victim consents to such disclosure.

CRIMES IN PROGRESS

To report a crime in progress, a person, victim or witness can dial 911 or call Texas County Dispatch at 580-338-4000. Any reporting method will stimulate the response of police, fire, ambulance or other first responders. In addition, the victim of a serious crime can request support personnel, such as ministers and rape crisis or domestic violence counselors, during or after reporting the incident.

Additionally, crime victims may be eligible for funds through victims’ compensation laws administered by the local district attorney’s office.

Prompt reporting of criminal activity to the police enables a quick response, a timely warning, and a safer campus for everyone.

If you are the victim of a crime or a witness to one, you should do the following:

1. **Call the police immediately**: Dial 911 for emergencies or call 580-338-4000.

2. **Obtain a description**: Attempt to obtain a description of the offender(s), including gender, age, race, hair, clothing and distinguishing features. Also attempt to obtain a description and license number of any vehicle(s) involved. Note the direction of travel of any offender(s) or vehicle(s) and report these to the police.

3. **Preserve the crime scene**: Do not touch any items involved in the incident. Close off the area of the incident, and do not allow anyone in the crime area until police arrive.

CRIME DISCLOSURE

OPSU policies and procedures require the publication of annual crime statistics. Included in this report are crimes reported to the Goodwell Police Department and other campus officials, including Office of Student Affairs, Counseling, Career Services and Testing, and Housing and Residential Life, and local law enforcement. Crime statistics are collected by: Goodwell Police Department and the Dean of Students review all reported incidents as well as citation records for on-campus, non-campus, and property adjacent to campus incidents.

The tables on pages 22-26 (Campus Crime Report) comply with the Clery Act.
The crime and arrest statistics reported are those that occurred within the jurisdictional boundaries of campus. They do not include off-campus private housing, which are within the Goodwell jurisdiction. Crimes occurring on public property immediately adjacent to campus are also reported when available. Crime statistics concerning other locations are available at the Goodwell Police Department.

DEFINITION OF TERMS FOR STATISTICAL CHARTS

The charts setting forth statistical data on reported crimes include the following terms.

**Campus:** Any building or property owned or controlled by the institution within the same reasonably contiguous geographic area and used by the institution in the direct support of, or related to, its educational purpose.

**Clery Geography:** Buildings and property that are part of the institution’s campus; the institution’s noncampus buildings and property; and public property within or immediately adjacent to and accessible from the campus.

**Residential:** Those buildings designated as Residence Halls and University Apartments.

**Other:** Any non-residential area on campus.

**Non-Campus Building or Property:** Buildings or property owned or controlled by a student organization, such as a fraternity or sorority, recognized by the institution, and any building or property (other than a branch campus) owned or controlled by an institution that is used in direct support of, or in relation to, the institution’s educational purposes, is used by students and is not within the same reasonable contiguous geographical area of the institution.

**OPSU Non-campus Building or Property:**

Methodist Student Center, 409 N. Tyler Ave., Goodwell, OK 73939  
Baptist Student Union, 209 N. College St., Goodwell, OK 73939  
Church of Christ Student Center, 103 S. Aggie Ave., Goodwell, OK 73939  
Doc Gardner Rodeo Arena, 2843 N. Monroe Ave., Goodwell, OK 73939  
OPSU Farm, 2872 OPSU Farm Rd., Goodwell, OK 73939  
OPSU Guymon Classroom, 304 NW 5th St., Guymon, OK 73942

**Public Property:** All public property that is within the same reasonably contiguous geographic area of the institution, such as a sidewalk, street or other thoroughfare, or parking facility, and is adjacent to a facility owned or controlled by the institution, if the facility is used by the institution in direct support of, or in a manner related to the institution’s educational purposes.
CRIME DEFINITIONS

The following definitions are those used in the Uniform Crime Reporting System of the United States Department of Justice’s Federal Bureau of Investigation.

Aggravated Assault: An unlawful attack of one person by another for the purpose of inflicting severe or aggravated bodily injury. This type of assault usually is accompanied by the use of a weapon or means likely to produce death or great bodily harm. It is not necessary that injury result from an aggravated assault when a gun, knife, or other weapon is used that could and probably would result in serious personal injury if the crime were successfully completed.

Arson: Any willful or malicious attempt to burn, with or without intent to defraud, a dwelling house, public building, motor vehicle, or aircraft, personal property of another. Only fires determined to have been willfully or maliciously set are classified as arson.

Burglary: The unlawful entry of a structure to commit a felony or theft. For reporting purposes this definition includes: unlawful entry with the intent to commit a larceny or felony; breaking and entering with the intent to commit a larceny; housebreaking; safecracking; and all attempts to commit any of the aforementioned.

Dating Violence: Dating violence is committed by a person who is or has been in a social relationship of a romantic or intimate nature with another person. The existence of such relationship shall be determined based on the reporting party’s statement and with consideration of the length of the relationship, the type of relationship, and the frequency of interaction between the persons involved in the relationship. Dating violence includes but is not limited to sexual or physical abuse or the threat of such abuse. Dating violence does not include acts that meet the definition of domestic violence.

Domestic Violence: Domestic violence is a felony or misdemeanor crime of violence committed by a:

- current or former spouse or intimate partner of the victim,
- person with whom the victim shares a child in common,
- person who is cohabitating with or has cohabited with the victim as a spouse or intimate partner,
- person similarly situated to a spouse of the victim under the domestic or family violence laws of Oklahoma; or
- any other person against an adult or youth victim who is protected from that person’s acts under the domestic of family violence laws of Oklahoma.

Domestic violence is a pattern of abusive behavior in any relationship that is used by one partner to gain or maintain power and control over another intimate partner. Domestic violence can be physical, sexual, emotional, economic or psychological actions or threats of actions that influence another person.
Drug Law Violations: Violations of state and local laws relating to the unlawful possession, sale, use, growing, manufacturing and making of narcotic drugs. The relevant substances include: opium or cocaine and their derivatives (morphine, heroin, codeine); marijuana; synthetic narcotics (Demerol, Methadone); and dangerous non-narcotic drugs (barbiturates, Benzedrine).

Hate Crimes: A crime reported to local police agencies or to a campus security authority that manifests evidence that the victim was intentionally selected because of the perpetrator’s bias against the victim. For the purposes of this definition, the categories of bias include the victim’s actual or perceived race, religion, gender, gender identity, sexual orientation, ethnicity, national original, and disability.

Larceny: The unlawful taking, carrying, leading or riding away of property from the possession or constructive possession of another without use of force or violence. It includes shoplifting, picking pockets, purse snatching, thefts from motor vehicles including parts and accessories, bicycle and computer thefts.

Liquor Law Violations: The violation of laws or ordinances prohibiting the manufacture, sale, transporting, furnishing, possessing of intoxicating liquor; maintaining unlawful drinking places; bootlegging; operating a still; furnishing liquor to a minor or intemperate person; using a vehicle for illegal transportation of liquor; drinking on a train or public conveyance; and all attempts to commit any of the aforementioned. Drunkenness and driving under the influence are not included in this definition.

Motor Vehicle Theft: The theft or attempted theft of a motor vehicle by someone other than the registered owner.

Murder and Non-negligent Manslaughter: The willful (non-negligent) killing of one human being by another.

Negligent Manslaughter: The killing of another person through gross negligence.

Robbery: The taking or attempting to take anything of value from the care, custody, or control of a person or persons by force or threat of force or violence and/or by putting the victim in fear.

Sex offenses: Any sexual act directed against another person without the consent of the victim, including instances where the victim is incapable of giving consent.

Sexual assault: An offense that meets the definition of rape, fondling, incest, or statutory rape, defined as follows:

- Rape means the penetration, no matter how slight, of the vagina or anus with any body part or object, or oral penetration by a sex organ of another person, without the consent of the victim.
- Fondling means the touching of the private body parts of another person for the purpose of sexual gratification, without the consent of the victim, including
instances where the victim is incapable of giving consent because of his/her age or because of his/her temporary or permanent mental incapacity.

- Incest means non-forcible sexual intercourse between persons who are related to each other within the degrees wherein marriage is prohibited by law.
- Statutory Rape means non-forcible sexual intercourse with a person who is under the statutory age of consent (age 16).

**Stalking:** Stalking refers to one who engages in a course of conduct directed at a specific person that would cause a reasonable person to fear for his or her safety or the safety of others or suffer substantial emotional distress.

- Course of conduct means two or more acts, including, but not limited to, acts in which the stalker directly, indirectly, or through third parties, by any action, method, device, or means, follows, monitors, observes, surveils, threatens, or communicates to or about a person, or interferes with a person’s property.
- Reasonable person means a reasonable person under similar circumstances and with similar identities to the victim.
- Substantial emotional distress means significant mental suffering or anguish that may, but does not necessarily, require medical or other professional treatment or counseling.

**Weapon Law Violations:** The violation of laws or ordinances dealing with weapon offenses, regulatory in nature, such as manufacture, sale, or possession of deadly weapons; carrying deadly weapons, concealed or openly; furnishing deadly weapons to minors; and all attempts to commit any of the aforementioned. OPSU policy prohibits deadly weapons on campus with limited exceptions. Firearms on campus must be stored at the Goodwell Police Department.
CRIME STATISTICS

Crimes Reported by Goodwell Police Department - 2014

This chart includes offenses that were reported to the Goodwell Police Department in accordance with the Uniform Crime Reporting procedures and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act.

<table>
<thead>
<tr>
<th>Offense Type (includes attempts)</th>
<th>On Campus</th>
<th>Non-Campus</th>
<th>Public Property</th>
<th>Total</th>
<th>Residential Facilities</th>
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**Sex Offenses**

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<th>Residential Facilities</th>
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</table>

No hate crimes were reported for 2014.

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1 2014 statistics are reported separately because the Violence Against Women Act, which was reauthorized in March of 2013, reclassified certain crimes and added other crimes that must be included in the statistical information reported for 2014. Statistics for 2012 and 2013 are reported in a separate table on page __.

2 Campus residential facilities are a subset of the “On Campus” category. Statistical data included in this column is also included in the “On Campus” column.
### Crimes Reported by Goodwell Police Department – 2012-2013

This chart includes offenses that were reported to the Goodwell Police Department in accordance with the Uniform Crime Reporting procedures and the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act.

<table>
<thead>
<tr>
<th>Offense Type (includes attempts)</th>
<th>Year</th>
<th>On Campus</th>
<th>Non-Campus</th>
<th>Public Property</th>
<th>Total</th>
<th>Residential Facilities&lt;sup&gt;3&lt;/sup&gt;</th>
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#### Sex Offenses

<table>
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<th>Year</th>
<th>On Campus</th>
<th>Non-Campus</th>
<th>Public Property</th>
<th>Total</th>
<th>Residential Facilities&lt;sup&gt;3&lt;/sup&gt;</th>
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</tr>
<tr>
<td>Robbery</td>
<td>2013</td>
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</tbody>
</table>

No hate crimes were reported for 2012 or 2013.

<sup>3</sup> Campus residential facilities are a subset of the “On Campus” category. Statistical data included in this column is also included in the “On Campus” column.

<sup>4</sup> Reports of dating violence, domestic violence, and stalking were not required until the Violence Against Women Act was reauthorized in 2013. Accordingly, reports for these crimes were not required and were not counted for 2012.
Crimes Reported by University Officials or by Other Law Enforcement Agencies - 2014

This chart includes offenses that were reported to law enforcement agencies other than the Goodwell Police Department and to any official of OPSU who has significant responsibilities for student and campus activities. These offenses are compiled in accordance with the provisions of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act.

<table>
<thead>
<tr>
<th>Offense Type (includes attempts)</th>
<th>On Campus</th>
<th>Non-Campus</th>
<th>Public Property</th>
<th>Total</th>
<th>Residential Facilities</th>
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<tr>
<td>Weapons Law Violations Referred for Disciplinary Action</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

No hate crimes were reported for 2014.

---

5 2014 statistics are reported separately because the Violence Against Women Act, which was reauthorized in March of 2013, reclassified certain crimes and added other crimes that must be included in the statistical information reported for 2014. Statistics for 2012 and 2013 are reported in a separate table on page ___.

6 Campus residential facilities are a subset of the “On Campus” category. Statistical data included in this column is also included in the “On Campus” column.
This chart includes offenses that were reported to law enforcement agencies other than the Goodwell Police Department and to any official of OPSU who has significant responsibilities for student and campus activities. These offenses are compiled in accordance with the provisions of the Jeanne Clery Disclosure of Campus Security Policy and Campus Crime Statistics Act.

<table>
<thead>
<tr>
<th>Offense Type (includes attempts)</th>
<th>Year</th>
<th>On Campus</th>
<th>Non-Campus</th>
<th>Public Property</th>
<th>Total</th>
<th>Residential Facilities (^8)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Murder/Non-negligent Manslaughter</td>
<td>2013</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2012</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Negligent Manslaughter</td>
<td>2013</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2012</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Sex Offenses</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Forcible</td>
<td>2013</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2012</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Non-Forcible</td>
<td>2013</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2012</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Robbery</td>
<td>2013</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2012</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Aggravated Assault</td>
<td>2013</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2012</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Burglary</td>
<td>2013</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2012</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Motor Vehicle Theft</td>
<td>2013</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
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<td>0</td>
</tr>
<tr>
<td></td>
<td>2012</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Dating Violence (^9)</td>
<td>2013</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<td>Domestic Violence (^4)</td>
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<td>0</td>
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<tr>
<td>Stalking (^2)</td>
<td>2013</td>
<td>0</td>
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<td>0</td>
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<tr>
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<tr>
<td>Liquor Law Arrests</td>
<td>2013</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2012</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Drug Law Arrests</td>
<td>2013</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2012</td>
<td>0</td>
<td>0</td>
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<tr>
<td>Weapons Law Arrests</td>
<td>2013</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td></td>
<td>2012</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

\(^7\) 2014 statistics are reported separately because the Violence Against Women Act, which was reauthorized in March of 2013, reclassified certain crimes and added other crimes that must be included in the statistical information reported for 2014. Statistics for 2012 and 2013 are reported in a separate table on page ___.

\(^8\) Campus residential facilities are a subset of the “On Campus” category. Statistical data included in this column is also included in the “On Campus” column.

\(^9\) Reports of dating violence, domestic violence, and stalking were not required until the Violence Against Women Act was reauthorized in 2013. Accordingly, reports for these crimes were not required and were not counted for 2012.
<table>
<thead>
<tr>
<th>Crime Description</th>
<th>2013</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquor Law Violations Referred for Disciplinary Action</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Drug Law Violations Referred for Disciplinary Action</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Weapons Law Violations Referred for Disciplinary Action</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

No hate crimes were reported for 2012 or 2013.
OBTAINING REPORTS

To request a copy of a report or ask other related questions, contact the Goodwell Police Department at 580-349-2566 or the Dean of Students at 580-349-1362.

Requests for incident reports or traffic crash reports by persons involved generally will be processed when the investigation is completed.

The Goodwell Police Department is committed to complying with its obligations under the Freedom of Information Act (F.O.I.A.) without undue delay, but realizes that under certain circumstances the release of records may have an impact on victims, witnesses and the integrity of investigations. If an investigation is ongoing and still open, a request for any related Goodwell Police Department report may be denied and information of a personal nature will be withheld or redacted where the public disclosure of such information would constitute an invasion of privacy.

OFF-CAMPUS CRIME

The Goodwell Police Department has responsibility for police services both in the town of Goodwell, Oklahoma and on the OPSU campus. When an OPSU student is involved in an off-campus offense, Goodwell Police Department officers will investigate and routinely notify the Office of Student Affairs of off-campus incidents that involve OPSU students. The Goodwell Police Department also assists with investigations in cooperation with other local, state, or federal law enforcement. The Goodwell Police Department routinely serves as a liaison between campus officers and other law enforcement agencies on any serious incidents involving OPSU students.

OPSU operates no off-campus housing or off-campus student organization facilities. However, many students live off-campus and in neighboring communities. While local departments have primary jurisdiction in all other communities, Goodwell Police Department officers can and do assist with student-related incidents that occur in neighboring communities. Goodwell Police Department officers have direct radio communications with the sheriff’s office, fire department, and ambulance services to facilitate rapid response in any emergency situation.

ACCESS TO CAMPUS FACILITIES

The OPSU campus is open to the public.

It is OPSU policy to lock the doors of buildings that are not in use. When working or studying, you’re urged to lock your office, assuming that unrestricted access to the building is possible.
Some buildings on campus are rarely locked at the request of the department, because students study and work on projects all hours of the day and night. Individual offices should be locked by the user on the presumption that the building is accessible.

Residence halls have open access when residents are present in the buildings. During University breaks (i.e. Christmas) or when no residents are present, most residence hall doors are locked. Individual rooms should be locked at all times for your safety.

MAINTENANCE OF CAMPUS FACILITIES

Facilities and landscaping are maintained in a manner that minimizes hazardous conditions. Goodwell Police officers and OPSU Physical Plant and Student Affairs employees regularly patrol and report malfunctioning lights and other unsafe physical conditions to Physical Plant for correction. Other members of the OPSU community are helpful when they report equipment problems to the Goodwell Police Department or Physical Plant at 580-349-1590.

ALCOHOL AND DRUG POLICIES

OPSU seeks to encourage and sustain an academic environment that respects individual freedoms and promotes the health, safety and welfare of its students, faculty, staff and visitors. These participants are expected to know and follow the applicable laws and all OPSU rules and regulations. Each person is responsible for his/her own behavior. OPSU enforces compliance with state law and alcoholic beverage laws on campus and at University-sponsored activities.

Consumption, possession, or service of beer and alcoholic beverages on the campus (including residence halls) is prohibited. Students who participate in off-campus events where alcohol is consumed are expected to obey all civil laws. Any misconduct at an off-campus event shall be referred to the Dean of Student Affairs or his/her designee for possible disciplinary action against the organization and/or the individual(s) involved, in accordance with university policies. Alleged violations by student organizations shall be referred to the Dean of Student Affairs or his/her designee for action.

The State of Oklahoma sets 21 as the minimum age to purchase or possess any alcoholic beverage. Specific ordinances regarding violations of alcohol laws, including driving while intoxicated, are available from the Goodwell Police Department.

The OPSU campus has been designated “Drug Free” and the possession and consumption of alcohol prohibited. The possession, sale, manufacture or distribution of any controlled substance is illegal under both state and federal laws. Such laws are strictly enforced by the Goodwell Police Department. Violators are subject to University
disciplinary action, criminal prosecution, fine and imprisonment. For more details on the OPSU Drug-Free Policy, refer to the OPSU Student Handbook.

It is illegal to possess drugs, including marijuana, in the State of Oklahoma. Specific ordinances regarding violations of drug laws are available from the Goodwell Police Department.

A violation of any law regarding alcohol and drugs is also a violation of the University’s Student Code of Conduct and will be treated as a separate disciplinary matter by OPSU.

ALCOHOL AND DRUG ABUSE EDUCATION PROGRAMS

The target populations for alcohol/drug abuse education include the following: the student body through the residence halls, the freshman orientation program, guest speakers and other special programs on substance abuse, education as a part of disciplinary action for misbehavior involving substance, and appropriate academic offerings.

OPSU has developed a program to prevent the illicit use of drugs and the abuse of alcohol by students and employees. The program provides services related to drug use and abuse including dissemination of informational materials, educational programs, counseling services, referrals and college disciplinary actions.

OPSU’s Counseling, Career Services and Testing provides an overall coordination of the Drug-Free School Program. However, many services are the responsibility of other areas of the institution. These include:

**Alcohol and Drug Education:** Counseling, Career Services and Testing, Human Resources, Student Success (UCSS 1111).

**Counseling Services:** Counseling, Career Services and Testing.

**Referral Services:** Counseling, Career Services and Testing, Student Health Clinic, Human Resources.

**College Disciplinary Actions:** Dean of Students, Student Conduct Committee

LOST AND FOUND

The OSPU Lost and Found is located at Sewell-Loofbourrow 101. Additionally, there are lost and found areas located in other campus buildings. After a certain period of time, all buildings and officers are encouraged to forward any found items to the Office of Student Affairs to maintain a central location for persons seeking lost property.
Inquiries about lost and found property can be made by calling 580-349-1360.

**DISCIPLINARY PROCEEDINGS**

Anyone can report any instances of sexual harassment and sexual violence, as well as other crimes or violations of the Student Code of Conduct, to the Office of Student Affairs in Sewell-Loofbourrow 101 or at 580-349-1360. A complaint should be filed as soon as possible, preferably within 180 calendar days of the incident. A complaint can be filed in person with the Dean of Students or the Goodwell Police Department, by making a report to another Campus Security Authority, by email to the Dean of Students or a CSA, or through the OPSU EthicsPoint site at https://secure.ethicspoint.com/domain/media/en/gui/10933/index.html.

If either the victim or the accused are students, the incident will be addressed through the Student Conduct process once a complaint is filed.

OPSU strongly encourages individuals to report any instance of sexual harassment and sexual violence to the police.

**Student Conduct Process**

The University conduct process is administered through the Dean of Students’ Office.

Reports of misconduct are made in the first instance to the Residence Hall Director or Dean of Student Affairs for investigation and appropriate action, if any. Alleged violations of the Student Code of Conduct where neither suspension nor expulsion are a possibility are resolved through a Student Conduct Meeting with the Dean of Student Affairs or a staff member of the university who has the responsibility and authority to take appropriate disciplinary action.

The student has the right to appeal the outcome of a Student Conduct Meeting. The student has seven (7) days from the date of notification of the outcome of a Student Conduct Meeting to submit a written letter of appeal to the Dean of Students or the Vice President of Academic Affairs and Outreach (supervisor of the initial conduct officer). All appeals submitted after the seventh day will be denied. Decisions made by the Dean of Students or VPAAO are final when the alleged violations will result in neither suspension nor expulsion.

Allegations which could result in suspension or expulsion, that are complex, sensitive, require a number of witnesses or involve an alleged victim will be referred to the Student Conduct Committee for a hearing. The Student Conduct Committee is composed of six faculty members, one staff member and two students. This committee is appointed by the University President and has the power to subpoena students as
guidelines for Student Conduct Hearings

A Hearing Panel of three members — one faculty member, one student and one staff member — are selected from the Student Conduct Committee. The faculty member will be the chairperson. A list of panel members will be available five working days in advance of the hearing. Prior to the hearing, alternate hearing panel members may be seated to be available in case of conflicts. The Dean of Student and/or a member of Legal Counsel will be present as a non-voting participant.

The following guidelines are established for the direction of all individuals conducting a formal hearing in disciplinary matters.

1. The student shall be notified by an appropriate university official that she/he is accused of violation of a regulation.

2. At least five working days prior to the hearing, the student shall be entitled to the following:

   a. A written notification of the time and place of the hearing;
   b. A written statement of the charges of sufficient specificity to enable the student to prepare a defense.
   c. Reference to the section(s) of the Student Code of Conduct involved;
   d. Names of witnesses, if known;
   e. Names of the conduct officer(s) for the case;
   f. The right to be accompanied by an advisor, who may advise and support the student. The advisor may not present information, question relevant parties of make statements during the proceedings. The student must notify the conduct officer two working days in advance of the hearing if accompanied by an attorney. In such cases, the University may have an attorney present.

3. The student shall be entitled to appear in person, to present a defense to the hearing officer, and to call witnesses in his/her behalf. If the student elects not to appear, the hearing shall be held in his/her absence. The failure of a student to appear shall not be taken as an indication of guilt and must be noted without prejudice.

4. The student shall be entitled to refuse to answer questions.

5. The student shall be entitled to an expeditious hearing of his/her case.

6. To protect privacy of all parties and in accordance with FERPA, hearings will be closed.
7. If the student admits that a violation did occur, the conduct officer(s) decides what conduct action is appropriate.

8. A student’s past conduct record may be subject to an educational discussion at the hearing. Past conduct history does not impact the finding of responsibility but could be used as information in determining appropriate sanctions.

9. The conduct officer(s) may accommodate concerns for the personal safety, well-being or fears of confronting the complainant, respondent, or other witnesses. Procedures for the hearing environment may be modified as determined in the sole judgment of the Dean of Students to be appropriate.

10. The conduct officer(s) will deliberate whether it is “more likely than not” that a violation of the student Code of Conduct did or did not occur.

   a. The conduct officer(s) may find that the information presented was not sufficient to establish that a violation of the Student Code of Conduct was committed and dismiss the case.

   b. The conduct officer(s) may find that the information presented was sufficient to affirm the alleged violations and impose a sanction appropriate for the violation.

11. The decision of the conduct officer(s) will be communicated in writing to the respondent and, if appropriate, the complainant within two working days. The notification letter will include findings of fact, sanctions imposed, and rational for the decision.

**Appeals of Decisions Reached through Hearing Proceedings**

An appeal is a review of the record of the original hearing, not a new hearing. It is the responsibility of the person who initiated the appeal to show that one or more of the listed grounds for appeal has merit. A student or organization will not appear before the review panel unless specifically requested to do so by the hearing officer or Student Conduct Committee

Any outcome decided in a hearing may be appealed to the University Conduct Appeal Panel by the respondent or the complainant.

The University Conduct Appeal Panel has three members: the Chief Justice of the Student Government Association or any student member of the University Conduct Committee; one staff representative of the University Conduct Committee; and one faculty representative of the University Conduct Committee. The faculty representative serves as the Chair. The appeal panel will have one advisor, either the Dean of Students or a member of Legal Counsel.
1. Students will be asked for their current address at the original hearing. A letter containing the appeal panel’s decision will be mailed to this address by certified mail, delivered in person or sent electronically to the institutional email address within two working days following the hearing. Students may also pick up a copy of the decision at the Dean of Students’ Office. Appeals must be submitted in writing to the Dean of Student's Office by 4:30 p.m. within seven University working days of the original hearing. Failure to file an appeal within the prescribed time constitutes a waiver of any right to an appeal.

2. The appeal must cite at least one of the following appeals criteria as the reason for appeal and provide supporting argument(s) as to why an appeal should be granted on these. Appeals criteria include the following:

   a. The hearing was not conducted in conformity with prescribed procedures, and substantial prejudice to the complainant or the respondent resulted;
   b. The information presented at the previous lower hearing does not support the finding that was made; that is, whether there were facts in the case that, if believed to be true by the original hearing officer/panel, would not have led to the original findings;
   c. New information that could substantially affect the outcome of the previous lower hearing has been discovered since that hearing. The information must not have been available at the time of the original hearing. Failure to present information that was available is not grounds for an appeal under this provision;
   d. The sanction is not appropriate for the violation. This provision is intended to be utilized when a determined sanction is inherently inconsistent with University procedures or precedent. Simple dissatisfaction with a sanction is not grounds for overturning a sanction under this provision.

3. The University Conduct Appeals Panel will review the record of the original hearing, including documents, and issue a finding as to the merits of the criteria cited as the reason for appeal.

   a. If the appeal panel finds there is no merit to any of the grounds appealed, it will issue a finding as such.
   b. If the appeal panel finds the previous hearing was not conducted as prescribed and had substantial prejudice, the matter may be remanded to a new hearing.
   c. If the appeal panel is presented with new evidence that could not have been presented at the original hearing, the matter may be remanded to the original hearing panel.
   d. If the sanction is determined to be inappropriate for the violation, the appeal panel may recommend the sanction be modified by the Dean of Students and state the reasons for that recommendation.
4. If the appeal panel finds there is no merit to any of the submitted grounds for appeal, that decision will be final. The final decision will be communicated in writing by the Dean of Students to the complainant and the respondent. The decision will normally be communicated within two University working days of receiving the written recommendation, but it may take longer during University recesses or in a complex case.

5. If the appeal panel recommends modifying the outcome or the sanction, the Dean of Students will review the appeal panel's recommendation and may consult with appeal panel members in reaching a final decision. The final decision will be communicated in writing by the Dean of Students to the complainant and the respondent. The decision will normally be communicated within ten University working days of receiving the written recommendation, but it may take longer during University recesses or in a complex case. The decision of the Dean of Students will be final.

SEX OFFENSES, DOMESTIC VIOLENCE, DATING VIOLENCE, AND STALKING

Educational Programming

OPSU prohibits the crimes of dating violence, domestic violence, sexual assault, and stalking, as defined in the “Definitions” section on pages 52-56.

All new students are required to complete the Student Success Seminar which includes a section on domestic violence, dating violence, sexual assault, stalking, and bystander intervention. Additional special programs are offered to student athletes on these offenses. OPSU and the Goodwell Police Department cohost a Women’s Sexual Assault and Rape Prevention and Defense class once each semester open to all female students, faculty, staff, and community members. OPSU and Northwest Domestic Crisis Services and Goodwell Police sponsor an annual Sexual and Domestic Assault Awareness program open to all students, faculty, staff and the community.

The OPSU Counseling, Career Services, and Testing Office has posters placed throughout campus regarding sexual assault awareness.

OPSU prohibits the crimes of dating violence, domestic violence, sexual assault, and stalking, as defined in the Definitions section on pages 52-56. OPSU further prohibits the crimes of dating violence, domestic violence, sexual assault, and stalking, as defined under Oklahoma law, set forth in the attached Appendix A.

Victim Information

If you are a victim of sexual violence, you are not alone and you are in no way responsible for your assault.
Definition of Consent

Effective Consent is:
• informed;
• freely and actively given;
• mutually understandable words or actions; and
• indicates a willingness to participate in mutually agreed upon sexual activity.

What to do if you are a Victim of Sexual Violence

1. If you are not safe and need immediate help, call the police. If the incident happened on campus or in Goodwell, call the Goodwell Police Department at 580-349-4000. If the incident occurred elsewhere in Guymon, call the Guymon Police Department at 580-338-6525. If the incident happened anywhere else, call the law enforcement agency that has jurisdiction in the location where it occurred.

2. Do what you need to do to feel safe. Go to a safe place or contact someone with whom you are comfortable. You can call Northwest Domestic Crisis Services 24-hour crisis line at 580-338-7081 to get advice and discuss options for how to proceed.

3. Do not shower, bathe, douche, change or destroy clothes, eat, drink, smoke, chew gum, take any medications or straighten the room or place of the incident. Preserving evidence is critical for criminal prosecution. Although you may not want to prosecute immediately after the incident, that choice will not be available without credible evidence. The evidence collected can also be useful in the campus conduct process.

4. Go to the Memorial Hospital of Texas County in Guymon to receive care for any physical injuries that may have occurred. While in the emergency room, treatment will be provided for sexually transmitted diseases and to prevent pregnancy. Memorial Hospital has Sexual Assault Nurse Examiners (SANE) available. Urgent Care of Guymon also has SANE nurses available.

5. If you call the Northwest Domestic Crisis Services 24-hour crisis line at 580-338-7081, a sexual assault nurse examiner (SANE), a police officer and a rape volunteer advocate will be sent to the exam site.

6. Upon arrival at Memorial Hospital of Texas County, you will be taken to a private exam area. The nurse, advocate and police officer will be directed to this same location. You will be examined to treat any injuries and to gather evidence.

7. The rape advocate will support you throughout the entire exam, which will be performed by the nurse. The advocate will provide a packet of written
materials that contains information about common reactions to rape, follow-up medical needs and support services.

On and Off Campus Resources

Sexual violence can be very emotionally disruptive, and it takes time to come to terms with such a major stress. In addition to support that may be found in family and friends, the following agencies and departments can serve as resources for you.

It is important to be aware that different individuals who you may contact for assistance following an incident may have different responsibilities regarding confidentiality, depending on their position. Under state law, some individuals can assure the victim of confidentiality, including counselors and certified victims’ advocates. In general, however, any other institution employee cannot guarantee complete confidentiality, unless specifically provided by law. As is the case with all colleges and universities, OPSU must balance the needs of the individual victim with an obligation to protect the safety and well-being of the community at large.

Victim Advocate - Confidential Reporting Option

The Victim Advocate can confidentially provide students with information about on and off campus resources available to victims.

Victim Advocate
Rene Ramon
Oklahoma Panhandle State University
Hamilton Hall 141
Goodwell, OK, 73939
580-349-1556

Counseling Resources- Confidential Reporting Options

OPSU Counseling, Career Services & Testing
Students who need personal counseling, or who are in a crisis situation can request help by contacting the Counseling Center. Confidentiality is of utmost importance. When necessary, referrals will be made to appropriate off-campus agencies. The OPSU Counseling, Career Service and Testing Office is located in Hamilton Hall 141 or at 580-349-1558.

Informational and self-help pamphlets about a variety of issues affecting students today are also available. OPSU is also involved in sponsoring special campus events and screenings targeted toward specific social issues such as eating disorder, alcohol use, depression, and sexual assault and violence.
Northwest Domestic Crisis Services, Inc.  
Northwest Domestic Crisis Services provides shelter, crisis counseling, emergency transportation, court and social service advocacy and referral services for adult victims (and their children) of domestic abuse and sexual assault. Call 580-338-2780 to learn more about their services or visit the NWDCS office at 1106 N. Ellison in Guymon, Oklahoma. NWDCS maintains a 24-hour crisis line at 580-338-7081.

Other Local Services Available To Victims- Non-Confidential Reporting Options

Goodwell Police Department  
580-338-4000 or 580-349-2566 (weekdays only)  
104 S. Main, Goodwell, OK 73939

Texas County Sheriff's Office  
580-338-4000  
1102 S. Ellison, Guymon, OK 73942

Guymon Police Department  
580-338-6525  
906 NW 5th St., Guymon, OK 73942

OPSU Office of Student Affairs  
580-349-1360  
Sewell-Loofbourrow 101, Goodwell, OK 739393

Title IX Coordinator  
Jessica Lofland, Dean of Students  
580-349-1362  
Sewell-Loofbourrow 101, Goodwell, OK 73939

OPSU Office of Residence Life  
Rantz Trayler, Residence Halls Supervisor  
580-349-1355  
Holter Hall 178, Goodwell, OK 73939

Medical Services  
It’s important to have a thorough medical examination after a sexual assault even if you do not have any apparent physical injuries. Medical providers can treat any injuries and provide tests for sexually transmitted diseases. Memorial Hospital of Texas County and Urgent Care of Guymon both have SANE nurses available.
Interim Measures

Student Affairs, Counseling, Career Services and Testing, and the Title IX Coordinator can put in place interim measures for student victims of sexual violence as needed. A formal complaint does not need to be submitted to have interim measures put in place. OPSU will maintain as confidential any interim measures provided as long as it does not impair the ability to provide the interim measures.

A. **Assistance in Reporting:** Student Affairs can assist you in filing a complaint with the institution conduct process and the appropriate law enforcement agencies against the student(s) who caused harm.

B. **No Contact Order:** Student Affairs can put in place a No Contact Order between the complainant and the respondent, which would prohibit contact between both parties through any means of communication, as well as not having others make contact on their behalf.

C. **Emergency Protective Order:** Student Affairs can assist you in filing for an Emergency Protective Order in court with Northwest Domestic Crisis Services. This is a court-ordered petition that prohibits contact between the complainant and respondent.

D. **Safety Measures:** Student Affairs can coordinate any reasonable arrangements that are necessary for your ongoing safety. This includes transportation arrangements or providing an escort.
E. **Living Arrangements:** Student Affairs can assist in changing your on-campus living arrangements or that of the accused to ensure safety and a comfortable living situation.

F. **Academic Arrangements:** Student Affairs can assist in adjusting your academic schedule or that of the accused as well as assist in providing access to academic support services.

G. **Other Interim Measures:** Student Affairs can coordinate any reasonable arrangements to address the effects of the sexual violence on you, including connecting you with counseling, health care or academic support resources.

When Student Affairs becomes aware of a student who potentially could have been a victim of sexual violence, they will contact the victim in writing through OPSU email to share these interim measures, reporting options and other resources available. This will be done no matter the location of the incident.

**Reporting**

All forms of sexual violence should be reported, no matter the severity. OPSU’s primary concern is safety; therefore individuals should not be deterred in reporting even if the use of alcohol or other drugs was involved.

OPSU encourages victims of sexual violence to talk to someone about what happened so they can receive support and so that the institution can respond appropriately. OPSU offers both confidential reporting and non-confidential reporting options. It is important to be aware that different individuals who victims can contact for assistance following an incident may have different responsibilities regarding confidentiality, depending on their position. Under state law, some individuals can assure a victim of confidentiality, including counselors and certified victims’ advocates. In general, however, any other institution employee cannot guarantee complete confidentiality, unless specifically provided by law. As is the case with all colleges and universities, the institution must balance the needs of the individual victim with an obligation to protect the safety and well-being of the community at large.

Different employees on campus have different abilities to maintain a victim’s request for confidentiality.

- Some are required to maintain near complete confidentiality; talking to them is sometimes called a “privileged communication.”

- Other employees may talk to a victim in confidence, and generally report only that an incident occurred without revealing any personally identifying information. Disclosures to these employees will not trigger an institution investigation into an incident against the victim’s wishes. This report is done through a Clery Report and does not include the victim’s name or other identifying information.
• Thirdly, some employees are required to report all the details of an incident (including the identities of both the victim and alleged perpetrator) to the Title IX Coordinator.

A. Confidential Reporting Options

Confidential reporting options provide students with the ability to confidentially report and discuss an instance of sexual violence without their information being shared with others. Please note confidential reporting limits the institution’s ability to respond to incidents.

Professional Counselors
Professional and licensed counselors who provide mental health counseling (including those who act in that role under the supervision of a licensed counselor) are not required to report any information about an incident to the Title IX coordinator without a victim’s permission. These individuals are also not required by the Clery Act to report.

This would include counselors who work in OPSU Counseling, Career Services and Testing on campus.

Victim Advocate
OPSU treats the Victim Advocate as a confidential reporting option. Victims can visit with the Victim Advocate to learn about resources available on campus. The Victim Advocate is not required to report any information about an incident to the Title IX Coordinator without a victim’s permission. However, the Victim Advocate will report incidents to Goodwell Police Department for the purpose of the Clery Act. Additionally, the Victim Advocate will report quarterly to the Board of Regents on trends of incidents.

University Health Providers
University Health Services providers are confidential reporting options. They are not required to report any information about an incident to the Title IX Coordinator without a victim’s permission. However, they will report incidents without any identifiable information to Goodwell Police Department for the purpose of the Clery Act.

While these professional counselors, non-professional counselors (those who act under the supervision of a licensed counselor), advocate, and health providers may maintain a victim’s confidentiality, they may have reporting or other obligations under state law, such as mandatory reporting to law enforcement in the case of minors, imminent harm to self or others, or requirement to testify if subpoenaed in a criminal case.

If OPSU determines that the alleged individual(s) pose a serious and immediate threat to the campus, OPSU may issue a timely warning to the community. Any such warning will not include any information that identifies the victim.
B. Non-Confidential Reporting Options

The Board of Regents for the Oklahoma Agricultural and Mechanical Colleges and the Clery Act require all other employees (excluding counselors and Victim Advocate) who become aware of an instance of sexual violence to report the instance to Goodwell Police. The victim’s name should not be reported to the police without the victim’s permission. The report should include the nature, date, time, and general location of an incident. This is a limited report which includes no information that would directly or indirectly identify the victim. This allows for the institution to track patterns, evaluate the program, and develop appropriate campus-wide responses.

Note that the Clery Act requires other crimes to be reported. Visit http://www.clery.org to learn more.

When an instance of sexual violence is reported to a “responsible employee” the reporter can expect the incident will be reported to the Title IX Coordinator or Student Affairs Office. A responsible employee must report to the Title IX Coordinator or Student Affairs Office all relevant details about the alleged sexual harassment or sexual violence shared by the victim including names, date, time and specific location of the alleged incident.

To the extent possible, information reported to a responsible employee will be shared only with people responsible for handling the institution’s response to the report. A responsible employee should not share information about the victim to law enforcement.

A “responsible employee” is an employee who has the authority to redress sexual violence, who has the duty to report incidents of sexual violence or other student misconduct, or who a student could reasonably believe has this authority or duty. Examples include but are not limited to faculty members, advisors, employees in student services offices and anyone in a supervisory role.

When a victim tells a responsible employee about an incident of sexual violence, the victim has the right to expect the institution will investigate the alleged sexual violence, end any sexual violence, prevent the sexual violence from reoccurring, and educate on sexual violence.

Before a victim reveals any information to a responsible employee, the employee should ensure that the victim understands the employee’s reporting obligations and if the victim wants to maintain confidentiality, then the student should be directed to a confidential resource.

Requests for Confidentiality from a Non-Confidential Reporter

If a victim discloses an incident to a responsible employee but wishes to maintain confidentiality or requests that no investigation into a particular incident be conducted or
If the institution honors the request for confidentiality, a victim must understand that the institution’s ability to meaningfully investigate and respond to the incident may be limited.

Although rare, there are times when the University may not be able to honor a victim’s request in order to provide a safe environment for all students.

When weighing a victim’s request for confidentiality or that no investigation or conduct process be pursued, the following will be considered:

- The increased risk that the alleged respondent will commit additional acts of sexual or other violence, such as:
  - whether there have been other sexual violence complaints about the same alleged respondent;
  - whether the alleged respondent has a history of arrests or records from a prior school indicating a history of violence;
  - whether the alleged respondent threatened further sexual violence or other violence against the victim or others;
  - whether the sexual violence was committed by multiple respondents;
  - whether the sexual violence was perpetrated with a weapon;
  - whether the victim is a minor;
  - whether the institution possesses other means to obtain relevant information of the sexual violence (e.g., security cameras or personnel, physical evidence);
  - whether the victim’s report reveals a pattern of perpetration (e.g., via illicit use of drugs or alcohol) at a given location or by a particular group.

The presence of one or more of these factors could lead the institution to investigate and, if appropriate, pursue conduct action. If none of these factors is present, the institution will likely respect the victim’s request for confidentiality.

If it is determined that the institution cannot maintain a victim’s confidentiality, the institution will inform the victim prior to starting an investigation. OPSU will remain ever mindful of the victim’s well-being, and will take ongoing steps to protect the victim from retaliation or harm and work with the victim to create a safety plan. The institution may not require a victim to participate in any investigation or conduct process. Retaliation against the victim, whether by students or institution employees, will not be tolerated.

**Reporting to the Police**

OPSU strongly encourages individuals to report sexual violence and any other criminal offenses to the police. This does not commit you to prosecute but will allow the gathering of information and evidence. The information and evidence preserve future options regarding criminal prosecution, institutional conduct actions and/or civil actions against the perpetrator.
If the incident happened on campus or in Goodwell, it can be reported to the Goodwell Police Department at 580-338-4000. If the incident occurred elsewhere in Guymon, it can be reported to the Guymon Police Department at 906 NW 5th St., Guymon, OK or at 580-338-6525. If the incident happened anywhere else, it can be reported to the local law enforcement with jurisdiction in the location where it occurred.

Please know that the information you report can be helpful in supporting other reports and preventing further incidents.

**Report to Student Conduct**

Anyone can report any instances of sexual violence to Student Affairs at Sewell-Loofbourrow 101 or at 580-349-1360. A complaint should be filed as soon as possible, preferably within 180 calendar days of the incident.

If either the victim or the accused is a student, the incident will be addressed through the Student Conduct process once a complaint is filed.

Additionally, as stated above, OPSU strongly encourages individuals to report any instance of sexual violence to the police.

**MISSING STUDENT NOTIFICATION**

In accordance with Section 485 of the Higher Education Act, 20 U.S.C. § 1092(j), OPSU has developed this investigation and notification policy regarding students who reside in campus housing and have been reported as missing.

Students, faculty, staff, and others should notify the Residence Halls Supervisor, Director of University Housing or the Dean of Students that a student has been missing for 24 hours. Any Oklahoma Panhandle State University student reported missing for 24 hours will be reported as presumed missing to the Goodwell Police Department at (580) 349-2566.

OPSU students may register a confidential contact person to notify in case the student is reported missing for 24 hours. Students may register their contacts in the OPSU Housing/Student Affairs Office. Contact information will be kept confidential and reported only to law enforcement and university personnel directly involved with the search for a missing student.

If the missing OPSU student is under 18 years old, is not emancipated, and is missing for 24 hours, a custodial parent or legal guardian must be notified in addition to the Goodwell Police Department.
If an OPSU student has not registered and is reported missing for 24 hours, the Goodwell Police Department will still be notified.

*Missing Student Procedures*

Upon receiving a report of a missing student, the Goodwell Police Department will notify the OPSU Residence Life Supervisor, Dean of Student Affairs, and Vice President of Academic Affairs and Outreach.

OPSU personnel and the Goodwell Police Department will attempt to locate the student and/or verify that the student is missing and has been missing for 24 hours. This includes, but is not limited to: contacting the confidential contact person registered, checking the student’s on-campus residence, and checking class attendance records.

If OPSU and the Goodwell Police Department verify that the student has been missing for 24 hours, Goodwell Police will begin a missing person investigation in conjunction with other appropriate area law enforcement agencies.

These procedures may begin in less than 24 hours if circumstances require faster implementation.

**CONTACT INFORMATION**

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<tr>
<th>Service</th>
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<tr>
<td>Goodwell Police Department</td>
<td>580-349-2566 580-338-4000</td>
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<td>Texas County Sheriff’s Office</td>
<td>580-338-4000</td>
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<td>Guymon Police Department</td>
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<td>Office of Student Affairs</td>
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<td>Dean of Students</td>
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<td>Title IX Coordinator</td>
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<td>Director of Residential Living</td>
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<td>Counseling, Career Services &amp; Testing</td>
<td>580-349-1558</td>
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<td>OPSU Victim’s Advocate</td>
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<td>Student Health Clinic</td>
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<td>Northwest Domestic Crisis Services</td>
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<td>Memorial Hospital of Texas County</td>
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ANNUAL FIRE SAFETY REPORT

Rules on Portable Electric Appliances, Smoking and Open Flames in a Student Housing Facility

*Electrical Appliances*

The following items are allowed: clocks, irons, coffee makers with automatic shut-offs, hair dryers, electric curlers, shavers, electric blankets, lamps, radios, computers, stereos, microwaves (except in Field Hall), mini fridges (4.0 cu. ft. or less), fans, George Foreman-type grills (Aggie Apartments and Aggie Annexes only), crock pots (Aggie Apartments and Aggie Annexes only), and televisions. Any electrical extension cord must be 14 gauge or heavier.

The following items are prohibited: open coil cooking appliances, all other cooking appliances, deep freezes, portable heaters, sunlamps, broadcasting equipment, air conditioners, and other such items.

Please be aware that overloading an electrical circuit with too many appliances can cause problems. Computer equipment may be affected by other electrical appliances used in your room.

*Firearms, Fireworks, and Explosives*

Under state and federal law, these may never be kept in residence hall rooms on university property. Possession of these items will result in the immediate removal from the residence hall.

*Flammable Materials*

Candles and incense are prohibited, as well as kerosene lamps and other flammable liquid fuel devices. Smoking is not allowed in the residence halls.

*Health & Safety Checks*

Each semester Housing and Residential Life staff will inspect rooms for safety concerns. When performing Health and Safety checks, staff will:

- Post notification for the community at least two days in advance
- Knock and announce themselves before entering
- Enter rooms in pairs and wear nametags
- Inspect only items that are in plain view (no closets, drawers, or refrigerators will be opened)
- Look for – unsafe cord placement (over doors, across door jams), unclean environment (rotting food, mold, offensive odor), doorway obstruction, electrical
outlet over-loading, maintenance concerns, pests, and paper covering more than 1/3 of door/walls.

- Document any policy violations

Confiscation

Housing & Residential Life staff may confiscate items that are deemed illegal, in violation of Housing & Residential Life or OPSU policy or deemed unsafe. In instances when Housing & Residential Life has confiscated an item, a notice will be left in the room in question and the residents of that room should expect to receive further notification from the Residence Halls Supervisor about conduct follow-up.

Student Housing Evacuation in the Case of a Fire

In the event of a fire, OPSU expects that all campus community members will evacuate by the nearest exit, closing doors and activating the fire alarm system (if one is present) as they leave. Once safely outside a building, it is appropriate to contact 911 and the Office of Student Affairs and OPSU Physical Plant. Students and/or staff are informed where to relocate to by staff if circumstance warrants at the time of the alarm. In the event fire alarms sound, University policy is that all occupants must evacuate from the building, closing doors as they leave. Each community member’s only duty is to exit safely and quickly, shutting doors along the exit path as they go to contain the spread of flames and smoke, and to activate the alarm as they exit. At no time should the closing of doors or the activation of the alarm delay the exit from the building.

Fire Alarm Instructions

- In inclement weather, wear a coat and shoes and carry a towel.
- Close windows and leave lights on in room. Take room key.
- Leave door closed and walk to exit. If smoke is encountered, stay low for air.
- Physical assistance for evacuation – Call Goodwell Police Department at 338-4000 or 911
- If unable to leave room, place a towel under the door if smoke is either seen or smelled.
- Hang a towel out of the window, indicating to a person below that a person is in that room.
- Await assistance in the room or area of refuge.

Fire Safety Education and Training Programs Provided to Students and Employees

Fire safety education programs for all students living in on-campus student housing and all employees that have any association with on-campus student housing are held at the
beginning of each semester. These programs are designed to: familiarize everyone with
the fire safety system in each housing facility, train everyone on the procedures to be
followed in case there is a fire and distribute information on the college’s fire safety
policies. Everyone is also provided with maps of each on-campus student housing
facility that illustrate evacuation routes and fire alarm equipment locations. During these
programs, trainers emphasize that participating in fire drills is mandatory. Students with
disabilities are given the option to have a “buddy” assigned to them.

Fire safety education and training programs are taught by local fire authorities as well as
the Residence Halls Supervisor who is experienced in fire safety matters.

If a fire occurs, students are instructed to leave hazardous areas per the evacuation
routes and get to a predetermined location before calling 911 for help. They are to
remain in that location so that someone from the Student Housing office has
documented that the student has left the building. RAs are instructed to pull the fire
alarm as they are leaving the building if they can do so without risking their safety.

**Fire Drills:** For the protection and safety of our community, announced and
unannounced fire drills will be held at the direction of the Residence Halls Supervisor
during the academic year. To become familiar with evacuation routes, cooperation is
mandatory. Anytime the alarm sounds residents are to leave the building. Participation
in fire evacuations are required by state law.

**To Report a Fire**

Per federal law, OPSU is required to annually disclose statistical data on all fires that
occur in on-campus student housing facilities. Listed below are the emergency and non-
emergency numbers to call to report a fire that is occurring or has occurred please
contact one of the following:

- Fire Emergency.................................................................911
- OPSU Office of Student Affairs ....................................580-349-1360
- OPSU Residence Halls Supervisor ............................580-349-1355

When calling, please provide as much information as possible about the location, date,
time and cause of the fire.

**Future Improvements in Fire Safety**

OPSU has adopted the National Incident Management System (NIMS) for all of its
emergency and non-emergency events. The adoption of NIMS will improve the
University’s response to emergencies and hazards, especially fires.
All fire alarm systems and fire suppression systems undergo an annual inspection to ensure the systems are functioning and meet current federal, state and local regulations.
## OPSU Fire Summary

<table>
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<tr>
<th>Facility</th>
<th>Fires</th>
<th>Injuries</th>
<th>Deaths</th>
<th>Value of Loss</th>
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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.


**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.


**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.


**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 A of Section 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.


**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”;

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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.

Appendix B

Northwest Domestic Crisis Center MOU
MEMORANDUM OF UNDERSTANDING BETWEEN
[DOMESTIC CRISIS CENTER] and [INSTITUTION]

This Memorandum of Understanding ("MOU") is entered into on the 15th day of July 2015 by Northwest Domestic Crisis Services, Inc. and Oklahoma Panhandle State University. The MOU formalizes the commitment of the parties to work together to provide trauma-informed services to student and employee survivors of sexual assault and domestic violence and to improve the overall response to sexual assault and domestic violence at Oklahoma Panhandle State University. The parties share the goal of preventing sexual assault and domestic violence on campus and in the community, and responding appropriately to students and employees who have been traumatized.

1. DESCRIPTION OF THE PARTNER AGENCIES
Northwest Domestic Crisis Services, Inc. is a nonprofit, community-based organization dedicated to the elimination of sexual violence in all its forms. Northwest Domestic Crisis Services provides free, confidential services including a 24-hour hotline, therapeutic services, medical and legal referrals, victim advocacy, community education, and training for professionals. Through direct services and education, Northwest Domestic Crisis Services, Inc. provides services to individuals living in Alfalfa, Beaver, Cimarron, Dewey, Ellis, Harper, Major, Texas, Woods, and Woodward counties in Oklahoma. Northwest Domestic Crisis Services, Inc. provides empowerment-based services that focus on healing, support, and justice for victims of sexual assault.

Oklahoma Panhandle State University serves 1,613 students (2013-2014 unduplicated headcount). Its mission is to provide high-quality education in a safe learning environment.

2. HISTORY OF PREVIOUS COLLABORATION
Oklahoma Panhandle State University and Northwest Domestic Crisis Services, Inc. have collaborated in the past on programs to prevent sexual violence on campus. Northwest Domestic Crisis Services, Inc. has conducted both classroom and large audience on-campus educational programs for students and faculty and staff of Oklahoma Panhandle State University. This MOU builds on the previous collaboration to provide services to victims and training to additional school officials.

3. THE ROLE OF THE RAPE CRISIS CENTER
Northwest Domestic Crisis Services, Inc. agrees to:
   a. Appoint a qualified Coordinator of Services to focus on making services accessible to and appropriate for students and employees referred by Oklahoma Panhandle State University.
   b. Make 24-hour rape crisis hotline services available to students and employees of Oklahoma Panhandle State University.
   c. Provide confidential crisis intervention, counseling, information and referral, and accompaniment to medical and legal services as requested by students and employees.
   d. Provide students and employees of Oklahoma Panhandle State University with information about how to file a complaint with Oklahoma Panhandle State University and how to report a crime to campus or local law enforcement and offer to assist students and employees with filing a complaint or report.
e. Provide Oklahoma Panhandle State University with general information about incidents of sexual violence and other reportable offenses for inclusion in its annual Clery Act security report and to help Oklahoma Panhandle State University identify patterns or systemic problems related to sexual violence.

f. Conduct victim satisfaction surveys or use other methods to assess the effectiveness of the services provided to students and employees.

g. Meet regularly with the school's Title IX Coordinator or designee to share information about: the needs of victims, trends in sexual assault services provided, additional services that are needed by students and employees, and the effectiveness of the school's sexual assault prevention and response program.

h. Provide training to Oklahoma Panhandle State University health care and student services staff, officials involved in student conduct proceedings, and campus law enforcement on the incidence and prevalence of sexual assault, myths about sexual assault, the physical and emotional effects of sexual assault on victims, the neurobiology of trauma, and appropriate methods for interviewing and communicating with victims.

i. Assist schools with the development and provision of prevention programming and training to faculty, students and school officials.

j. Include a member of the Oklahoma Panhandle State University faculty or staff on any NWDCS sexual assault response team (SART) or other coordinated team effort.

4. THE ROLE OF Oklahoma Panhandle State University

Oklahoma Panhandle State University agrees to:

a. Identify a central point of contact for Northwest Domestic Crisis Services, Inc. staff to facilitate referrals for confidential services.

b. Provide training to Northwest Domestic Crisis Services, Inc. staff about: on-campus resources that are available to student and employee victims of sexual assault; the federal and state requirements for Oklahoma Panhandle State University in responding to sexual assault; reporting procedures for victims who wish to file a report with campus law enforcement and/or a complaint with Oklahoma Panhandle State University officials; the student code of conduct and disciplinary process; and the educational accommodations that can be provided to victims of sexual assault.

c. Provide printed and online materials about reporting options for students and employees, including information about how to file a complaint with Oklahoma Panhandle State University and how to report a crime to campus or local law enforcement.

d. Inform Northwest Domestic Crisis Services, Inc. about the reporting obligations of school employees and identify those school employees with whom students can speak confidentially (and any exceptions to that confidentiality.)

e. Inform Northwest Domestic Crisis Services, Inc. about the school's prohibitions on retaliation, how allegations of retaliation can be reported, and what protections are available for students who experience retaliation.

f. Ensure availability of the Title IX Coordinator or designee to meet regularly with Rape Crisis Center Coordinator.

g. Collaborate with Northwest Domestic Crisis Services, Inc. on prevention approach and activities.
5. CONFIDENTIALITY
Northwest Domestic Crisis Services, Inc. and Oklahoma Panhandle State University affirm the importance of providing students with options for confidential services and support. All services provided by Northwest Domestic Crisis Services, Inc. to students and employees of Oklahoma Panhandle State University will be kept confidential except in the following circumstances:

a. If the student or employee wants information shared with Oklahoma Panhandle State University or campus security, campus or local law enforcement, Northwest Domestic Crisis Services, Inc. will obtain informed consent for release of the information. When releases of information are required, they will be written, informed, and reasonably time-limited.

b. Northwest Domestic Crisis Services will provide Oklahoma Panhandle State University aggregate data about incidents of sexual violence and other reportable offenses to include in its annual Clery Act security report and to help the Oklahoma Panhandle State University identify patterns or systemic problems related to sexual violence. No personally identifying information will be provided for Clery Act purposes. Northwest Domestic Crisis Services, Inc. will consult with victims regarding what information needs to be withheld to protect their identity.

c. If the federal or state law requires disclosure because there is an imminent risk of harm to self or others, the Coordinator will determine: who will be notified; in what form; what information will be provided to the victim regarding this disclosure; and what steps will be taken to protect the victim from the imminent risk.

This Memorandum of Understanding is executed on the day and date first above written by the respective agencies.

[INSTITUTION]
By: [Signature]
   President

[DOMESTIC CRISIS CENTER]
By: [Signature]
   Executive Director
Appendix C

OPSU Contract for Law Enforcement Services with Town of Goodwell
FY14, FY15, FY 16
AGREEMENT FOR LAW ENFORCEMENT SERVICES

This agreement made and entered into this 1st day of July, 2013, between the Town of Goodwell, a Municipal Corporation (hereinafter referred to as “Goodwell”) and Oklahoma Panhandle State University, an institute of higher education (hereinafter referred to as “OPSU”).

For and in consideration of the mutual promises and covenants set forth herein, the parties do hereby agree as follows:

1. PURPOSE: Goodwell agrees to provide law enforcement services to OPSU during the term of this agreement in the nature of law enforcement services typically provided by campus police agencies. The Chief of Police and the President of OPSU will agree upon and coordinate the law enforcement services to be provided to OPSU. Goodwell will be responsible for employing the peace officers for the providing of the law enforcement services to OPSU. In addition, OPSU administration will participate in the hiring process of the campus officer before the individual is officially employed by Goodwell. Peace officers assigned by Goodwell to provide services to OPSU will have the authority to enforce Oklahoma State Statutes, Goodwell Municipal Ordinances, and OPSU rules and regulations on all property, including streets, highways, roads, alleys, easements and other public areas owned, leased, or rented by OPSU, within the municipal corporate limits of Goodwell. In addition to the above referenced services the Goodwell Police Department agrees to include all services listed below:

2. Provide a dedicated law enforcement officer on campus from 12:00 a.m. to 6:00 a.m., Thursday through Monday nights to patrol the OPSU campus, farm, maintenance building and ball field complexes. This officer will use the OPSU Aggie Apartment’s Clubhouse as the officer’s headquarters for the night duty.

3. Security coverage will continue through Fall, Thanksgiving, Christmas, Spring and Easter breaks, and also, Fall and Spring finals week.

4. Regular patrol of OPSU Farm as per agreement with the Texas County Sheriff.

5. Additional night-time duties of the campus officer will be to patrol the campus, lock and secure all campus buildings and make sure lights are off. Lights left on and all incidents are to be reported to the OPSU administration the following day.
5. With the exception of emergencies requiring the presence of Goodwell Police Officers, the Goodwell Police Department agrees to be present at university events and activities. An officer will be present to assist with crowd control at all sporting and major student events.

6. The Police K-9 will patrol the OPSU Residence Halls as agreed upon by the Chief of Police and the OPSU President.

2. **TERM:** This agreement shall be effective for one (1) year beginning with each fiscal year and terminating at conclusion of the fiscal year. Either party may terminate this agreement upon one hundred twenty (120) days written notice to the other party.

3. **CONSIDERATION:** During the term of this agreement, OPSU agrees to pay Goodwell for the services, payable in twelve (12) equal monthly payments of $9,579.67, with the first payment to be made on or before July 31, 2013.

4. **DEFAULT:** Should either party breach or default in the performance of any covenant, requirement, or condition of this agreement and such breach or default continue without remedy for thirty (30) days after such defaulting party shall have received a written notice of such default from the other party, the non-defaulting party may immediately terminate this agreement by giving written notice thereof to the breaching or defaulting party.

5. **NOTICE:** Thirty (30) days written notice shall be given by either party to correct and default under this agreement and failure to correct or comply within thirty (30) days from the date of the notice shall be grounds for termination of this agreement.

All notices required under this agreement shall be in writing and shall be mailed by regular mail, postage pre-paid, to Goodwell and OPSU at the following addresses:

**Goodwell:**
Andrew Ramirez, Chief of Police  
Town of Goodwell Police Department  
P.O. Box 759  
Goodwell, OK 73939

**OPSU:**
Dr. David A. Bryant, President  
Oklahoma Panhandle State University  
P.O. Box 430  
Goodwell, OK 73939

6. **ASSIGNMENT:** This agreement shall not be assigned by either party without prior written consent of the other party.
7. **INDEPENDENT CONTRACTORS:** The parties to this agreement act conclusively as independent contractors and not as partners or joint ventures and no separate legal entity or organization shall be deemed created by virtue of this agreement. This agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.

8. **INSURANCE:** Goodwell agrees to comply with the applicable State and Federal Laws with respect to compensation of their respective employees and the required insurance coverage, including worker’s compensation. Goodwell acknowledges that they are self insured for losses which occur as a result of the torts of their employees, acting within the scope of their employment, pursuant to and subject to the limitations and exceptions in the Governmental Tort Claims Act, 51 O.S. 1990 Supp., Section 151 et seq., as may be amended from time to time, and acknowledges that they maintain Own Risk Permits with the Worker’s Compensation Court.

9. **HEADINGS:** The headings of several paragraphs and sections contained herein are for convenience only and do not define, limit, or construe such paragraphs or sections.

10. **SEVERABILITY:** If any provision of this agreement, in whole or in part, shall prove to be invalid for any reason, each invalidity shall only affect the part of such provision which shall be invalid and in all other respects shall stand as if such invalid provision had not been made and it shall fail to the extent, and only to the extent, of such invalid provision and no other portion or provision of this agreement shall be invalidated, impaired, or affected thereby.

11. **AMENDMENTS:** This agreement is the complete agreement of the parties regarding matters addressed herein. No amendment of this agreement shall be binding unless first reduced to writing and signed by the authorized representatives of the parties.

12. **SUCCESSORS:** The terms, conditions, and covenants herein contained shall be binding upon all parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective authorized officers on the day and year first above written.
OKLAHOMA PANHANDLE STATE UNIVERSITY

BY: [Signature]
David A. Bryant, President

TOWN OF GOODWELL, OKLAHOMA

BY: [Signature]
Bryant E. Riffe, Mayor

ATTEST: (Seal)

Dee Hendrix, Goodwell Town Clerk
AGREEMENT FOR LAW ENFORCEMENT SERVICES

This agreement made and entered into this 1st day of July, 2014, between the Town of Goodwell, a Municipal Corporation (hereinafter referred to as “Goodwell”) and Oklahoma Panhandle State University, an institute of higher education (hereinafter referred to as “OPSU”).

For and in consideration of the mutual promises and covenants set forth herein, the parties do hereby agree as follows:

1. PURPOSE: Goodwell agrees to provide law enforcement services to OPSU during the term of this agreement in the nature of law enforcement services typically provided by campus police agencies. The Chief of Police and the President of OPSU will agree upon and coordinate the law enforcement services to be provided to OPSU. Goodwell will be responsible for employing the peace officers for the providing of the law enforcement services to OPSU. In addition, OPSU administration will participate in the hiring process of the campus officer before the individual is officially employed by Goodwell. Peace officers assigned by Goodwell to provide services to OPSU will have the authority to enforce Oklahoma State Statutes, Goodwell Municipal Ordinances, and OPSU rules and regulations on all property, including streets, highways, roads, alleys, easements and other public areas owned, leased, or rented by OPSU, within the municipal corporate limits of Goodwell. In addition to the above referenced services the Goodwell Police Department agrees to include all services listed below:

2. Security coverage will continue through Fall, Thanksgiving, Christmas, Spring and Easter breaks, and also, Fall and Spring finals week.

3. Regular patrol of OPSU Farm as per agreement with the Texas County Sheriff.

4. Additional night-time duties of the campus officer will be to patrol the campus, lock and secure all campus buildings and make sure lights are off. Lights left on and all incidents are to be reported to the OPSU administration the following day.
5. With the exception of emergencies requiring the presence of Goodwell Police Officers, the Goodwell Police Department agrees to be present at university events and activities. An officer will be present to assist with crowd control at all sporting and major student events.

6. The Police K-9 will patrol the OPSU Residence Halls as agreed upon by the Chief of Police and the OPSU President.

2. **TERM:** This agreement shall be effective for one (1) year beginning with each fiscal year and terminating at conclusion of the fiscal year. Either party may terminate this agreement upon one hundred twenty (120) days written notice to the other party.

3. **CONSIDERATION:** During the term of this agreement, OPSU agrees to pay Goodwell for the services, payable in twelve (12) equal monthly payments of $9,579.67, with the first payment to be made on or before July 31, 2014.

4. **DEFAULT:** Should either party breach or default in the performance of any covenant, requirement, or condition of this agreement and such breach or default continue without remedy for thirty (30) days after such defaulting party shall have received a written notice of such default from the other party, the non-defaulting party may immediately terminate this agreement by giving written notice thereof to the breaching or defaulting party.

5. **NOTICE:** Thirty (30) days written notice shall be given by either party to correct and default under this agreement and failure to correct or comply within thirty (30) days from the date of the notice shall be grounds for termination of this agreement.

All notices required under this agreement shall be in writing and shall be mailed by regular mail, postage pre-paid, to Goodwell and OPSU at the following addresses:

**Goodwell:**
Andrew Ramirez, Chief of Police  
Town of Goodwell Police Department  
P.O. Box 759  
Goodwell, OK 73939

**OPSU:**
Dr. David A. Bryant, President  
Oklahoma Panhandle State University  
P.O. Box 430  
Goodwell, OK 73939

6. **ASSIGNMENT:** This agreement shall not be assigned by either party without prior written consent of the other party.
7. **INDEPENDENT CONTRACTORS:** The parties to this agreement act conclusively as independent contractors and not as partners or joint ventures and no separate legal entity or organization shall be deemed created by virtue of this agreement. This agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.

8. **INSURANCE:** Goodwill agrees to comply with the applicable State and Federal Laws with respect to compensation of their respective employees and the required insurance coverage, including worker’s compensation. Goodwell acknowledges that they are self insured for losses which occur as a result of the torts of their employees, acting within the scope of their employment, pursuant to and subject to the limitations and exceptions in the Governmental Tort Claims Act, 51 O.S. 1990 Supp., Section 151 et seq., as may be amended from time to time, and acknowledges that they maintain Own Risk Permits with the Worker’s Compensation Court.

9. **HEADINGS:** The headings of several paragraphs and sections contained herein are for convenience only and do not define, limit, or construe such paragraphs or sections.

10. **SEVERABILITY:** If any provision of this agreement, in whole or in part, shall prove to be invalid for any reason, each invalidity shall only affect the part of such provision which shall be invalid and in all other respects shall stand as if such invalid provision had not been made and it shall fail to the extent, and only to the extent, of such invalid provision and no other portion or provision of this agreement shall be invalidated, impaired, or affected thereby.

11. **AMENDMENTS:** This agreement is the complete agreement of the parties regarding matters addressed herein. No amendment of this agreement shall be binding unless first reduced to writing and signed by the authorized representatives of the parties.

12. **SUCCESSORS:** The terms, conditions, and covenants herein contained shall be binding upon all parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective authorized officers on the day and year first above written.
OKLAHOMA PANHANDLE STATE UNIVERSITY

BY:  
        David A. Bryant, President

TOWN OF GOODWELL, OKLAHOMA

BY:  
        Bryant E. Riff, Mayor

ATTEST: (Seal)

Dee Hendrix, Goodwell Town Clerk
AGREEMENT FOR LAW ENFORCEMENT SERVICES

This agreement made and entered into this 8th day of June, 2015, between the Town of Goodwell, a Municipal Corporation (hereinafter referred to as “Goodwell”) and Oklahoma Panhandle State University, an institute of higher education (hereinafter referred to as “OPSU”).

For and in consideration of the mutual promises and covenants set forth herein, the parties do hereby agree as follows:

1. **PURPOSE:** Goodwell agrees to provide law enforcement services to OPSU during the term of this agreement in the nature of law enforcement services typically provided by campus police agencies. The Chief of Police and the President of OPSU will agree upon and coordinate the law enforcement services to be provided to OPSU. Goodwell will be responsible for employing the peace officers for the providing of the law enforcement services to OPSU. In addition, OPSU administration will participate in the hiring process of the campus officer before the individual is officially employed by Goodwell. Peace officers assigned by Goodwell to provide services to OPSU will have the authority to enforce Oklahoma State Statutes, Goodwell Municipal Ordinances, and OPSU rules and regulations on all property, including streets, highways, roads, alleys, easements and other public areas owned, leased, or rented by OPSU, within the municipal corporate limits of Goodwell. In addition to the above referenced services the Goodwell Police Department agrees to include all services listed below:

1. Provide a dedicated law enforcement officer on campus from 12:00 a.m. to 6:00 a.m., Thursday through Monday nights to patrol the OPSU campus, farm, maintenance building and ball field complexes. This officer will use the OPSU Aggie Apartment’s Clubhouse as the officer’s headquarters for the night duty.

2. Security coverage will continue through Fall, Thanksgiving, Christmas, Spring and Easter breaks, and also, Fall and Spring finals week.

3. Regular patrol of OPSU Farm as per agreement with the Texas County Sheriff.

4. Additional night-time duties of the campus officer will be to patrol the campus, lock and secure all campus buildings and make sure lights are off. Lights left on and all incidents are to be reported to the OPSU administration the following day.
5. With the exception of emergencies requiring the presence of Goodwell Police Officers, the Goodwell Police Department agrees to be present at university events and activities. An officer will be present to assist with crowd control at all sporting and major students evens.

6. The Police K-9 will patrol the OPSU Residence Halls as agreed upon by the Chief of Police and the OPSU President.

2. **TERM:** This agreement shall be effective for one (1) year beginning with each fiscal year and terminating at conclusion of the fiscal year. Either party may terminate this agreement upon one hundred twenty (120) days written notice to the other party.

3. **CONSIDERATION:** During the term of this agreement, OPSU agrees to pay Goodwell for the services, payable in twelve (12) equal monthly payments of $9,579.67, with the first payment to be made on or before July 31, 2015.

4. **TITLE IX REQUIREMENTS:**

   a. OPSU is obligated to comply with Title IX of the Educational Amendments of 1972, 20 U.S.C. §1681, et.seq. Title IX prohibits discrimination on the basis of sex and also prohibits sexual harassment in education programs or activities operated by recipients of federal financial assistance. The law also defines sexual harassment to include sexual violence. Under this agreement, Goodwell specifically acknowledges and agrees OPSU has an obligation under Title IX to resolve complaints promptly and equitably through its administrative processes, regardless of any pending criminal charges involving those complaints. OPSU will temporarily delay the fact-finding portion of a Title IX investigation when requested by the Goodwell Police Department in order to provide time to gather evidence in such a case. Once notified that the Goodwell Police Department has completed its gathering of evidence (i.e., not the ultimate outcome of the investigation or the filing of charges), OPSU is then obligated to promptly resume and complete its fact-finding for the Title IX investigation.

   b. When victims of sexual violence choose to make a report to the police, OPSU administrative officials will refer such reports of sexual violence to Goodwell Police Department. The Goodwell Police Department will, as soon as practicable, refer reports of those incidents occurring outside of the Goodwell Police Department service areas to the appropriate agency. Nothing in this agreement, or related to such an investigation itself, prevents OPSU from notifying complaints of their Title IX rights and OPSU’s grievance procedures or from taking steps to ensure the safety and well-being of the complaint and the university community while the law enforcement evidence-gathering is in progress.
c. Statements made to OPSU or its personnel, including facts about the case that may be pertinent to the investigation, shall be shared with the Goodwell Police Department. Not to supersede confidentiality of licensed/medical personnel employed by OPSU.

5. **ANTI-DISCRIMINATION**: Neither Goodwell nor OPSU shall differentiate or discriminate in its performance under this agreement on the basis of race, color, religion, creed, sex, age, marital status, national origin, or actual or perceived sexual orientation, gender identity or disability.

6. **DEFAULT**: Should either party breach or default in the performance of any covenant, requirement, or condition of this agreement and such breach or default continue without remedy for thirty (30) days after such defaulting party shall have received a written notice of such default from the other party, the non-defaulting party may immediately terminate this agreement by giving written notice thereof to the breaching or defaulting party.

7. **NOTICE**: Thirty (30) days written notice shall be given by either party to correct and default under this agreement and failure to correct or comply within thirty (30) days from the date of the notice shall be grounds for termination of this agreement.

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8. **ASSIGNMENT**: This agreement shall not be assigned by either party without prior written consent of the other party.

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10. **INSURANCE**: Goodwell agrees to comply with the applicable State and Federal Laws with respect to compensation of their respective employees and the required insurance coverage, including worker’s compensation. Goodwell acknowledges that they are self insured for losses which occur as a result of the torts of their employees, acting within the scope of their employment,
pursuant to and subject to the limitations and exceptions in the Governmental Tort Claims Act, 51 O.S. 1990 Supp., Section 151 et seq., as may be amended from time to time, and acknowledges that they maintain Own Risk Permits with the Worker’s Compensation Court.

11. **HEADINGS:** The headings of several paragraphs and sections contained herein are for convenience only and do not define, limit, or construe such paragraphs or sections.

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13. **AMENDMENTS:** This agreement is the complete agreement of the parties regarding matters addressed herein. No amendment of this agreement shall be binding unless first reduced to writing and signed by the authorized representatives of the parties.

14. **SUCCESSORS:** The terms, conditions, and covenants herein contained shall be binding upon all parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the respective authorized officers on the day and year first above written.

OKLAHOMA PANHANDLE STATE UNIVERSITY

BY: [Signature]
David A. Bryant, President

TOWN OF GOODWELL, OKLAHOMA

BY: [Signature]
Allen Weissinger, Mayor

ATTEST: (Seal)

Charlie Bachman, Goodwell Town Clerk