

**RESOLUTION AGREEMENT  
UNIVERSITY OF OKLAHOMA  
OFFICE FOR CIVIL RIGHTS DOCKET NUMBER 07072018**

The U.S. Department of Education, Office for Civil Rights (OCR), opened the above-referenced complaint against the University of Oklahoma (University), Norman, Oklahoma, pursuant to Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 United States Code (U.S.C.) § 794, and its implementing regulation, 34 Code of Federal Regulations (C.F.R.) Part 104; and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. § 12131, and its implementing regulation, 28 C.F.R. Part 35. Prior to the completion of OCR's investigation, the University asked to resolve the allegations in the complaint pursuant to Section 302 of OCR's *Case Processing Manual*. Accordingly, to ensure compliance with Section 504, Title II and their implementing regulations and to resolve the allegations of this complaint, the University voluntarily agrees to take the following actions:

**I. GENERAL PROVISIONS**

This Agreement resolves OCR Docket No. 07072018 and does not constitute an admission by the University of any violation of Section 504 and Title II, or any other law.

OCR agrees to discontinue its investigation of OCR Docket No. 07072018 based upon the University's commitment to take the actions specified in this Agreement which, when fully implemented, will resolve the allegation in OCR Docket No. 07072018.

In the event the University fails to implement any provision of this Agreement, OCR may resume its investigation of the complaint or take other appropriate measures within its authority to effect compliance with Section 504 or Title II.

The University understands that by signing this Agreement, it agrees to provide data and other information in a timely manner in accordance with the reporting requirements of this Agreement. Further, the University understands that during the monitoring of this Agreement, if necessary, OCR may visit the University, interview staff and students, and request such additional reports or data as are necessary for OCR to determine whether the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 or Title II.

The University understands that OCR will not close the monitoring of this Agreement until OCR determines that the University has fulfilled the terms of this Agreement and is in compliance with the regulations implementing Section 504 or Title II with respect to the subject of this investigation and agreement.

The University understands and acknowledges that OCR may initiate administrative enforcement or judicial proceedings to enforce the specific terms and obligations of this Agreement. Before initiating administrative enforcement (34 C.F.R. §§ 100.9, 100.10) or judicial proceedings to enforce this Agreement, OCR shall give the University written notice of the alleged breach and 60 (sixty) calendar days to cure the alleged breach.

## **II. RESOLUTION PROVISIONS**

### **A. REVISION OF TICKETING**

By February 29, 2016, the University shall review all existing ticketing policies, procedures, and informational materials regarding Stadium events, and will take any necessary action to ensure that those policies, procedures, and informational materials comply with the requirements of 28 C.F.R. § 35.138<sup>1</sup>.

The University may convert unused accessible and companion seating areas to temporary infill (conventional) seating, so long as when doing so it complies with 28 C.F.R. § 35.138(e). The University shall include in its review of existing ticketing policies, procedures, and informational materials whether it has converted unused accessible and companion seating at the Stadium since January 1, 2014.

**REPORTING REQUIREMENT:** By March 31, 2016, the University will submit to OCR for review and approval its review of its ticketing policy. The University will work collaboratively with OCR to revise the ticketing policy to resolve any questions or concerns raised by OCR.

### **B. TRAINING**

Within sixty (60) days of OCR's review of the University's compliance with the Reporting Requirement outlined in Part A, the University will ensure the University Athletic Department, and other appropriate University staff, receive training on the ticketing policy. This training will include instruction on the meaning of the policy, how the policy will be described to the public, and how the policy will be implemented. The University shall further ensure that University employees hired or promoted to a position requiring implementation of the revised ticketing policy shall

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<sup>1</sup> OCR and the University acknowledge that the University's policy as provided on its website regarding the sale and distribution of tickets (Policy) for all events at the Gaylord Family Oklahoma Memorial Stadium (Stadium) is not inconsistent with the requirements of 28 C.F.R. § 35.138.

also receive timely training on this policy as part of their onboarding or promotion process.

**REPORTING REQUIREMENT:** Within thirty (30) days of completing the training, the University will provide OCR documentation showing it has completed the training described above. The documentation must identify the following: (a) the date, time and location of the training; (b) the topics addressed at the training (the University may provide OCR an outline of the training and copy of the materials disseminated at the training); (c) the name(s), title(s), and credentials of the individual(s) who conducted the training; and (d) the name and title of each University administrator or employee who attended the training (a sign-in sheet with the attendees' names and titles is sufficient).

### **C. STADIUM ACCESSIBILITY**

By January 15, 2016, the University shall complete a review of the Stadium Master Plan, which shall include a comprehensive examination of the accessibility in all areas of the Stadium, including parking, accessible routes, restrooms, concession areas, elevators, ticket booths, and any other areas used by the public. The Stadium currently has approximately 196 wheelchair spaces. The Stadium Master Plan shall provide for additional wheelchair spaces, companion seating, and designated aisle seats to comply with the requirements of 28 C.F.R. § 35.151(g) and the 2010 Standards, including Sections 221 (Assembly Areas) and 802 (Wheelchair Spaces, Companion Seats, and Designated Aisle Seats). The Stadium Master Plan shall provide that all wheelchair spaces and companion seating comply with other requirements in the 2010 Standards, including integration of seating (221.2.2), lines of sight (221.2.3), horizontal dispersion (221.2.3.1), vertical dispersion (221.2.3.2), companion seating (221.3), and aisle seating (221.4). The review shall also address the requirement of 28 CFR 35.151(g)(2) that the seating configuration shall disperse wheelchair spaces and companion seats around the field of play.

1. By January 15, 2016, the University will provide OCR a written outline of the aspects of the revised Stadium Master Plan that address the seating and other accessibility matters outlined in Section I.I.C of this Agreement (Accessibility Plan) for OCR's review and approval. The Accessibility Plan shall identify all architectural changes or actions (Project Phases) necessary to ensure accessibility as set out above.
2. By March 15, 2016, the University shall provide OCR with a commitment and timeline to complete the Project Phases identified in the University's response required in I.I.C.1 above. The University will provide a plan which includes, at a minimum, the following information:

