

Confidential

**OFFICE OF THE ATTORNEY GENERAL, COMMONWEALTH OF VIRGINIA
OFFICE OF CIVIL RIGHTS**

_____	)	
BRIAN VAZQUEZ, et al.,	)	
	)	
Complainants,	)	
	)	
v.	)	OCR Case No.: 2025-ED0204
	)	
	)	
THE NYSMITH SCHOOL FOR THE GIFTED,	)	
INC., et al.,	)	
	)	
	)	
Respondents.	)	

SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

THIS SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS, together with the exhibits attached hereto, (the “Agreement”) is entered into on this 17th day of November, 2025, by and between Brian Vazquez and Ashok Roy, individually and as next friends of their three minor children (“Complainants”), on the one hand, and The Nysmith School for the Gifted, Inc. (“Nysmith School”) and Kenneth Nysmith (“Mr. Nysmith”) (collectively, “Respondents”), on the other hand. Complainants and Respondents are referred to herein individually as a “Party” and collectively as the “Parties.”

RECITALS

1. On or about July 29, 2025, the Virginia Office of the Attorney General, Office of Civil Rights (“OAG”) issued the above-captioned Complaint alleging that Nysmith School and Mr. Nysmith engaged in unlawful discriminatory practices against Complainants, and expelled Complainants’ minor children in retaliation for complaining about anti-Semitic harassment, in violation of the Virginia Human Rights Act, Va. Code Ann. § 2.2-3900 *et seq.*
2. The Nysmith School has entered into an agreement with the approval of OAG.

3. The Nysmith School regrets its decision to expel the children of the family that initiated the claims.

4. The Nysmith School wants to improve its own policies and procedures, to ensure that all protected groups are treated fairly, including Jewish students, and to spare all of the minor children formerly or currently enrolled in the Nysmith School of the further necessity of protracted proceedings and litigation.

5. By entering into this Agreement, the Parties intend to fully, finally, permanently and irrevocably resolve this matter, and to settle all claims that are related to, arise from or are in any way connected to the allegations in the Complaint.

TERMS OF AGREEMENT

In consideration of the mutual agreements contained herein, the receipt, adequacy and sufficiency of which are hereby acknowledged, the Parties to this Agreement hereby agree, promise and covenant as to each of the following below:

6. The Parties agree and acknowledge that the Respondent's decision to settle this matter and to pay the settlement sum set forth herein shall not constitute nor shall it be construed as an admission of liability by the Respondent or a retraction of the defenses it intended to assert or could have asserted in the Complaint.

7. Non-Discrimination Statement. Within two days following the Effective Date, Mr. Nysmith shall issue the statement that appears as Exhibit 1 hereto, which will be published and freely accessible on the School's website, emailed to the families of all children currently enrolled in Nysmith School and any others enrolled in Nysmith School as of March 13, 2025, and emailed to Nysmith School employees, and printed in appropriate publications reaching all members of the Nysmith community, including NysNews,

8. Non-Discrimination Policies and Procedures. In order to ensure that the Nysmith School meets its obligations under the Virginia Human Rights Act and other applicable law, within two days following the Effective Date, the Nysmith School will adopt schoolwide nondiscrimination policies and procedures that include the provisions in Exhibit 2. The nondiscrimination policies and procedures must be freely accessible on the School's website and published in the School's Parents Handbook and in any publication that is given to students and staff. The School also must disseminate the nondiscrimination policies and procedures by email to all administrators who will be directed to distribute, convene, and discuss the revised policies and procedures with staff. The dissemination will include a web link to the revised policies and procedures.

9. Working Committee to Evaluate Claims of Discrimination. The School will appoint a working committee to evaluate, review, investigate and recommend the appropriate disposition of complaints of discrimination. The working committee shall be composed of not less than three persons, selected by the Nysmith School, responsible for reviewing each complaint or report of suspected or alleged discrimination or harassment. At least one member of the working committee must be a parent of a currently enrolled student not employed by or receiving any form of compensation or benefits from the Nysmith School. The names, titles and contact information of each member of the committee shall be disclosed and readily accessible on the School's website and in the Parents Handbook. The working committee shall discharge its responsibilities pursuant to the procedures in Exhibit 4 hereto.

10. Independent Monitor. The Nysmith School shall engage an independent monitor, Crystal L. Tyler, for a period of not less than 5 years. The monitor shall review the working committee's investigation and disposition of all reports and complaints of discrimination to

ensure conformance with the Nysmith School's nondiscrimination policies and procedures and applicable law, including to ensure that nondiscrimination policies are enforced equally, applying a single standard for all students. The monitor shall discharge its obligations pursuant to the procedures listed in Exhibit 5 hereto. If for any reason the monitor is not willing or able to serve in that role for the entire period, the Nysmith School will provide 10 business days' notice of its decision to hire a new monitor to the Attorney General of Virginia, who may disapprove the hiring of the new monitor within ten calendar days of receiving such notice.

11. Anti-Semitism Training. For not less than 5 years from the signing of this Agreement, the Nysmith School will provide annual training on recognizing and combatting anti-Semitism, conducted by the JCRC of Greater Washington, which shall be mandatory for all administrators, faculty and staff. The training will address the topics listed in Exhibit 3 hereto. The content of the JCRC presentation must be: 1) provided two weeks in advance of the presentation, 2) of reasonable length (not exceeding 45 minutes), and 3) reasonable in content.

12. The first training will occur within 6 months after the adoption of the nondiscrimination policies and procedures and will include the incorporation of the International Holocaust Remembrance Alliance working definition of anti-Semitism including its contemporary examples into the Nysmith School's nondiscrimination policies.

13. The Nysmith School shall provide annual age-appropriate education on anti-Semitism, guided by the JCRC of Greater Washington.

14. The Nysmith School will continue to provide an annual program for age appropriate students on the Holocaust with a speaker arranged by the JCRC of Greater Washington. The content of the speaker's presentation must be: 1) provided two weeks in

advance of the presentation, 2) of reasonable length (not exceeding 45 minutes), and 3) in the best interests of the students.

15. Monetary Payment. Within two business days following the Effective Date, Respondents shall pay, by wire transfer in immediately available funds, the sum of \$100,000.00 in as reimbursement for costs and expenses..

16. Complainants' Attorneys' Fees and Costs. The Nysmith School will pay the Complainants' attorneys' fees and costs, in an amount not to exceed \$45,738.15. The Nysmith School shall remit payment, by wire transfer in immediately available funds, to the Complainants' lead counsel, The Louis D. Brandeis Center for Human Rights Under Law (the "Brandeis Center") within two business days following the later of: (i) the Effective Date of this Agreement and (ii) submission of an invoice by the Brandeis Center to the Nysmith School. Complainants and Respondents, individually and collectively, otherwise shall be responsible for their own attorneys' fees and costs, and for extinguishing any attorneys' liens filed by any counsel of record.

17. Complainants General Release of Claims. Except as set forth in this Agreement, Complainants unconditionally, irrevocably, and absolutely releases and discharges Respondents, as well as their present or former employees, officers, agents, attorneys, affiliates, successors, and assigns and all other representatives of Respondents (collectively, "Released Parties"), from all claims made or that could have been made up to and including the Effective Date of this Agreement, including claims arising under Title VI of the U.S. Civil Rights Act, the Virginia Human Rights Act, and Va. Code Ann. § 2.2-520-524, and further including claims for injunctive relief and for attorney's fees and costs.

18. Respondents General Release of Claims. Except as set forth in this Agreement, Respondents unconditionally, irrevocably, and absolutely releases and discharges the Complainants, as well as their agents, attorneys, affiliates, successors, and assigns and all other representatives of Complainants (collectively, “Released Parties”), from all claims made or that could have been made up to and including the Effective Date of this Agreement.

19. Choice of Law. This Agreement shall be governed by the laws of the Commonwealth of Virginia without regard to conflict of laws principles.

20. Contingent on OAG Approval. This Agreement is contingent upon the OAG’s review and final approval, shall be effective on the date that the OAG terminates and closes all pending investigations arising from the allegations in this Complaint (the “Effective Date”). Notwithstanding any other provision in this Agreement, in the event of a material breach of a term or condition of this Agreement, nothing in this Agreement shall prevent the OAG from resuming and/or initiating a new investigation of Respondents, including one based on the claims asserted in the Complaint.

21. Disputes. The Parties agree that any dispute arising under the terms of this Agreement shall be resolved in an arbitration proceeding pursuant to the expedited provisions of the American Arbitration Association, and further agree that in the event of a breach of this Agreement by Respondents, money damages alone would be an inadequate remedy, and that Complainants shall be entitled to preliminary and permanent equitable relief, including specific performance of all terms and obligations under this Agreement. Absent the unanimous agreement of the Parties, a single arbitrator shall decide all disputes between the Parties, the arbitrator shall be a retired Virginia federal or state court judge, and

the arbitration hearing shall take place in Fairfax County, Virginia. No action, regardless of form, may be brought by the Complainants more than ninety days after Complainants knew or reasonably should have known that a cause of action has accrued. No action, regardless of form, may be brought by any Party more than five years from the effective date of this Agreement. The Attorney General of Virginia is not an intended third party beneficiary of this Agreement, except for the provisions regarding the hiring of a replacement independent monitor. The prevailing party in any such arbitration shall be entitled to their attorney's fees and costs, as such attorney's fees and costs would be awarded under the standards then prevailing in a Virginia Circuit Court.

22. Advice of Attorneys. The Parties acknowledge that they have fully read, understood and unconditionally accepted this Agreement after consulting with their attorneys or having the opportunity to consult with an attorney, and acknowledge that this Agreement is mutual and binding upon all Parties hereto regardless of the extent of damages allegedly suffered by any of the Parties hereto.

23. This Agreement, and anything contained herein, may not be used by any Party or third-party against Nysmith School or Mr. Nysmith in any claim or proceeding other than a proceeding to enforce the terms of this Agreement.

24. Binding Agreement. This Agreement, together with its exhibits, is final and binding on the Parties, including all principals, agents, executors, administrators, representatives, successors in interest, beneficiaries, assigns, heirs, and legal representatives thereof. Each party has a duty to so inform any such successor in interest.

25. Waiver. Failure by any party to seek enforcement of this Agreement pursuant to its terms with respect to any instance or provision shall not be construed as a waiver to such enforcement with regard to other instances or provisions.

26. Publication. There is no restriction on the publication of this Agreement upon its finalization.

27. OCR Provision. Nothing in this Agreement prohibits or prevents Complainants in OCR File No.: 2025-ED0204 from filing a charge with or participating, testifying, or assisting in any investigation, hearing, whistleblower proceeding or other proceeding before any federal, state, or local government agency, nor does anything in the Agreement preclude, prohibit, or otherwise limit, in any way, Complainants' rights and abilities to contact, communicate with, report matters to, or otherwise participate in any whistleblower program administered by any such agencies. However, Complainants agrees that if such an administrative claim is made, Complainants shall not be entitled to recover any individual monetary relief or other individual remedies.

28. Modified OCR Provision. It is understood that the fully executed Agreement approved by the OAG constitutes closure of the complaint filed with the Office of Civil Rights (OCR File No.: 2025-ED0204), which will be dismissed by the Office of Civil Rights. The parties further acknowledge that as result of the Parties' successful conciliation of this matter, the Virginia Office of Civil Rights will not issue a Notice of right to file a civil action to the Complainants.

29. Freedom of Information Act. The Parties acknowledge that the Agreement, including exhibits, is subject to the Freedom of Information Act, Code of Virginia § 2.2-3700, et seq., as amended, and the provisions of Va. Code § 2.2-514, as amended.

30. Severability. The terms, conditions, covenants, restriction, and other provisions contained in this Agreement are separate, severable, and divisible. If any term, provision, covenant, or condition of this Agreement or part thereof, or the application thereof to any person, place or circumstance, shall be held to be invalid, unenforceable, or void, the remainder of this Agreement and such term, provision, covenant, or condition shall remain in full force and effect to the greatest extent practicable and permissible by law, and any such invalid, unenforceable or void term, provision, covenant or condition shall be deemed, without further action on the part of the parties hereto, modified, amended, and limited to the extent necessary to render the same and the remainder of this Agreement valid, enforceable, and lawful.

31. Entire Agreement. This Agreement and all of its exhibits constitute the entire agreement and understanding between the Parties concerning matters it describes, and supersedes all previous agreements, discussions, negotiations, understandings, and proposals of the parties. Neither this Agreement nor any provision of this Agreement and the attached exhibits may be modified or waived in any way except by an agreement in writing signed by each of the Parties hereto consenting to such modification or waiver.

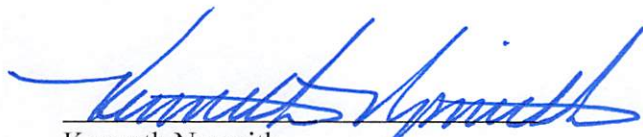
32. Signatory Authority. The signatories represent that they have the authority to bind the respective Parties identified below to the terms of this Agreement.

33. Counterparts. This Agreement may be signed in counterpart originals with the same force and affect as if signed in a single, original document.

[Signature page follows]

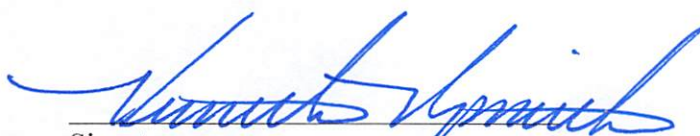
IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed as of the date written below.

NYSMITH SCHOOL FOR THE GIFTED, INC.


Kenneth Nysmith

11/17/25
Date

KENNETH NYSMITH


Signature

11/17/25
Date

BRIAN VAZQUEZ
INDIVIDUALLY AND AS NEXT FRIEND OF LER, LMR AND IKR

Signature

Date

ASHOK ROY
INDIVIDUALLY AND AS NEXT FRIEND OF LER, LMR, AND IKR

Signature

Date

IN WITNESS WHEREOF, and intending to be legally bound hereby, the Parties have caused this Agreement to be executed as of the date written below.

NYSMITH SCHOOL FOR THE GIFTED, INC.

Kenneth Nysmith

Date

KENNETH NYSMITH

Signature

Date

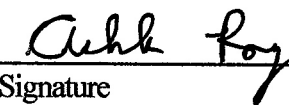
BRIAN VAZQUEZ
INDIVIDUALLY AND AS NEXT FRIEND OF LER, LMR AND IKR



Signature

11-17-2025
Date

ASHOK ROY
INDIVIDUALLY AND AS NEXT FRIEND OF LER, LMR, AND IKR



Signature

11/17/2025
Date

Approval:

Christine Johnson
Senior Assistant Attorney General and Section Chief
Office of the Attorney of the Commonwealth of Virginia



Signature

November 17, 2025

Date

Exhibit 1

Non-Discrimination Statement

The Nysmith School has entered into an agreement with the approval of the Office of the Attorney General.

The Nysmith School regrets its decision to expel the children of the family that initiated the claims.

The Nysmith School wants to improve its own policies and procedures, to ensure that all protected groups are treated fairly, including Jewish students, and to spare all of the minor children formerly or currently enrolled in the Nysmith School of the further necessity of protracted proceedings and litigation.

The Nysmith School will implement a series of structural changes that will strengthen the foundation of our school and help us protect against anti-Semitic harassment and discrimination. The Nysmith School has agreed to incorporate within its nondiscrimination policies the International Holocaust Remembrance Alliance's ("IHRA") working definition of anti-Semitism including its contemporary examples to ensure an educational environment free of discrimination.

Discrimination or harassment of any type is unacceptable, and the Nysmith School must be a safe and welcoming environment for all students. Acts or expressions of discrimination in any form undermine the educational process and are in direct opposition to our core values. Stigmatizing Jewish students or making them feel unsafe or unwelcome based on their religious identity or expressing their Jewish identity, is contrary to our School's fundamental values of mutual respect and inclusion. It is never acceptable to harass, intimidate, marginalize or ostracize any member of the Nysmith community on the basis of their identity. The Nysmith School will safeguard the rights of students to access the educational opportunities free of harassment and discrimination.

The Nysmith School will provide mandatory training for its administration and staff, which will use the IHRA working definition of anti-Semitism including its examples to raise awareness of the various forms of anti-Semitism that can manifest in a school setting and in society at large. The Nysmith School also will provide age-appropriate student education on anti-Semitism and continue its longstanding tradition of providing an annual Holocaust program for students studying World War II.

We encourage any student, and their families, who believes a student has been subjected to harassment or a hostile environment based on religion, race, national origin, ethnicity, gender, sexual orientation and actual or perceived shared ancestry including anti-Semitism, or any other protected characteristic under Virginia law, to report it to the newly established committee within the Nysmith School, which has been tasked with evaluating, investigating and determining an appropriate disposition of complaints of discrimination. The School, and its newly created committee, is committed to conducting a prompt, thorough and fair investigation, and reaching an appropriate resolution consistent with our nondiscrimination policies.

The Nysmith School also has agreed to engage an independent monitor for a five-year period. The monitor will review the committee's investigation and disposition of each complaint of discrimination to ensure conformance with be the Nysmith School's nondiscrimination policies and procedures and applicable Virginia law.

Students or staff found to have engaged in acts of discrimination or harassment based on religion, race, national origin, ethnicity or actual or perceived shared ancestry, or any other protected characteristic, will face discipline, including, if circumstances warrant, suspension and expulsion (for students) and termination (for employees).

Exhibit 2

Non-Discrimination Policies and Procedures

1. The Nysmith School is committed to ensuring a school environment free from discrimination on the basis of race, color, religion, ethnic or national origin, sex, pregnancy, childbirth or related medical conditions, age, marital status, sexual orientation, gender identity, military status, disability, and actual or perceived shared ancestry. The Nysmith School's school-wide non-discrimination policies and procedures prohibits discrimination and harassment in all academic, extra-curricular and school-sponsored activities.

2. The Nysmith School's nondiscrimination policies and procedures includes a prohibition on anti-semitism based on actual or perceived national or ethnic origin or shared ancestry.

3. Consistent with Chapter 471 of the Acts of Assembly and Executive Order 48 (May 19, 2025), the Nysmith School has adopted as part of these nondiscrimination policies the International Holocaust Remembrance Alliance ("IHRA") definition of anti-Semitism including its contemporary examples, <https://holocaustremembrance.com/resources/working-definition-antisemitism>. When applying the nondiscrimination policy to evaluate complaints of anti-Semitism, the Nysmith School shall consider the IHRA Definition of anti-Semitism including its contemporary examples to the extent that they are useful as evidence of discriminatory intent, without diminishing or infringing any right protected under the Constitution and laws of the United States and the Commonwealth of Virginia. Conduct that falls within the IHRA definition including its examples will, provided the required elements under the policy are met, constitute prohibited harassment or discrimination in violation of Nysmith's nondiscrimination policy.

4. The Nysmith School will investigate all reports of discrimination and harassment, and the Nysmith School's nondiscrimination policies will be enforced equally, applying a single standard for all students. The Nysmith School will take appropriate remedial action to eliminate discriminatory conduct, to prevent its recurrence, and to address its effects on the any other affected individuals.

5. Students and their families are encouraged to immediately report incidents of discrimination and harassment. The Nysmith School, its administration, staff and students will not take any action to punish or intimidate students or families who report discrimination and harassment in good faith, or who participate in an investigation or related proceedings, and will take prompt and effective action to stop any form of retaliation that occurs as a result of a report of discriminatory conduct.

6. Staff members are required to promptly report all incidents of discrimination and harassment of which they become aware, regardless of whether a formal report and/or complaint has been submitted.

7. A working committee has been formed and is charged with the authority and responsibility for evaluating and investigating all reports or complaints of suspected or alleged discrimination or harassment, and for determining the disposition of such complaints or reports as warranted under these nondiscrimination policies and procedures and applicable law. The

working committee shall be comprised of three members, at least one of whom is a parent of a Nysmith student, who is not employed by or receiving any form of compensation or benefits from the School. The names and contact information of the working committee members are available to all members of the Nysmith community on the School's website.

8. Complaints of discrimination may be submitted to the Nysmith School or directly to the members of the working committee, and may be made in writing, by email, by telephone or videoconference, in an in-person meeting or in any other way. The working committee shall inform the Nysmith School of all such reports. Complaints of discrimination based on a protected characteristic will be expeditiously evaluated and investigated. Upon the submission of a complaint, the person who has submitted the complaint shall be advised of the availability of interim measures, including separation of students, safety plans and accommodations.

9. The Nysmith School has engaged Crystal L. Tyler, an independent monitor who will review the working committee's investigation and disposition of each complaint of discrimination to ensure the evaluation, investigation and disposition meet the requirements of the School's nondiscrimination policies and procedures, and applicable law. Following the monitor's review of each complaint and the response thereto, the monitor will provide the School with a written assessment of whether the working committee's review, investigation and disposition of the complaint conformed to the School's nondiscrimination policies and procedures and applicable law. Based on the monitor's assessment, the School may suspend the working committee's disposition, and direct the working committee to take further action on its review and disposition of the complaint. The family and/or student who submitted the complaint of discrimination may request from the monitor a copy of the monitor's written assessment, which will be provided at the later of: (i) five business days from the date of the family and/or student's request, and (ii) one week from final disposition of the complaint.

Exhibit 3

Anti-Semitism Training for administrators, faculty and staff will cover the following topics:

- a. The Virginia Human Rights Act's prohibition on discrimination based on race, color, religion, and ethnic or national origin, including actual or perceived shared ancestry and ethnic characteristics;
- b. The definition of anti-Semitism in the School's nondiscrimination policies and procedures, including the IHRA definition including its contemporary examples.
- c. Traditional as well as contemporary anti-Semitic stereotypes and conspiracy theories and their social and political functions, so that the administrators, faculty and staff will be able to identify and respond to anti-Semitic incidents.
- d. The School's policies and procedures, the School's record-keeping process for incidents of harassment, and the School's engagement of a monitor.
- e. The definition of "harassment" and how it differs from "bullying," including examples of harassment on the basis of race, color, religion, and ethnic or national origin, including actual or perceived shared ancestry and ethnic characteristics.
- f. A statement of the staffs' responsibility to report incidents of possible harassment, the procedures for doing so, and instructions on how to recognize and respond appropriately to such reports.
- g. Identification of the working committee responsible for receiving and investigating reports of harassment, by names or titles, and contact information.
- h. A description of the steps the School will take in response to any harassing behavior discovered, including actions to ensure that the offending student(s) understand the seriousness of the possible offense and, where applicable, progressive disciplinary steps.
- i. A statement that a student or parent/guardian who has reported possible incidents of harassing behavior must be notified of the steps the School will take in response to the reported incident(s), and guidance to staff on how and when to provide this notification.

Exhibit 4

Working Committee Procedures

1. The School will appoint a committee of no less than three persons, selected by the Nysmith School, responsible for reviewing each complaint or report of suspected or alleged discrimination or harassment. At least one member of the committee must be a parent of a currently enrolled student who is not an employee of or receiving any form of compensation or benefits from the School.
2. The names, titles and contact information of each member of the committee shall be disclosed and readily accessible on the School's website and in the Parents Handbook.
3. The working committee shall be responsible for reviewing every complaint or report of suspected or alleged discrimination or harassment, and the investigation of each such report or complaint. Each member is responsible for ensuring the investigation is consistent with the terms of this agreement.
4. The working committee shall keep the independent monitor apprised of all aspects of the working committee's investigation and respond in good faith and in a timely matter to inquiries by the monitor.
5. The Working Committee may dispose of complaints by 1) determining that they are "founded," "inconclusive," or "not founded," and 2) if founded or inconclusive, to recommend to the Nysmith School an appropriate remedy based on the total circumstances of each individual case. The Working Committee does not have the authority to suspend or expel students, or to terminate employees.
6. The working committee shall inform the School Administrator and the monitor of its determination of disposition of each complaint. The working committee also shall disclose whether any working committee member objected in whole or in part to the working committee's disposition and action, and, upon the monitor's request, disclose copies of the records that the working committee is required to maintain under this agreement.
7. The working committee shall be responsible for ensuring that the School maintains the following records for each complaint or report of discrimination or harassment, which shall be maintained for a period of not less than three years:
 - a. Written or recorded documentation of all interviews, including the complainant, the person accused of discrimination, witnesses, and anyone mentioned as having relevant information.
 - b. Review of any records, notes, statements, or other documents related to the complaint.
 - c. Notice of the outcome of the working committee's determination of disposition, including:
 - i. The findings of fact based on the evidence gathered.

- ii. As to each allegation, the School's conclusion as to whether the alleged conduct occurred.
 - iii. A determination whether discrimination and/or harassment occurred and the rationale for the determination.
 - iv. The consequences imposed on any individual(s) found to have engaged in discrimination and/or harassment.
 - v. Notice to the complainant to immediately report any recurrence of the conduct or of acts of retaliation to the working committee.
8. At the conclusion of each investigation, each committee member must either: (i) certify his or her agreement with the working committee's determination of disposition or (ii) state his or her objection to the working committee's determination of disposition.
9. At the conclusion of each investigation and disposition, the working committee shall send to the monitor copies of all records identified above, and any other relevant documents. Each member of the working committee shall certify that the documents and information provided to the monitor are complete and accurate to the best of the member's personal knowledge and belief.

Exhibit 5

Engagement of an Independent Monitor.

1. The School will engage and pay the fees and costs of Crystal L. Tyler or another person as may be approved by the Attorney General of Virginia, as an independent monitor, to monitor the working committee's investigation and disposition of complaints of discrimination.
2. The monitor shall review the working committee's investigation of and response to all reports and complaints of discrimination, including to ensure that nondiscrimination policies are enforced equally, applying a single standard for all students.
3. The School, through the working committee, will promptly notify the monitor of each report of alleged discrimination received.
4. The working committee will keep the monitor apprised of all aspects of the working committee's investigation and respond in good faith and in a timely matter to inquiries by the monitor.
5. The working committee shall inform the monitor of its determination of disposition of each complaint. The working committee also shall disclose whether any working committee member objected in whole or in part to the working committee's disposition and action, and, upon the monitor's request, disclose copies of the records that the working committee is required to maintain under this agreement.
6. The monitor shall report to the School Administrator its assessment as to whether the Committee's investigation and disposition of a complaint of discrimination was consistent with the School's nondiscrimination policies and procedures and applicable law. Upon request, the monitor shall provide a copy of its assessment to the student or family who submitted the complaint, which will be provided at the later of: (i) five business days from the date of the family and/or student's request, and (ii) one week from final disposition of the complaint.
7. In the event that the monitor determines that the School is engaged in intentional discrimination, or is being deliberately indifferent to a hostile educational or employment environment, and the School's action or inaction constitutes a substantial violation of the Virginia Human Rights Act, the monitor shall promptly submit a confidential report, with the names of students and family members redacted, to the Attorney General of Virginia and the School, stating the facts underlying the monitor's determination and the bases for the determination