

ACLU of Virginia

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

May 21, 2012

Sent Via Fax and Regular Mail

D. Mychael Dickerson, Executive Director
Communications and Community Outreach
Henrico County Public Schools
P.O. Box 23120 3820 Nine Mile Road
Henrico, VA 23223

Re: Single-Sex Programming at Laburnum Elementary School

Dear D. Mychael Dickerson:

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 Laburnum Elementary School is not currently operating single-sex education programs and activities,¹ but that it did so in prior years. We would appreciate it if you could provide written confirmation that single-sex education programs and activities are not currently operating and we request that you confirm the beginning and end dates of any such programs that have operated there.

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 Laburnum Elementary School. Thank you for your cost estimate for the records regarding past single-sex education programs and activities at Laburnum Elementary School. We now further supplement our request with a request for documents and records reflecting the reasons for the program's discontinuation, so that we might continue to evaluate and evaluate the chances that the program, or another like it, will be reinstated in the future and assess our legal options going forward.

As an alternative to pursuing our right to obtain these records, we seek your commitment that you will refrain from engaging in further unlawful sex segregation in the future. We therefore ask that you enter into an agreement with the ACLU of Virginia, a draft of which is enclosed, to refrain from engaging in any and all single-sex (and gender-specific) programs or activities² for the next five years, effective at the start of the next school year. Pursuant to the terms of this proposed agreement, the ACLU of Virginia will agree to waive its rights to pursue

any further records or to take any future legal action relating to these past programs, for a period of five years.

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
Patricia M. Arnold Women's Rights Project
American Civil Liberties Union of Virginia
530 East Main Street, Suite 310
Richmond, VA 23219
Email: kgreenier@acluva.org
Phone: 804-644-8080

5. The Laburnum Elementary 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 Laburnum Elementary 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 Laburnum Elementary School, the ACLU releases the Laburnum Elementary School from any and all claims arising on their own behalf from sex-segregated/single-sex classes, programs, or activities in Laburnum Elementary 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 Laburnum Elementary 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.

Katherine Greenier

Date