

**SETTLEMENT AGREEMENT BETWEEN  
THE UNITED STATES OF AMERICA AND  
STEPPING STONES CHILDREN’S CENTER  
USAO #2022V00144, DJ #202-78-113**

**I. BACKGROUND**

1. This Settlement Agreement (the “Agreement”) is entered into by the United States of America and Stepping Stones Children’s Center, Inc. (“Stepping Stones”) (collectively, the “Parties”).
2. Stepping Stones is a childcare center that provides childcare services for children ages 2 years old to 5 years old in Burlington, Vermont.
3. This matter was initiated by the U.S. Attorney’s Office for the District of Vermont (“U.S. Attorney’s Office”), a component of the Department of Justice, after receiving a complaint from parents of a child with a disability, alleging that Stepping Stones violated Title III of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. §§ 12181–89, and its implementing regulations, 28 C.F.R. Part 36. Specifically, the Complainants alleged that Stepping Stones expelled their child after roughly one year in the preschool program on account of his disability.

**II. INVESTIGATIONS AND DETERMINATIONS**

4. The U.S. Attorney’s Office 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.
5. The Complainants’ child was born significantly premature and as a result has a developmental disability that can cause significant social, communication, and physical challenges. His disability substantially limits one or more major life activities or major bodily functions. 28 C.F.R. § 36.105(d)(2)(iii); 42 U.S.C. §§ 12102(1), (2). Accordingly, the Complainants’ child has a disability within the meaning of 42 U.S.C. § 12102 and 28 C.F.R. § 36.105. The Complainants have a relationship with their child with a disability 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.
6. Stepping Stones is a place of public accommodation within the meaning of Title III of the ADA, 42 U.S.C. § 12181(7)(J), and its implementing regulation, 28 C.F.R. § 36.104, as it owns and operates a day care center.
7. The ADA prohibits a public accommodation from discriminating against an individual on the basis of disability in the full and equal enjoyment of its goods, services, facilities, privileges, advantages, or accommodations. 42 U.S.C. § 12182(a); 28 C.F.R. § 36.201(a). Specifically, a public accommodation shall make reasonable modifications in policies,

practices, or procedures, when such modifications are necessary to afford such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities, unless the public accommodation can demonstrate that making the reasonable modifications is a fundamental alteration to the nature of such goods and services. 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302. Title III also prohibits public accommodations from excluding or otherwise denying equal goods, services, facilities, privileges, advantages, accommodations, or other opportunities to an individual because of the known disability of an individual with whom the individual is known to have a relationship or association. 42 U.S.C. § 12182(b)(1)(E); 28 C.F.R. § 36.205.

8. Ensuring that childcare providers do not discriminate on the basis of disability is an issue of general public importance. The United States is authorized to investigate alleged violations of Title III of the ADA and to bring a civil action in federal court in any case that involves a pattern or practice of discrimination or that raises an issue of general public importance. 42 U.S.C. § 12188(b).
9. Stepping Stones cooperated with the United States' investigation in this matter. In the course of the investigation, the United States determined that the Complainants enrolled their child at Stepping Stones in Spring 2021. The child attended the preschool program for approximately one year, during which time the child received therapeutic and special education services from outside providers while at Stepping Stones. In Spring 2022, a day after the child's IEP meeting with the preschool director and outside special education providers, the Complainants received a letter stating that their child was being disenrolled from the program on account of the high standard of care that the child required. Stepping Stones had not previously communicated to Complainants that their child was at risk of being disenrolled because of his disability. The child had been enrolled in the program for approximately one year without significant issue.
10. On the basis of these determinations, the United States has determined that Stepping Stones discriminated against the Complainants' child by denying him, 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 the Complainants by denying them equal access to Stepping Stones' daycare services that was offered to parents of children without disabilities. 28 C.F.R. § 36.205. The United States has determined that Stepping Stones also discriminated against the Complainants and the Complainants' child 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. Stepping Stones disputes these determinations.
11. 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 to avoid the uncertainty, cost, and expense of litigation. By entering into this Agreement, Stepping Stones is not conceding or admitting to any wrongdoing, and neither party is making any concession or admission about the strength of their claims or defenses they may have asserted in any litigation.

### III. INJUNCTIVE RELIEF

12. Effective immediately, Stepping Stones: (a) 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, unless such criteria can be shown to be necessary for the provision of the goods, services, facilities, privileges, advantages, or accommodations being offered; (b) shall not discriminate against any individual on the basis of disability or on the basis of any individual's association or relationship with an individual with a disability in the full and equal enjoyment of the goods, services, facilities, privileges, advantages, or accommodations offered at any of its current or future locations; and (c) shall make reasonable modifications to policies, practices, and procedures when such modifications are necessary to afford access to such goods, services, facilities, privileges, advantages, or accommodations to individuals with disabilities unless Stepping Stones demonstrates that the requested modifications would fundamentally alter the nature of its goods, services, facilities, privileges, advantages, or accommodations.
13. Stepping Stones agrees that, in any group childcare setting, most children will need individualized attention occasionally, that a teacher or staff member may be required at times to provide such individualized attention, and that Stepping Stones must make any reasonable modifications necessary to integrate children with disabilities that would not constitute a fundamental alteration—to Stepping Stones' goods, services, facilities, privileges, advantages, or accommodations. *See* 42 U.S.C. § 12182(b)(2)(A)(ii); 28 C.F.R. § 36.302.
14. Within thirty (30) days of the effective date of this settlement agreement, Stepping Stones shall designate and maintain one individual as an ADA Coordinator, who shall have responsibility for monitoring compliance with this Agreement, including ensuring that Stepping Stones adopts and implements the policies and procedures set forth in Paragraph 15. Stepping Stones shall provide the designated individual with sufficient authority and resources to perform the tasks required by this Agreement, including review of all reasonable modification requests and any decisions to deny admission to, exclude from enrollment, or disenroll a child with a known disability. The designated individual shall maintain records regarding his or her review of all reasonable modification requests and all decisions to deny admission to, exclude from enrollment, or disenroll a child with a disability. The contact information for the individual designated shall be publicized in Stepping Stones' parent handbook and disseminated with application materials provided to parents or guardians of prospective enrollees.
15. Within sixty (60) days of the effective date of this Agreement, Stepping Stones shall submit to the United States, for review and approval, written policies and procedures regarding Stepping Stones' obligations under Title III of the ADA. Within thirty (30) days of the United States' approval, which approval will not be unreasonably withheld, Stepping Stones shall adopt and implement the revised and approved policies and procedures, by

including all revised policies and procedures on Stepping Stones's employee and parent handbooks, policies and procedures shall, at a minimum, include the following:

- a. A nondiscrimination policy in substantially similar form to Exhibit A stating that Stepping Stones does not discriminate in the provision of services to persons with disabilities or their parents or guardians.
- b. A reasonable modifications policy that provides that:
  - i. Stepping Stones will make reasonable modifications for children with disabilities and their parents or guardians, unless Stepping Stones can show that such requested modifications are a fundamental alteration to Stepping Stones' program. Stepping Stones will make individualized determinations based on the specific facts of each request and will not apply a general prohibition against providing particular types of reasonable modifications.
  - ii. Upon receiving a request for a modification, Stepping Stones will initiate an interactive process with the parent(s) or guardian(s) to explore what reasonable modification(s) may be appropriate pursuant to the ADA.
  - iii. If Stepping Stones believes a child's disability may require that Stepping Stones modify its program or services, but it has not received a request for a reasonable modification from the parents or guardians, Stepping Stones will initiate a dialogue with those parents or guardians. Except in exigent circumstances, no child may be disenrolled on the basis of their disability until and unless Stepping Stones has engaged in a conversation with the parents or guardians about potential reasonable modifications that could accommodate the child's needs.
  - iv. Stepping Stones will provide a response to a request for a reasonable modification in writing, within fourteen (14) days from the date the request is received. Stepping Stones may:
    1. grant the request;
    2. make a narrowly tailored request for medical documentation relating to the child's disability and the need for reasonable modifications(s);
    3. offer a different reasonable modification that addresses the parent or guardian's request for a modification; or
    4. deny the request, provided that if a request for modification is denied, Stepping Stones shall document each reason for the denial of the request and shall immediately notify the child's parent(s) or guardian(s), in writing, of the reason(s) for the denial.

- c. Information for parents or guardians of children with disabilities, explaining how to request reasonable modifications to Stepping Stones' policies, practices, and procedures with respect to childcare services.
16. Within ninety (90) days from the date upon which Stepping Stones adopts the policies and procedures set forth in Paragraph 15, Stepping Stones shall provide training on the nondiscrimination requirements of Title III of the ADA to all employees with responsibility for considering requests for or providing reasonable modifications to applicants and enrollees and/or terminating enrollment. Stepping Stones shall provide new employees with comparable responsibilities hired during the term of this Agreement with the training set forth in this Paragraph within thirty (30) days of their start date.
  17. During the term of this Agreement, Stepping Stones will notify the United States of any complaint, lawsuit, charge, or grievance alleging discrimination by Stepping Stones on the basis of disability. Such notification must be provided in writing within ten (10) days of when Stepping Stones has received notice of the allegation and must include, at a minimum, the nature of the allegation, the name of the individual bringing the allegation, and any documentation possessed by Stepping Stones relating to the allegation.
  18. Any notices or information provided to the United States related to this Agreement shall be sent by Stepping Stones via electronic mail to the United States or via overnight mail to:

Julia "Jules" Torti  
Assistant U.S. Attorney  
United States Attorney's Office  
11 Elmwood Ave, Floor 3  
Burlington, VT 05402  
julia.torti@usdoj.gov

#### **IV. MONETARY RELIEF**

19. Within ten (10) days after receiving the executed Agreement and the Complainant's signed release (a Blank Release Form is provided at Exhibit B) and IRS Form W-9, Stepping Stones will send a check in the amount of FIVE THOUSAND DOLLARS (\$5,000) made out to the Complainants. This check is compensation to the Complainants and their child pursuant to 42 U.S.C. § 12188(b)(2)(B), for the effects of the alleged discrimination suffered as described in Paragraphs 9 and 10. The check shall be mailed to the address listed on the signed release, and a copy of the check shall be concurrently mailed to:

Julia “Jules” Torti  
Assistant U.S. Attorney  
United States Attorney’s Office  
11 Elmwood Ave, Floor 3  
Burlington, VT 05402  
julia.torti@usdoj.gov

## **V. MISCELLANEOUS PROVISIONS**

20. The effective date of this Agreement is the date of the last signature below.
21. The duration of this Agreement will be two (2) years from the effective date.
22. In consideration of this Agreement, the United States agrees to close its investigation without further enforcement action, except as provided in Paragraphs 23-24 of this Agreement. The Parties agree and acknowledge that this consideration is adequate and sufficient.
23. The United States may review compliance with this Agreement at any time. Stepping Stones will cooperate fully with the United States’ efforts to monitor compliance with this Agreement, including but not limited to, providing the United States with reasonably requested information. If the United States believes that Stepping Stones has failed to comply adequately or in a timely manner with any requirement of this Agreement or that any requirement has been violated, the United States will notify Stepping Stones in writing, and the Parties will attempt to resolve the issue in good faith. If the Parties are unable to reach a satisfactory conclusion within thirty (30) calendar days of the date the United States notifies Stepping Stones, the United States may file a civil action in federal district court to enforce the terms of this Agreement, or take any other action to enforce Title III of the ADA.
24. Any time limits for performance imposed by this Agreement may be extended only by the mutual written consent of the Parties. The United States shall not unreasonably withhold consent to a request for an extension of time made in good faith. A failure to comply with deadlines agreed upon in this Agreement constitutes a violation of this Agreement, and the United States may file a civil action in federal district court to enforce the terms of this Agreement, or take any other action to enforce Title III of the ADA.
25. Failure by the United States to enforce any provision of this Agreement will not be construed as a waiver of its right to enforce any provisions of the Agreement.
26. If any term 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.
27. The individuals signing this Agreement represent that they are authorized to do so on behalf of the respective entity for which they have signed.

28. This Agreement will have no impact upon the rights or claims of any individual not identified in this Agreement (or its incorporated appendices) who has made, or may make, claims against Stepping Stones for issues discussed herein. This Agreement is limited to resolving claims under Title III of the ADA related to the facts specifically set forth in Paragraphs 9 and 10. Nothing in this Agreement relates to other provisions of the ADA or affects Stepping Stones' obligations to comply with any other federal, state, or local statutory, administrative, regulatory, or common law obligation, including those relating to nondiscrimination against individuals with disabilities. Nothing in this Agreement will preclude the United States from filing a separate action under the ADA for any alleged violation not covered by this Agreement. Nothing in this Agreement shall be considered an admission of liability on behalf of Stepping Stones.
28. This Agreement, including Exhibits A and B, constitutes the entire agreement between the United States and Stepping Stones on the matters raised herein and no other statement or promise written or oral, made by any party or agents of any party, that is not contained in this written Agreement, including Exhibits A and B, shall be enforceable.
29. This Agreement and any amendment hereto shall be public documents. A copy of this Agreement or any information contained herein may be made available to any person, and Stepping Stones shall provide a copy of this Agreement to any person upon request.
30. This Agreement shall be binding upon Stepping Stones, its agents, employees, successors, and assigns. If Stepping Stones acquires a new facility during the term of this Agreement, Stepping Stones shall immediately take steps to implement the requirements of this Agreement with respect to that facility.
31. This Agreement does not affect Stepping Stones' continuing responsibility to comply with all aspects of the ADA.

By their signatures below, the Parties consent to the execution of all aspects of this Agreement.

**FOR THE UNITED STATES:**

DATED: 2/22/2024

NIKOLAS P. KEREST  
United States Attorney

By: /s/ Julia L. Torti  
JULIA L. TORTI  
Assistant United State Attorney  
11 Elmwood Ave, Floor 3  
Burlington, VT 05402

**FOR STEPPING STONES CHILDREN'S CENTER:**

DATED: 02-21-2024

SIGNED: Richard E. Ploof

NAME: Richard Ploof Sr.



**EXHIBIT A**  
**NON-DISCRIMINATION STATEMENT**  
**PROHIBITION OF DISCRIMINATION ON THE BASIS OF DISABILITY**

Stepping Stones will not discriminate against any individual on the basis of disability with regard to the full and equal enjoyment of the goods and services of Stepping Stones. Stepping Stones will also not discriminate against any individual because of the known disability of an individual with whom the individual is known to have a relationship or association.

Stepping Stones will make reasonable modifications to its policies, practices, or procedures when necessary to afford its goods and services to individuals with disabilities, including children with developmental disabilities, unless Stepping Stones can demonstrate that making the modifications would fundamentally alter the nature of its goods and services.

Stepping Stones shall not exclude a child on the basis that the child poses a direct threat to the health or safety of others unless that risk is significant and cannot be eliminated by a modification of policies, practices, or procedures or by the provision of auxiliary aids or services.

Stepping Stones will take such steps as may be necessary to ensure that no individual with a disability is excluded, denied services, segregated or otherwise treated differently than other individuals because of the absence of auxiliary aids and services, unless the entity can demonstrate that taking such steps would fundamentally alter the nature of the good, service, facility, privilege, advantage, or accommodation being offered or would result in an undue burden, *i.e.*, significant difficulty or expense.

**EXHIBIT B**  
**RELEASE OF CLAIMS**

For and in consideration of the relief offered to me by Stepping Stones Children's Center ("Stepping Stones"), pursuant to the Settlement Agreement between the United States of America and Stepping Stones:

I, \_\_\_\_\_, hereby release and forever discharge Stepping Stones 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 Stepping Stones 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 Stepping Stones 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 \_\_\_\_\_

Aggrieved Person's Name \_\_\_\_\_

Date \_\_\_\_\_

Aggrieved Person's Full Mailing Address \_\_\_\_\_

Aggrieved Person's Signature \_\_\_\_\_

Aggrieved Person's Name \_\_\_\_\_

Date \_\_\_\_\_

Aggrieved Person's Full Mailing Address \_\_\_\_\_