



**SETTLEMENT AGREEMENT  
UNDER THE AMERICANS WITH DISABILITIES ACT  
BETWEEN  
THE UNITED STATES OF AMERICA  
AND  
THE WARWICK SCHOOL DEPARTMENT  
USAO # 2023V00052  
DJ # 204-66-79**

The parties to this Settlement Agreement (Agreement) are the United States of America and the Warwick School Department (the “School District”). The parties hereby agree as follows:

**INTRODUCTION**

1. The United States Attorney’s Office for the District of Rhode Island, a component of the United States Department of Justice (“United States”), opened an investigation regarding the Warwick Neck Elementary School (“School”), pursuant to the Americans with Disabilities Act of 1990, as amended, (“ADA”), 42 U.S.C. §§ 12131-12134, and Title II’s implementing regulation, 28 C.F.R. Part 35. The United States initiated the investigation upon receipt of a complaint that alleged that the School District renovated the School’s playground in 2019, but in doing so, failed to make the path of travel to the altered playground also accessible to individuals with disabilities.
2. The United States is authorized to investigate alleged violations of Title II of the ADA, conduct compliance reviews of public entities, where appropriate, attempt informal resolution, such as through the terms of this settlement agreement, and if informal resolution is not achieved and a violation found, issue a Letter of Findings to the public entity. 28 C.F.R. § 35.172. If the United States fails to secure voluntary compliance, the Attorney General is authorized under 42 U.S.C. § 12133 to bring a civil action enforcing Title II of the ADA.
3. Title II of the ADA bars discrimination against persons with disabilities by public entities, 42 U.S.C. § 12132, and establishes that “no qualified individual with a disability shall, because a public entity’s facilities are inaccessible to or unusable by individuals with disabilities, be excluded from participation in, or be denied the benefits of the services, programs, or activities of a public entity, or be subjected to discrimination by a public entity.” 28 C.F.R. §§ 35.149, 35.151.

4. In the course of its investigation, the United States reviewed compliance of the School's playground with the ADA's applicable accessibility standards. The investigation revealed that the School playground was altered in 2019, but in altering the playground, the School District failed to ensure that, to the maximum extent feasible, the path of travel to the playground was readily accessible to and usable by individuals with disabilities, including individuals who use wheelchairs. Accordingly, the United States has concluded that qualified individuals with disabilities are, by reason of such disabilities, excluded from participation in or are denied the benefits of the School's programs, services, or activities, and are subjected to discrimination in violation of Title II of the ADA. The agreed upon remedial actions below are intended to remedy those violations.
5. The parties agree that it is in their best interests, and the United States believes it is the public interest, to resolve this matter without engaging in protracted litigation. The parties have therefore voluntarily entered into this Agreement.
6. During the United States' investigation, the 2010 ADA Standards for Accessible Design (2010 Standards), 28 C.F.R. § 35.104, which consist of the 2004 ADAAG, see appendices B and D to 36 C.F.R. part 1191, and the requirements in 28 C.F.R. § 35.151, were used to ascertain compliance with the ADA's requirements.

#### **REMEDIAL ACTIONS TO BE TAKEN BY THE SCHOOL DISTRICT**

7. The School District will make its programs, services, and activities, when viewed in their entirety, readily accessible to and usable by individuals with disabilities so they can participate equally in the School District's programs, services and activities.
8. Within ten days of the execution of this Agreement, the School District shall engage the services of a registered design professional to survey the School and create a plan for remediation. Such plan shall ensure that there is at least one accessible route connecting the building, playground, and all other accessible elements and spaces that are on the same site. See the 2010 Standards §§ 206.2.2, 402.2.
9. By July 15, 2023, the School District shall submit the design plan to the United States for approval. The United States shall approve or deny the plans within 30 days of submission. If the United States denies the plans, the School District shall have 15 days to submit corrected plans to the United States for approval. Upon approval by the United States, the School District shall promptly select a contractor and begin work.
10. By August 15, 2024, the School District shall complete remediation in accordance with the approved plan. In the event the School District is unable to complete remediation by August 15, 2024, despite the School District's good faith efforts, the School District shall not be deemed to be in breach and shall be entitled to request the consent of the United States to a sixty-day extension to complete the remediation. The United States shall

consider any such request reasonably and in good faith, and any such modification that is agreed to shall be deemed an amendment to this Agreement.

11. Any future alteration, as defined in 28 C.F.R. § 35.151, made to any of the School District's facilities shall comply in all respects with the ADA, its implementing regulation, and the 2010 Standards, as such statute, regulations, and Standards are in effect as of the date that alterations begin.

## **IMPLEMENTATION AND ENFORCEMENT**

12. As consideration for the Agreement set forth above, the United States will not institute any civil action under the ADA based on the allegations raised in DJ # 204-66-79 except as provided in Paragraph 13 below.
13. The United States shall have the right to verify compliance with this Agreement at any time. If the United States believes that this Agreement or any portion of it has been violated, it will raise its concerns with the School District and the parties will attempt to resolve the concerns in good faith. If the parties are unable to reach a satisfactory resolution of the issue(s) raised within 30 days of the date that the United States provides notice to the School District, the United States may institute a civil action in the United States District Court to enforce this Agreement or Title II of the ADA against the School District.
14. Failure by the United States to enforce any provision of this Agreement shall not be construed as a waiver of its right to do so with regard to any provision of this Agreement.
15. This Agreement memorializes the commitments made by the School District to avoid discrimination on the basis of disability at its facility and the terms under which the United States has agreed to conclude this particular investigation of the School District without further review or enforcement action. This Agreement is not intended to remedy any other potential violations of the ADA or any other law that is not specifically addressed in this Agreement, including any other claims for discrimination on the basis of disability. Nothing in this Agreement is intended to change the School District's obligation to otherwise comply with the requirements of the ADA.
16. This Agreement constitutes the entire agreement between the parties on the matters raised herein, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this written Agreement, shall be enforceable. This Agreement is limited to the facts set forth herein and it does not propose to remedy any other potential violations of the ADA, including violations of the alterations or new construction provisions of the ADA, or any other Federal law. This

Agreement does not affect the continuing responsibility of School District to comply with all aspects of the ADA.

17. If any provision of this Agreement is determined by any court to be unenforceable, the other terms of this Agreement shall nonetheless remain in full force and effect, provided, however, that if the severance of any such provision materially alters the rights or obligations of the parties, the United States and School District shall engage in good faith negotiations in order to adopt such mutually agreeable amendment to this Agreement as may be necessary to restore the parties as closely as possible to the initially agreed-upon relative rights and obligations.
18. This Agreement is a public document. A copy of this document or any information contained in it may be made available to any person.
19. The effective date of this Agreement is the date of the last signature below.
20. The term of this Agreement will be two years from the effective date.
21. All notifications under this Agreement shall be sent to the United States Attorney's Office, District of Rhode Island, One Financial Plaza, 17th Floor, Providence, RI 02903, Attn: AUSA Amy Romero, [Amy.Romero@usdoj.gov](mailto:Amy.Romero@usdoj.gov).

AGREED AND CONSENTED TO:

**FOR THE UNITED STATES:**

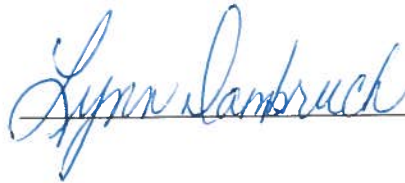
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Dated: July 24, 2023

**FOR THE WARWICK SCHOOL  
DEPARTMENT:**



Dated: 7/20/23