

ACLU of Virginia

530 East Main Street, Suite 310 Richmond, Virginia 23219 (804) 644-8022

May 21, 2012

Sent Via Fax and Regular Mail

Margery Southard, Principal
Culpeper Middle School
14300 Achievement Drive
Culpeper, VA 22701

Re: Single-Sex Programming at Culpeper Middle School

Dear Ms. Southard:

Thank you for your prior response to our Freedom of Information Act request seeking records relating to single-sex education programs and activities. Based on our subsequent correspondence, I have been informed that Culpeper Middle School is not currently operating single-sex education programs and activities,¹ but that it did so in prior years.

As we outlined in our initial request for records, single-sex education programs and activities may run afoul of numerous legal provisions under state and federal law, including Title IX of the Education Amendments of 1972 and the United States Constitution. We were therefore pleased to learn that such programs and activities are no longer operating at Culpeper Middle

I look forward to your reply. In order to provide you with sufficient time to consider our offer, I am prepared to offer you an extension of your statutory time to respond until June 4, 2012. Do not hesitate to contact me with questions. I can be reached at the contact information below.

Sincerely,

Katherine Greenier, Director
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American Civil Liberties Union of Virginia
530 East Main Street, Suite 310
Richmond, VA 23219
Email: kgreenier@acluva.org
Phone: 804-644-8080

AGREEMENT

This Agreement is entered into this _____ day of _____, 2012, by and between the American Civil Liberties Union Foundation of Virginia and Culpeper Middle School.

In prior school years, the Culpeper Middle School operated single-sex classes. The ACLU has alleged that these programs are likely to have constituted sex discrimination in violation of federal law. Because the Parties desire to resolve potential disputes between them regarding the legality of such programs, on the terms and conditions set forth below, and in

5. The Culpeper Middle School further agrees that any time during the school years 2012-2013 through 2016-2017, representatives of the ACLU may conduct noticed or unnoticed visits to the Culpeper Middle School for the sole purpose of verifying that no Single-Sex Activity is occurring in such school in violation of this Agreement.
6. As consideration for these commitments by the Culpeper Middle School, the ACLU releases the Culpeper Middle School from any and all claims arising on their own behalf from sex-segregated/single-sex classes, programs, or activities in Culpeper Middle School during the 2011-2012 school year or prior school years, including administrative claims with the Office of Civil Rights of any federal executive agency, with the exception of any claims arising out of the breach of any provision in this agreement, as set out in paragraph (8) below.
7. Notwithstanding paragraph (6), the ACLU does not release the Culpeper Middle School from any claims that may arise from sex-segregated schools, classes, programs, or activities during the 2012-2013 school year or at any time thereafter.
8. Notwithstanding paragraph (6), the Parties do not release each other from any of their obligations under this Agreement. This Agreement shall be deemed breached and a cause of action accrued upon the commencement of any act, action, or conduct contrary to this Agreement, and in any such action, this Agreement may be pleaded by any of the Parties, including as a defense or as a counter-claim or cross-claim in such action.
9. It is understood that this Agreement is not to be construed as an admission of liability on the part of the Culpeper Middle School.
10. The Parties declare and understand that no promises, inducements, or agreements not contained in this Agreement have been made to them, that this Agreement contains the entire agreement between the Parties, and that the terms of this Agreement are contractual and not merely a recital.
- 11.

Katherine Greenier
American Civil Liberties Union Foundation of Virginia

Date