

**Resolution Agreement  
Dixie State University  
Complaint Number 08-17-2332**

In order to resolve the physical accessibility allegations in Case Number 08-17-2332 filed against Dixie State University (University), the University agrees to implement the following Resolution Agreement. These complaint allegations were opened for investigation by the U.S. Department of Education, Office for Civil Rights (OCR) pursuant to Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794 (Section 504) and its implementing regulation at 34 C. F. R. part 104 and Title II of the Americans with Disabilities Act of 1990 (Title II), 42 U.S.C. §§ 12131–65, and its implementing regulation at 28 C.F.R. part 35, which prohibit discrimination on the basis of disability in public education programs that receive Federal financial assistance from the Department.

During the course of OCR's investigation, before OCR had made any findings, the University indicated its willingness to take steps necessary to ensure compliance with Section 504 and Title II. Pursuant to Section 302 of OCR's *Case Processing Manual*, a complaint may be resolved when, before the conclusion of an investigation, a recipient expresses an interest in resolving the complaint, OCR believes that doing so is appropriate, and the remedies align with the allegations. The University's decision to enter into this Agreement is not an admission of liability or wrong-doing, nor shall it be construed as such.

- 1) The University will evaluate the accessibility of the Legend Solar Stadium to identify any barriers to access for individuals with disabilities relative to seating. If any barriers to access are identified, the University may either remove the architectural barriers, or, alternatively it may implement another effective means of providing program access. In choosing among available methods for achieving program access, the University will give priority to those methods that serve people with disabilities in the most integrated setting appropriate and methods that allow people with disabilities to access the programs most independently.

After completing its evaluation, University will develop a written remediation plan addressing each barrier to access identified through its evaluation and submit it for OCR approval. For each barrier, the University may: (1) remove it in a way that complies with the 2010 ADA Standards, (2) propose a timeframe for barrier removal for OCR's consideration, or (3) propose a timeframe for alternate means of providing equivalent facilitation (for new construction or alterations) or program access (for existing facilities).

Specifically, the University's evaluation of the accessibility of the Stadium shall ensure, at a minimum:

- a. People with physical disabilities have a choice of admission prices comparable to those of members of the general public;
- b. People with physical disabilities have a choice of lines of sight comparable to those of members of the general public;

- c. People with physical disabilities may purchase or reserve accessible seats in the same manner and under the same conditions as all other ticket sales;
- d. For every designated wheelchair accessible seating location, fixed companion seating is provided;
- e. A proper number of accessible seating is provided, considering the number of fixed seating in the Stadium and temporary seating at larger events; and
- f. People with mobility disabilities other than those who use wheelchairs, such as people who cannot climb steps or walk long distances because of their disability because of arthritis, respiratory, circulatory or cardiac conditions, are not expected to use stairs and are permitted to purchase and use accessible seats.

**REPORTING REQUIREMENT:** By **May 1, 2018**, the University will provide OCR with the results of the University's accessibility evaluation including copies of all checklists and detailed photographs showing the measurements taken by the University during its evaluation. The University will also provide OCR with a copy of its remediation plan identifying each barrier to access found through the evaluation, describing how it will address each barrier to access and the date by which each barrier to access will be removed.

- 2) Within 30 days of receiving OCR's written approval of its remediation plan, the University will implement the plan, taking the steps necessary to address each identified barrier to access in accordance with the approved plan.

**REPORTING REQUIREMENT:** The University will submit written reports to OCR at six-month anniversaries of the effective date of this Agreement summarizing the actions the University has taken pursuant to Term 2 of this Agreement. Reports will include documentation satisfactory to OCR showing those actions. Such documentation will include, for example, detailed photographs showing the relevant measurements of any alterations or renovations, architectural plans, work orders, purchase orders, invoices and proof of efforts to secure funding/assistance for structural renovations or equipment.

- 3) The University will ensure that all designated accessible parking spaces at the Legend Solar Stadium are designated as reserved by a vertical sign showing the International Symbol of Accessibility and identifying van parking as "van accessible." All new signage installed by the University under this term will comply with the requirements of the 2010 ADA Standards §§ 502.6, 703.7.2.1.

**REPORTING REQUIREMENT:** By **July 1, 2018**, the University will provide OCR with a written assurance and statement that it has complied with the requirements of this term of the Agreement. Additionally, the University shall provide OCR with photos of all designated accessible parking spaces, also showing the required vertical signage including the International Symbol of Accessibility and identifying van parking as "van accessible." Also, the University shall provide OCR with a copy of all work orders and purchase orders for actions the University has taken to comply with this term of the Agreement.

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 the Agreement, if necessary, OCR may visit the University, interview University employees 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 and Title II, which were at issue in this case.

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 a minimum of sixty (60) calendar days to cure the alleged breach.

For Dixie State University:

/s/ 4/10/2018  
 Name \_\_\_\_\_ Date \_\_\_\_\_  
 Title \_\_\_\_\_