

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF RHODE ISLAND

JOHN LANCELLOTTA, an individual	:	
	:	
vs.	:	C.A. No. 1:22-cv-00465-WES-LDA
	:	
WEST WARWICK PUBLIC SCHOOLS, a	:	
public corporation; and KAREN A.	:	
TARASEVICH, Superintendent of Warwick	:	
Public Schools in her official capacity; LUIS	:	
COLON, West Warwick School Committee	:	
Member in her official capacity; RENE	:	
COUTU, West Warwick School Committee	:	
Member in his official capacity; SUSAN ST.	:	
ARMAND, West Warwick School Committee	:	
Member in her official capacity; JOSEPH	:	
DIMARTINO, West Warwick School	:	
Committee Member in his official capacity;	:	
and ANGELA COBURN, West Warwick	:	
School Committee Member in her official	:	
capacity	:	

ANSWER

FIRST DEFENSE

The defendants, West Warwick Public Schools; Karen A. Tarasevich, Superintendent in her official capacity; and Luis Colon, Rene Coutu, Susan St. Armand, Joseph DiMartino, and Angela Coburn, School Committee Members in their official capacities, (hereinafter collectively “West Warwick Schools”), admit the allegations of paragraphs 2, 10, 12, 13, 15, 17, and 18 of the Plaintiff’s Complaint.

SECOND DEFENSE

The defendants, West Warwick Schools, deny the allegations of paragraphs 1, 3, and 6 of the Plaintiff’s Complaint.

THIRD DEFENSE

The defendants, West Warwick Schools, neither admit nor deny the allegations of paragraph 7, 8, 9, and 11 of the Plaintiff's Complaint because they allege matters of law to which no response is required. To the extent a response is necessary, the allegations are denied.

FOURTH DEFENSE

The defendants, West Warwick Schools, are without sufficient information to admit or deny the allegations of paragraph 14 of the Plaintiff's Complaint but leave the plaintiff to his proof thereof.

FIFTH DEFENSE

The defendants, West Warwick Schools, admit that plaintiff's annual teaching contact was non-renewed by the West Warwick School Committee on February 10, 2020. The defendants deny the remaining allegations of paragraphs 4 and 5 of the Plaintiff's Complaint.

SIXTH DEFENSE

The defendants, West Warwick Schools, admit that the West Warwick Public Schools are the department of the Town of West Warwick that provides schools to residents as required by R.I.G.L. § 16-2-2. The defendants deny the remaining allegations of paragraph 16 of the Plaintiff's Complaint.

FACTS

SEVENTH DEFENSE

The defendants, West Warwick Schools, incorporate by reference their answers to paragraphs 1 through 18 of the Plaintiff's Complaint as if set forth fully herein.

EIGHTH DEFENSE

The defendants, West Warwick Schools, admit the allegations of paragraphs 20, 21, 22, 35, 36, 37, and 40 of the Plaintiff's Complaint. The defendants further admit the allegations of paragraph 38 of the Plaintiff's Complaint except the correct date is December 1, 2020.

NINTH DEFENSE

The defendants, West Warwick Schools, are without sufficient information to admit or deny the allegations of paragraphs 24, 25, 26, 27, 28, 29, and 30 of the Plaintiff's Complaint, except that Exhibits B and C speak for themselves.

TENTH DEFENSE

The defendants, West Warwick Schools, admit that Exhibit A related to the West Warwick School Department's evaluation process, and that the exhibit speaks for itself. The defendants deny the remaining allegations of paragraph 23 of the Plaintiff's Complaint.

ELEVENTH DEFENSE

The defendants, West Warwick Schools, admit that Exhibit D related to the West Warwick School Department's evaluation process, and that the exhibit speaks for itself. The defendants deny the remaining allegations of paragraph 31 of the Plaintiff's Complaint.

TWELFTH DEFENSE

The defendants, West Warwick Schools, admit that on December 10, 2019, the union notified the school department that plaintiff's status as a union member would terminate as of January 1, 2020. The defendants deny the remaining allegations of paragraph 32 of the Plaintiff's Complaint.

THIRTEENTH DEFENSE

The defendants, West Warwick Schools, admit that on or about December 18, 2019, John Giovanelli and Phil Solomon met to discuss school issues. The defendants deny the remaining allegations of paragraphs 33 and 34 of the Plaintiff's Complaint.

FOURTEENTH DEFENSE

The defendants, West Warwick Schools, admit that the transcript attached as Exhibit E to Plaintiff's Complaint speaks for itself. The defendants deny the remaining allegations of paragraph 39 of the Plaintiff's Complaint.

FIFTEENTH DEFENSE

The defendants, West Warwick Schools, admit that the transcript attached as Exhibit F to Plaintiff's Complaint speaks for itself. The defendants deny the remaining allegations of paragraph 41 of the Plaintiff's Complaint.

SIXTEENTH DEFENSE

The defendants, West Warwick Schools, admit that the transcript attached as Exhibits E and F to Plaintiff's Complaint speak for themselves. The defendants deny the remaining allegations of paragraph 42 of the Plaintiff's Complaint.

SEVENTEENTH DEFENSE

The defendants, West Warwick Schools, admit that the e-mail attached as Exhibit G to Plaintiff's Complaint speaks for itself. The defendants deny the remaining allegations of paragraph 44 of the Plaintiff's Complaint.

EIGHTEENTH DEFENSE

The defendants, West Warwick Schools, deny the allegations of paragraphs 43, 45, 46, 52 and 53 of the Plaintiff's Complaint.

NINETEENTH DEFENSE

The defendants, West Warwick Schools, admit that the transcript attached as Exhibits E and F to Plaintiff's Complaint speak for themselves. The defendants deny the remaining allegations of paragraphs 47, 48, and 49 of the Plaintiff's Complaint.

TWENTIETH DEFENSE

The defendants, West Warwick Schools, admit that Sean Doyle was the Chair of the department in which Edward Davis taught, and that the transcript attached as Exhibit E to Plaintiff's Complaint speaks for itself. The defendants deny the remaining allegations of paragraph 50 of the Plaintiff's Complaint.

TWENTY-FIRST DEFENSE

The defendants, West Warwick Schools, admit the allegations of paragraph 51 of the Plaintiff's Complaint, and further admit the plaintiff's replacement was certified to teach Italian when hired.

COUNT I

TWENTY-SECOND DEFENSE

The defendants, West Warwick Schools, incorporate by reference their answers to paragraphs 1 through 53 of the Plaintiff's Complaint as if set forth fully herein.

TWENTY-THIRD DEFENSE

The defendants, West Warwick Schools, neither admit nor deny the allegations of paragraphs 55, 56, 57, and 59 of the Plaintiff's Complaint because they allege matters of law to which no response is required. To the extent a response is required, the allegations are denied.

TWENTY-FOURTH DEFENSE

The defendants, West Warwick Schools, admit the allegations of paragraphs 58 and 60 of the Plaintiff's Complaint.

TWENTY-FIFTH DEFENSE

The defendants, West Warwick Schools, deny each and every other allegation of Count I of the Plaintiff's Complaint.

COUNT II

TWENTY-SIXTH DEFENSE

The defendants, West Warwick Schools, incorporate by reference their answers to paragraphs 1 through 62 of the Plaintiff's Complaint as if set forth fully herein.

TWENTY-SEVENTH DEFENSE

The defendants, West Warwick Schools, neither admit nor deny the allegations of paragraphs 64, 65, 66, 67, and 70 of the Plaintiff's Complaint because they allege matters of law to which no response is required. To the extent a response is required, those allegations are denied.

TWENTY-EIGHTH DEFENSE

The defendants, West Warwick Schools, admit that plaintiff refused to pay dues or fees to his union. The defendants neither admit nor deny the remaining allegations of paragraph 68 because they allege matters of law to which no response is required. To the extent a response is required, the allegations are denied.

TWENTY-NINTH DEFENSE

The defendants, West Warwick Schools, deny each and every other allegation of Count II of the Plaintiff's Complaint.

FIRST AFFIRMATIVE DEFENSE

The defendant, West Warwick Public Schools, is not a proper party.

SECOND AFFIRMATIVE DEFENSE

The defendants, West Warwick Schools, assert all forms of statutory and common law immunity, including but not limited to qualified immunity.

THIRD AFFIRMATIVE DEFENSE

Plaintiff's Complaint fails to state a claim upon which relief can be granted.

DEFENDANTS  
By their attorney,

/s/Mark T. Reynolds  
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The defendants, West Warwick Public Schools; Karen A. Tarasevich, Superintendent of Warwick Public Schools in her official capacity; and Luis Colon, Rene Coutu, Susan St. Armand, Joseph DiMartino, and Angela Coburn, School Committee Members in their official capacities, hereby demand a trial by jury.

/s/Mark T. Reynolds  
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CERTIFICATION

I hereby certify that on the 10<sup>th</sup> day of April, 2023, this document was filed electronically and is available for viewing and downloading from the ECF System and a copy was served by electronic mail to the following counsel of record:

Joseph S. Larisa, Jr., Esquire  
joe@larisalaw.com

/s/Mark T. Reynolds