



**SETTLEMENT AGREEMENT
UNDER THE AMERICANS WITH DISABILITIES ACT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE BOYS & GIRLS CLUB OF EAST PROVIDENCE, INC.
USAO # 2024V00100
DJ # 202-66-97**

1. The parties to this Settlement Agreement (Agreement) are the United States of America (United States) and the Boys and Girls Club of East Providence, Inc. (EPBGC).
2. This matter is based upon a complaint filed with the United States Attorney for the District of Rhode Island, alleging that EPBGC discriminated against children with disabilities, and parents of children with disabilities, in violation of Title III of the Americans with Disabilities Act (ADA), 42 U.S.C. §§ 12181-12189, and its implementing regulation, 28 C.F.R. Part 36. The Complainant, who is a parent of a child with autism, alleged that EPBGC denied her child the opportunity to participate in one of its summer camp programs, on the basis of his disability.
3. The United States is authorized to investigate alleged violations of Title III of the ADA. 42 U.S.C. § 12188(b)(1)(A); 28 C.F.R. § 36.502. It also has the authority to, where appropriate, negotiate voluntary settlements, and to bring civil actions enforcing Title III of the ADA should the terms of the settlement be breached. 42 U.S.C. § 12188(b)(1)(B); 28 C.F.R. §§ 36.503, 36.506.
4. The children affected by EPBGC's actions are persons with disabilities within the meaning of Title III of the ADA. These children have physical or mental impairments (resulting from conditions including, but not limited to, Autism Spectrum Disorder, intellectual and developmental disability, and/or mental health disabilities) that substantially limit one or more major life activities. 42 U.S.C. § 12102; 28 C.F.R. § 36.105. The parents and guardians of these children have a relationship with the children with disabilities, and therefore are also protected under Title III of the ADA. 42 U.S.C. § 12182(b)(1)(E); 28 C.F.R. § 36.205.
5. EPBGC is a public accommodation subject to Title III of the ADA, 42 U.S.C. § 12181(7), and its implementing regulation, 28 C.F.R. § 36.104, as it owns and operates

a place of recreation, education or other social service establishment, including summer camp facilities.

6. Title III of the ADA prohibits a public accommodation from discriminating against any individual with a disability, on the basis of disability, by denying such individual the opportunity to participate in or benefit from the goods, services, facilities, privileges, advantages, or accommodations of a place of public accommodation. 42 U.S.C. § 12182; 28 C.F.R. §§ 36.202(a), 36.205. Specifically, it is discrimination when a public accommodation fails to make reasonable modifications in policies, practices, or procedures, when such modifications are necessary to afford its goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the public accommodation can demonstrate that to do so would be a fundamental alteration to the nature of the goods, services, privileges, advantages or accommodations of the place of public accommodation. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302. A public accommodation also may not exclude or otherwise deny equal goods, services, facilities, privileges, advantages, accommodations, or other opportunities to an individual or entity because of the known disability of an individual with whom the individual or entity is known to have a relationship or association. 42 U.S.C. § 12182(b)(1)(E); 28 C.F.R. § 36.205. Finally, a public accommodation shall not impose or apply eligibility criteria that screen out or tend to screen out an individual with a disability or any class of individuals with disabilities from fully and equally enjoying any goods, services, facilities, privileges, advantages, or accommodations being offered. 42 U.S.C. § 12182(b)(2)(A)(i); 28 C.F.R. § 36.301(a).
7. As a result of its investigation, the United States has determined that:
 - a. In the spring of 2024, EPBGC began registration for Kinder Camp, a free 8-week session summer camp for children registered to start kindergarten at East Providence schools.
 - b. As part of registration, EPBGC's Education Director, who was responsible for Kinder Camp registration, asked parents to explain any academic or behavior accommodations and to submit a copy of the child's Individualized Education Plan (IEP).
 - c. In June 2024, EPBGC's Education Director emailed Complainant to ask her to send a copy of her child's IEP. The Complainant sent the IEP and informed EPBGC's Education Director that the only accommodations her son would need to participate is that he be allowed to use his speech device for communication and that staff encourage him to use the bathroom and to join group activities with other children.

- d. EPBGC's Education Director refused to provide the accommodations and cancelled the Complainant's registration for the summer camp.
 - e. Through registration, EPBGC's Education Director and the Director of Social and Emotional Development received and reviewed the IEPs of five additional children with disabilities.
 - f. On June 11, 2024, EPBGC's Education Director denied admission to four additional children who had submitted IEPs. While there was no formal complaint process, the parents of three of the children complained to EPBGC, and EPBGC's Associate Director reversed the denial and allowed those children into the camp. One child with an IEP was admitted to Kinder Camp, but only after the parent explained to the EPBGC's Education Director that the child's behaviors had improved after the IEP was written and he would not need accommodations.
 - g. The Complainant and one other guardian of a child were not aware of an appeal or complaint process, nor was the EPBGC Associate Director aware that those children had been denied admission to Kinder Camp. As a result, their children were unable to attend EPBGC's free Kinder Camp program and they had to seek alternate childcare arrangements for the summer.
8. The United States has determined that EPBGC discriminated against children with disabilities by denying them, on the basis of disability, the opportunity to participate in or benefit from its goods, services, facilities, privileges, advantages, or accommodations, in violation of 42 U.S.C. § 12182 and 28 C.F.R. § 36.201, and, by association, discriminated against their parents and/or guardians by denying them equal access to EPBGC's summer camp programming that was offered to parents and guardians of children without disabilities. 28 C.F.R. § 36.205. EPBGC also discriminated against children with disabilities by failing to make reasonable modifications in its policies, practices, or procedures when necessary to afford them an equal opportunity to participate in and benefit from its services, programs and activities. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302. Finally, by requiring all parents of children with IEPs to submit copies of the IEPs and then denying the children admission based on those IEPs, EPBGC imposed or applied eligibility criteria that screened out or tended to screen out individuals with disabilities from fully and equally enjoying its summer camp programming. 42 U.S.C. § 12182(b)(2)(A)(i); 28 C.F.R. § 36.301(a).
9. EPBGC disputes the United States' determinations and maintains that it did not discriminate against the aggrieved individuals on the basis of disability. Nevertheless, to avoid the cost and uncertainty of further proceedings and to ensure full compliance with the ADA, EPBGC agrees to establish and implement policies and procedures, set forth herein, that are designed to afford individuals with disabilities, including autism, an equal opportunity to participate in and benefit from its services.

10. The parties agree that it is in their best interests, and the United States believes that it is in the public interest, to resolve this dispute without engaging in litigation. The parties have therefore voluntarily entered into this Agreement.

ACTIONS TO BE TAKEN BY EPBGC

11. Pursuant to Title III of the ADA and its implementing regulation, EPBGC shall not discriminate against any individual on the basis of disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages or accommodations offered at any of its current or future summer camp programs. EPBGC also agrees to make reasonable modifications in policies, practices, or procedures when such modifications are necessary to afford access to its programs by individuals with disabilities, and to eliminate any eligibility criteria that screens out, or tends to screen out, individuals with disabilities.
12. EPBGC hereby agrees that it will evaluate, on a case-by-case basis, and make reasonable modifications for children with disabilities who apply to be campers, and will not deny the admission of a child with a disability into its program on the basis of the disability without first making such an evaluation.
13. Upon receiving a request for a modification, EPBGC will conduct an individualized assessment of the child's needs resulting from his/her disability. This assessment will include, where appropriate, initiating a discussion with the parent(s) to explore what modification(s) may be available.
 - a. Following the discussion, EPBGC may:
 - i. Grant the request;
 - ii. Make a narrowly tailored request in writing for more information relating to the child's necessary modification(s); or
 - iii. Deny the request, in whole or in part, where, consistent with this Agreement and the ADA, EPBGC can demonstrate that making the requested modification will result in a fundamental alteration.
 - b. EPBGC will respond in writing to any individual making a request for a reasonable modification within seven (7) days from the date the request is received.
 - c. If a request for a reasonable modification is denied per Paragraph 13(a)(iii), EPBGC will notify the child's parent(s), in writing, of the specific reason(s) for the denial and advise the individual making the request that, if circumstances

change, they may make a new request. Copies of such denials, and related documents, must be maintained by EPBGC and provided to the United States in EPBGC's report required by Paragraph 18 of this Agreement.

- d. Within seven (7) business days of a decision to deny admission to a child with a disability (where EPBGC knew the child had a disability) or deny a requested modification of policies, practices, or procedures based on a child's disability, EPBGC will provide to the United States the documents related to the decision, as indicated in Paragraph 13(c); the identities of all individuals who participated in the decision; and all reasons underlying the decision.
14. EPBGC will adopt, maintain, and enforce the attached non-discrimination policy (Exhibit A). Within thirty (30) days of the effective date of this Agreement, EPBGC will (a) post copies of the policy, printed in at least size 18 font, in a conspicuous area of its campuses where its employees and members of the public can readily read the policy, (b) include on its website a statement of this policy, and (c) make it available with application materials provided to parents of prospective enrollees.
 15. On or before the start of any summer camp program, EPBGC shall provide all its summer camp employees and staff a mandatory training program regarding the disability discrimination provisions of the ADA. The training shall be conducted by a qualified third party, approved in advance by the United States, who has no association with EPBGC or its owners, board of trustees, employees, agents or counsel.
 16. In addition to the training required by Paragraph 15 of this Agreement, after a reasonable accommodation has been granted, EPBGC will ensure that, as necessary to individual circumstances, each of its programs, working with the parent(s), provides Child Specific Training to appropriate employees where necessary to afford a child with a disability the full and equal enjoyment of the program.
 17. EPBGC shall create and maintain an attendance log that documents the name of each individual who attends the trainings, his or her title, and the date he or she attended the training. Copies of such attendance sheets shall be provided to the United States within ten (10) days of any request for them.
 18. Within ninety (90) days of the effective date of this Agreement, EPBGC shall provide a report to the United States documenting its compliance with the agreement.
 19. EPBGC shall pay a total of \$20,000 to the aggrieved individuals identified by the United States, as monetary damages for the discrimination they suffered under 42 U.S.C. § 12188(b)(2)(B) and 28 C.F.R. § 36.504(a)(2). In order to accept the payment offered by EPBGC, each aggrieved individual must execute and return a Release of Claims Form, attached as Exhibit B, and then EPBGC must pay the total monetary amount within 30

days of receiving the signed Release of Claims Form. Within seven days of paying each aggrieved person, EPBGC will send the United States proof of payment.

IMPLEMENTATION AND ENFORCEMENT

20. 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 # 202-66-97 except as provided in Paragraph 21 below.
21. 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 EPBGC 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 EPBGC, the United States may institute a civil action in the United States District Court to enforce this Agreement or Title III of the ADA against EPBGC.
22. 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.
23. This Agreement memorializes the commitments made by EPBGC to increase accessibility of its summer camp programming and the terms under which the United States has agreed to conclude this particular investigation of EPBGC 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 EPBGC's obligation to otherwise comply with the requirements of the ADA.
24. 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 EPBGC to comply with all aspects of the ADA.
25. 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 EPBGC 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.

- 26. This Agreement is a public document. A copy of this document or any information contained in it may be made available to any person.
- 27. The effective date of this Agreement is the date of the last signature below.
- 28. The term of this Agreement will be two years from the effective date.
- 29. 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.

AGREED AND CONSENTED TO:

FOR THE UNITED STATES:

ZACHARY A. CUNHA
United States Attorney
District of Rhode Island



Amy R. Romero
Assistant U.S. Attorney
District of Rhode Island
One Financial Plaza, 17th Floor
Providence, RI 02903
401-709-5010 (tel)
amy.romero@usdoj.gov

Dated: Nov. 5, 2024

FOR EPBGC:



Erin Gilliatt
Executive Director
Boys & Girls Club of East Providence
115 Williams Avenue
East Providence, RI 02914

Dated: 11/5/2024

EXHIBIT A

POLICY ON PROHIBITION OF DISCRIMINATION ON THE BASIS OF DISABILITY

East Providence Boys & Girls Club (EPBGC) will not discriminate against any individual on the basis of disability with regard to the full and equal enjoyment of its goods, services, facilities, privileges, advantages or accommodations including, but not limited to, participation in its summer camp programs. EPBGC will make reasonable modifications in policies, practices, or procedures, when the modifications are necessary to avoid discrimination on the basis of disability, unless EPBGC can demonstrate that making the modifications would fundamentally alter the nature of its good, services.

EXHIBIT B

RELEASE OF CLAIMS

For and in consideration of the relief offered to me by East Providence Boys & Girls Club (EPBGC), pursuant to the Settlement Agreement between the United States of America and EPBGC:

I, _____, on behalf of myself and as guardian of _____, hereby release and forever discharge EPBGC and its current, past, and future officers, employees, agents, successors, and assigns, of and from any Americans with Disabilities Act-related legal and/or equitable claims arising out of the facts identified or allegations made in the Settlement Agreement. As a result, I agree and promise that I will not file any Americans with Disabilities Act-related suit, charge, complaint, proceeding or action at law, in equity, or otherwise (together, Action) or any other Action in any court, or any other judicial or administrative forum, against EPBGC arising out of the facts identified or allegations made in the Settlement Agreement. Any rights and claims that cannot be waived by law are excluded from this Release.

This Release constitutes the entire agreement between EPBGC and me, without exception or exclusion.

I acknowledge that a copy of the Settlement Agreement has been made available to me. By signing this Release, I acknowledge that I have been provided the opportunity to review the Settlement Agreement with an attorney of my choosing.

I have read this Release and understand the contents thereof and I execute this Release of my own free act and deed.

Aggrieved Person's Signature _____

Date _____

Aggrieved Person's Full Mailing Address _____
