

**ATTORNEY GENERAL OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU**

**IN THE MATTER OF THE INVESTIGATION OF
ERIC T. SCHNEIDERMAN, ATTORNEY GENERAL
OF THE STATE OF NEW YORK,**

OF

HEMPSTEAD UNION FREE SCHOOL DISTRICT

ASSURANCE OF DISCONTINUANCE

In December 2014, the Office of the Attorney General of the State of New York ("OAG") began to investigate the Hempstead Union Free School District (the "District"). The investigation sought to determine whether the District failed to fulfill its legal obligations concerning the provision of equal educational opportunities to students regardless of immigration status. Specifically, the investigation sought to determine whether the District's policies, procedures, and practices for enrolling and registering students discriminated against students on the basis of immigration status.

This Assurance of Discontinuance ("Assurance") contains the findings of the OAG in connection with its investigation of the District and the relief agreed to by the OAG and the District ("the Parties").

I.
DEFINITIONS

1. As used throughout this Assurance, the terms set forth below shall have the following meanings.
 - a. "Assurance" means this Assurance of Discontinuance.
 - b. The "District" means the Hempstead Union Free School District and its board of education, trustees, school authorities, school officers, school administrators, superintendent, principals, employees, agents, representatives, or other persons acting on its behalf.
 - c. "Effective Date" means the date that this Assurance is signed by an authorized representative of the OAG.
 - d. "Employee" means any person carried on the payroll of the District, and includes salaried and hourly employees, full-time or part-time employees, temporary, probationary, or permanent employees, principals, teachers, teacher's aides and assistants, superintendent's staff, administrators, registration personnel, secretaries or other administrative personnel, and security guards or other security personnel.
 - e. "OAG" means the New York State Office of the Attorney General.
 - f. "Parties" means the OAG and the District.
 - g. "School" means any elementary, K-8, middle, secondary schools, innovation zone schools or alternative education programs currently or formerly open in the District.
 - h. "SED" means the New York State Education Department.
 - i. Terms of construction:
 - i. "And" and "or" shall be construed conjunctively or disjunctively as necessary to make the meaning inclusive rather than exclusive.

- ii. "All" means "any and all" and "any" means "any and all."
- iii. "Concerning" means relating to, referring to, describing, evidencing, regarding, reflecting, or constituting.
- iv. "Day" refers to a calendar day, not a business day.
- v. "Including" means without limitation.
- vi. The singular of any word includes the plural; the plural of any word includes the singular.

II. **FINDINGS**

The Hempstead Union Free School District

- 2. The Hempstead Union Free School District has over 6,700 enrolled students currently studying at ten District schools.¹ The District's student population is 61% Hispanic, 35% African-American, 3% Caucasian, and 1% Asian or Pacific Islander.
- 3. The District is supervised by a Superintendent and a five-member Board of Education (the "Board"). The Superintendent serves as the chief executive officer of the District and is responsible for implementing Board policies, as well as advising and recommending action to the Board. The Board has numerous responsibilities, including drafting policies for the operation of the local schools; employing a Superintendent of Schools; authorizing the appointment of teachers and all other staff members; determining goals for educational standards; securing money for school operational needs and building programs; and authorizing specific expenditures.

¹ When used throughout this Assurance, "student" means any person below the age of twenty-one (21) currently or formerly enrolled in a District school.

4. The District's Administrator for Attendance and Registration is responsible for enrollment within the District.² The Administrator and his staff work out of the District's Central Registration Office, located at 436A Front Street, Hempstead, NY 11550.

The OAG/SED Joint Review and the OAG's Investigation

5. In November 2014, the OAG and SED opened a joint review of enrollment policies and procedures of school districts in Nassau, Suffolk, Westchester, and Rockland Counties, including the District, to determine whether those districts were impermissibly discriminating against students or prospective students on the basis of immigration status. The review was initiated, in part, based on complaints received from community members, as well as information detailing the situation of approximately 33 Hispanic students – many of them recent immigrants – who were instructed by District administrators to sign in for school each day and return home because there were not enough classrooms to accommodate those students.
6. In February 2015, the OAG opened a formal investigation into the District, which included a review of publicly available information, including minutes of Board meetings; information submitted by the District to the OAG/SED concerning its enrollment and registration policies and procedures; information submitted by the District in response to document requests issued by the OAG; and data concerning the District's enrollment practices. The investigation also included interviews with witnesses, including school advocates, parents and/or counsel of children who experienced delays or denials of enrollment, and District personnel.

² When used throughout this Assurance, "enrollment" means all District functions occurring between the time a parent (or person in parental relation) first contacts the District seeking to enroll a child and the time such child begins attending classes in the District, regardless of where those functions are physically executed (e.g., at a central registration center versus a school campus).

District Denials and Delays in Enrolling Students

7. The investigation found that, beginning in the summer of 2014 and continuing through February 2015 (the “Relevant Period”), the District denied or delayed the enrollment of dozens of students who sought to enroll in the District (“Students”). Many of the Students were unaccompanied minors originating from Central and South America, and many were not U.S. citizens at the time they sought to enroll. Many of the Students and their parents (or persons in parental relation) made repeated trips to the District’s Central Registration Office, including one parent who made no less than six trips to the District’s office attempting to enroll her children. The enrollment delays ranged in length from a week, to several weeks, to several months. In the case of at least two Students, the delay lasted from summer 2014 until January 2015 and effectively amounted to a denial of enrollment and deprivation of educational services for a full school semester.
8. During the Relevant Period, the District delayed or denied the enrollment of the Students through a variety of methods, including a restrictive policy on proof of immunization. In a December 2014 call with the OAG/SED concerning a Student who was experiencing an enrollment delay, the District’s Administrator for Attendance and Registration stated that the reason for the Student’s delayed enrollment was the Student’s failure to present sufficient proof of immunization. When asked to articulate the District’s policy on such proof, the Administrator described a policy in direct conflict with Public Health Law § 2164 and with guidance issued by SED to school districts on immunization in August 2010.
9. The District also delayed the enrollment of the Students by failing to keep open its Central Registration Office during the times advertised to the public that the office would be open to students and/or parents seeking to begin the enrollment process. The

investigation found evidence of numerous occasions during the Relevant Period in which the District's Central Registration Office – supposedly open for business at 8:30am – remained closed and unstaffed well past that time, on some mornings until as late as 10:30am. The investigation also found that, during the Relevant Period, District security guards denied Students and/or their parents access to the District's Central Registration Office without providing a reason for such denials.

10. The investigation found that the most common reason provided by the District for the denials or delays in enrolling the Students was that there was simply “no room” for them at District schools. During repeated visits by numerous parents to its Central Registration Office, District personnel informed parents that there was no room for the Students in District classrooms and instructed the parents that they could call the office to check in periodically on when space might become available for their children. Alternatively, District personnel offered to call the Students' parents when space opened up in a classroom. In at least one instance, after several visits by the same parent, District personnel confirmed to that parent that she had all registration documents required to enroll her two children, but that there was simply no room for them in the District.
11. The District's repeated statements to the Students and/or their parents that there was no room for them in District schools was confirmed by the District's creation and use of an enrollment “wait list.” No later than September 2014, District personnel created a wait list on which the District maintained the names of the Students it claimed it could not accommodate in its schools. The wait list contained entries for 64 Students of various ages, including Students seeking to enroll in pre-kindergarten and in the District's elementary schools, middle schools, and high school. As of February 2015, by the

District's own admission, numerous Students on the wait list were still awaiting enrollment in the District.

District Failure to Update its Enrollment Materials

12. The investigation also revealed that the District failed to update its enrollment materials to comply with current regulations of the Commissioner of SED. On December 16, 2014, the New York State Board of Regents approved an emergency amendment to Commissioner's Regulation § 100.2(y), pertaining to the school enrollment process and the forms of proof that districts may require therein. The regulation required school districts to bring their enrollment materials into compliance no later than January 31, 2015. However, as of February 2015 the District has failed to update its enrollment materials to bring them into compliance with this regulation, and non-compliant materials and information still remain on the District's website and provide inaccurate information to the public concerning enrollment requirements.

District Plans to Provide Residency Information to Village Officials

13. The investigation further revealed that, no later than December 2014, the District Board considered multiple proposals for providing zoning officials in the Village of Hempstead with specific information about students (*e.g.*, student name and address). Specifically, the investigation found that the Board alternately considered creating an "attendance teacher" position responsible for passing such information to village officials, or offering a stipend to an existing District employee for engaging in such work. As of February 2015, each proposal has been tabled at Board meetings, and none has yet been approved by the Board. Such proposals exceed the requirements of Commissioner's Regulation § 100.2(y), as amended effective December 16, 2014, and also raise concerns for the OAG

regarding the potential chilling effect that such inquiries might have on students based on their immigration or national origin status.

District Failure to Cooperate With the OAG/SED Joint Review

14. The District failed to cooperate with full candor in its response to the OAG/SED joint review of district enrollment policies. Specifically, the District failed to disclose the existence of the wait list used by the District to manage student enrollment, even though the list corroborated enrollment complaints raised with the District by the OAG and SED on several occasions. During telephone conferences on January 9 and February 2, 2015, representatives of the OAG and SED made inquiries of District personnel, including the District Superintendent and Administrator for Attendance and Registration, concerning complaints on behalf of five different Students who had faced enrollment delays on the purported ground that the District had no room in its schools. Yet the District failed affirmatively to disclose the existence of its wait list.

III.
PROSPECTIVE RELIEF

WHEREAS, pursuant to New York Education Law §§ 3202 and 3205, each person over five and under twenty-one years of age, who has not received a high school diploma, is entitled to attend a public school in the district in which such person resides, and school districts must ensure that all resident students of compulsory school age attend upon full-time instruction;

WHEREAS, the District is subject to the Fourteenth Amendment to the U.S. Constitution, which the U.S. Supreme Court held, in *Plyler v. Doe*, prohibits school districts from denying a resident student an equal educational opportunity on the basis of his or her immigration status;

WHEREAS, the OAG/SED investigation included interviews of parents, student advocates, and other witnesses; review of documents, including those produced by the District, concerning pertinent policies, procedures, and practices of the District; and analysis of data regarding the District's enrollment practices;

WHEREAS, on February 17, 2015, SED issued an order to the District requiring it to, *inter alia*, comply with Commissioner's Regulation § 100.2(y), as amended effective December 16, 2014, and provide monthly affidavits of compliance concerning the same;

WHEREAS, the District neither admits nor denies the OAG's findings set forth in Paragraphs 2 – 14;

WHEREAS, under *Plyler v. Doe*, the District must ensure that its enrollment and registration procedures, and their use by District personnel, do not ask for information or documentation, or otherwise create barriers that have the purpose or result of chilling, discouraging, or denying enrollment by students on the basis of their immigration status;

WHEREAS, the District commits to ensuring that every child seeking to enroll in the District's schools is treated equally regardless of immigration status; that its enrollment and registration policies are free of discrimination; and that no eligible child is impermissibly denied his or her right to a free education in the District's schools;

WHEREAS, the Parties are willing to accept the terms of this Assurance to resolve the investigation into the District; and

WHEREAS, the Parties believe that the obligations imposed by this Assurance are prudent and appropriate;

IT IS HEREBY UNDERSTOOD AND AGREED, by and between the District and the OAG as follows:

A.
GENERAL INJUNCTION

15. The District agrees to comply with the mandate of the Supreme Court's ruling in *Plyler v. Doe*; the obligations, terms, and conditions of the Fourteenth Amendment to the U.S. Constitution; New York Education Law §§ 3202 and 3205; Commissioner's Regulation § 100.2(y) as amended effective December 16, 2014; and any other applicable laws and regulations.

B.
ENROLLMENT MATERIALS

16. Within fourteen (14) days of the Effective Date of this Assurance, the District shall submit for OAG approval revised enrollment materials, including but not limited to any and all instructions, forms, packets, guides, and "Frequently Asked Questions" ("Enrollment Materials"). The Enrollment Materials must conform to the requirements of §100.2(y) of the Commissioner's Regulations as amended effective December 16, 2014, and must not include any inquiries into citizenship, immigration status, or any other inquiries that might chill or discourage student enrollment on the basis of immigration status.
17. Within seven (7) days of OAG approval of the Enrollment Materials, the District shall (a) distribute the Enrollment Materials to the Employees who handle enrollment and registration policies and protocols at each School in the District; (b) make the Enrollment Materials publicly available, including posting them on the District's website with an announcement explaining the change in the Enrollment Materials; and (c) post a statement on the District's website stating that complaints concerning enrollment and

registration can be submitted to the OAG by mail to 120 Broadway, 23rd Floor, New York, NY 10271, by phone to (212) 416-8250, or by email to civil.rights@ag.ny.gov.

18. Any proposed modifications to the Enrollment Materials at any time during the term of this Assurance, including any changes concerning documents or information required of students in order to enroll, or pertaining to a student's or parent/guardian's immigration status, shall be subject to OAG approval.

C.
ENROLLMENT PROCEDURES

19. Within fourteen (14) days of the Effective Date of this Assurance, the District shall submit for OAG approval written procedures for handling the enrollment process and enrollment determinations consistent with §100.2(y) of the Commissioner's Regulations as amended effective December 16, 2014 ("Enrollment Procedures"). The Enrollment Procedures shall include:
 - a. A statement prohibiting inquiries into immigration status at the time of or as a condition of enrollment, except for limited and targeted post-enrollment inquiries, such as collecting necessary data for procuring funding under Title I of the Elementary and Secondary Education Act of 1965 ("ESEA"), Title III of ESEA, as amended by the No Child Left Behind Act of 2001, and N.Y. Educ. Law §3218 and §100.2(y) of the Commissioner's Regulations as amended effective December 16, 2014;
 - b. A statement permitting acceptance of multiple forms of proof of age as required by N.Y. Educ. Law §3218 and §100.2(y) of the Commissioner's Regulations as amended effective December 16, 2014;

- c. A statement permitting acceptance of multiple forms of proof of residency as required by §100.2(y) of the Commissioner's Regulations as amended effective December 16, 2014;
 - d. A statement that, in the event it denies enrollment of a student, the District will do so in accordance with §100.2(y) of the Commissioner's Regulations as amended effective December 16, 2014, including the provision of written notice to the student or parent/guardian as set forth in that section;
 - e. Identification of a reporting structure for all District personnel responsible for enrollment, including those personnel (*e.g.*, security guards or receptionists) who may interface with children, parents, or guardians seeking to enroll at the District's Central Registration Office;
 - f. A statement concerning the hours of operation of the District's Central Registration Office;
 - g. Detailed instructions to District personnel, including, *e.g.*, security guards and receptionists, concerning the provision of access to the District's Central Registration Office for children, parents, or guardians seeking enrollment services; and
 - h. Detailed instructions to all District personnel concerning all required steps in the District's enrollment process, beginning with a child, parent, or guardian's first enrollment-related inquiry to the District and continuing through the time an enrolled child begins attending classes at a District school.
20. Should the District or its Board propose any plan for District personnel to review student enrollment information, for purposes of turning over such information to the Town or

Village of Hempstead, the plan shall be submitted for OAG review and approval in advance of any final vote or final consideration of such plan by the District or its Board.

D.

DESIGNATION OF ENROLLMENT OMBUDSMAN

21. Within forty-five (45) days of the Effective Date, the District shall hire or designate from existing personnel a new Employee to serve as the Enrollment Ombudsman ("Ombudsman"). The selection of the Ombudsman shall be subject to OAG review and approval, and the Ombudsman shall have sufficient experience in the subject matter of student enrollment and legal requirements concerning the same. The Ombudsman shall not be selected from any District personnel with current responsibilities for District enrollment. The Ombudsman shall be responsible for administering the District's enrollment process; ensuring compliance with state and federal laws regarding school enrollment; ensuring that the implementation of the District's enrollment procedures is fair, equitable, and in compliance with this Assurance; and communicating with students, parents, and Staff about issues relating to the District's enrollment policies and the implementation of this Assurance.
22. Within thirty (30) days of the Effective Date, the District shall appoint a member of the administrative Staff at each School to serve as the Coordinator of Student Enrollment ("Coordinator"). The Coordinator shall work with the Ombudsman to ensure compliance at his or her School with the District's policies and this Assurance, and to ensure students do not face delays between the time of enrollment at the District's central registration and the time such students begin attending classes at their respective District Schools. The Coordinator shall be available to work with the Staff at his/her School to help ensure timely and appropriate placement of students into classes, and shall also work in

coordination with and seek guidance from the Ombudsman on questions concerning enrollment.

E.

RETENTION OF INDEPENDENT MONITOR

23. Within thirty (30) days of the Effective Date, the District shall retain, at its own expense, a qualified individual or organization to serve as an Independent Monitor ("Monitor") who shall be primarily responsible for monitoring the District's compliance with the terms of this Assurance. Before selecting the Monitor, the District shall develop a proposed description of duties and responsibilities of the Monitor, which shall be subject to OAG approval. The District shall retain the Monitor for the first year of this Assurance, *i.e.*, a calendar year from the Effective Date. The Monitor shall have unrestricted access to the District's files and records, and have the ability to conduct on-site visits, in order to audit compliance with this Assurance. The selection of the Monitor shall be subject to OAG review and approval.
24. The Monitor shall create a plan to conduct periodic reviews of the data, files, and records to assess compliance with the District's policies and with this Assurance. The Monitor's plan shall be subject to OAG approval. The Monitor will also make recommendations, as necessary and appropriate, to ensure that the District complies with the terms of this Assurance and requirements of law.
25. The Monitor shall be in regular contact with the OAG regarding any concerns about compliance with this Assurance and shall submit monthly reports to the OAG outlining the District's compliance with each provision of this Assurance.

F.
TRAINING

26. Within sixty (60) days of the Effective Date of this Assurance, the District shall create a mandatory training program for all Employees involved in the enrollment process or who interface with the public at the District's Central Registration Office ("Training Program"). The entity used to create the Training Program should have expertise and/or familiarity with enrollment and registration processes that comport with the law. Entities that can be retained for such training include, but are not limited to, third party non-profits, district counsel, advisors, or other agencies. Both the entity the District uses to help develop its Training Program, and the Training Program itself, are subject to OAG approval. The Training Program shall cover, but not be limited to, the following topics:
- a. The District's commitment to using policies that ensure provision of equal educational opportunities to District students regardless of immigration status;
 - b. A detailed explanation of the District's enrollment and registration process, including:
 - i. The reporting structure for all District personnel responsible for enrollment, including those personnel (*e.g.*, security guards or receptionists) who may interface with children, parents, or guardians seeking to enroll at the District's Central Registration Office;
 - ii. The hours of operation of the District's Central Registration Office;
 - iii. Instructions to District personnel, including, *e.g.*, security guards and receptionists, concerning the provision of access to the District's Central Registration Office for children, parents, or guardians seeking enrollment services; and

- iv. Instructions on all required steps in the District's enrollment process, beginning with a child, parent, or guardian's first enrollment-related inquiry to the District and continuing through the time an enrolled child begins attending classes at a District School.
 - c. The District's obligations under the Fourteenth Amendment to the U.S. Constitution, N.Y. Educ. Law §§3202 and 3218, and §100.2(y) of the Commissioner's Regulations as amended effective December 16, 2014;
 - d. A description of the prohibitions concerning inquiries into immigration status; identification of the limited and narrow circumstances under which such inquiries are permitted; discussion of the kinds of inquiries that can potentially chill enrollment; and
 - e. An explanation of the right to file an appeal under N.Y. Educ. Law §310 if denied enrollment.
27. Within thirty (30) days of OAG approval of the Training Program, the District shall offer, and require all Employees involved in the enrollment process (or who interface with the public at the District's Central Registration Office) to attend, a live presentation of the Training Program. The Training Program may be offered in connection with other District Employee training opportunities, but the District shall offer, and require all Employees involved in the enrollment and registration process (or who interface with the public at the District's Central Registration Office) to attend, a live presentation of the Training Program no less than once in each school year covered by this Assurance. The District shall maintain attendance sheets at each training presentation mandated by this Assurance.

G.
COMPENSATORY SERVICES

28. Notwithstanding any other additional educational services to which District students may be entitled, within thirty (30) days of the Effective Date of this Assurance, the District shall submit for OAG approval a plan to provide compensatory educational services to students who experienced enrollment denials or delays by the District in advance of, or during, the 2014-15 school year ("Compensatory Services Plan"). Specifically, for each student who sought to enroll in the District for the 2014-15 school year, and who experienced a delay of fourteen days or longer between the time of first seeking to enroll in the District and the time (s)he began attending classes in the District, the District shall offer educational enrichment services ("Services") to compensate the student for programming and services (s)he did not receive as a result of such delay.
29. The Services shall be offered in addition to the instruction an eligible student receives as part of his/her normal school day in the District. The Services may be provided by community-based organizations or by the District's own personnel. The Services may be offered via after-school academic programs, Saturday school, during the April vacation week in the spring 2015 semester, or during the summer months of 2015, but the Services shall be provided to eligible students no later than the commencement of the 2015-16 school year. The Services shall be offered in an accessible location or locations within a reasonable distance of each eligible student's residence.
30. The Compensatory Services Plan shall include the following:
- a. A list of all students experiencing enrollment delays of fourteen days or longer;

- b. The length of delay experienced by each student, including the dates on which the student (i) first sought to enroll in the District, and (ii) began attending classes in the District;
 - c. A description of proposed providers of the Services, including their qualifications to provide the Services;
 - d. A description of how the Services (i) correspond to eligible students' missed academic services, and (ii) will ameliorate the delay in the District's provision of such services to eligible students;
 - e. The method by and timeframe in which the Services will be delivered by the District to eligible students; and
 - f. Proposed correspondence the District shall send to offer the Services to eligible students.
31. Within fourteen (14) days of OAG approval of the Compensatory Services Plan, the District shall send to each identified eligible student (or his/her parent or person in parental relation) correspondence offering the Services. In the event the District does not receive a response from the student (or his/her parent or person in parental relation) from this initial correspondence, the District shall make reasonable efforts to contact the student (or his/her parent or person in parental relation) to offer the Services.
32. The District shall maintain all records relating to the Compensatory Services Plan, including but not limited to:
- a. All correspondence sent by the District to eligible students (or their parents or persons in parental relation) offering the Services;

- b. All correspondence concerning decisions by students (or their parents or persons in parental relation) to accept or decline the Services; and
- c. Documentation of all Services provided to eligible students, including the dates on which the Services were provided and by whom they were provided.

H.
RECORDKEEPING AND REPORTING

- 33. The District shall retain, for at least three (3) years after the Effective Date, all documents pertaining to this Assurance, including but not limited to records on every child who is not enrolled in the District within three business days of that child's first attempt to enroll in the District, *e.g.*:
 - a. The name and address of the child and his or her parent(s)/person(s) in parental relation;
 - b. The application submitted on behalf of the child;
 - c. Notes of any evaluation made regarding the child concerning enrollment;
 - d. Any record of an enrollment determination made with respect to the child; and
 - e. Notice of any denials of enrollment provided to such child and/or the child's parent(s) or person(s) in parental relation.

- 34. The District shall retain, for the duration of the Assurance, all documents pertaining to this Assurance, whether in hard copy or electronic format, including but not limited to:
 - a. The Enrollment Materials created pursuant to Paragraph 16;
 - b. The Enrollment Procedures created pursuant to Paragraph 19;
 - c. The training attendance sheets maintained pursuant to Paragraph 27;
 - d. Records on the provision of Services by the District pursuant to the Compensatory Services Plan, created or maintained pursuant to Paragraphs 28 – 32; and

- e. Monthly compliance affidavits of the Superintendent and District Board president, provided to SED pursuant to Item 8 of SED's February 17, 2015 Order to the District.
35. The District shall prepare a report and provide it to the OAG at the close of each month, for at least three (3) school years following the Effective Date. The reports shall contain the current versions of documents maintained under Paragraph 33(a)-(e).
36. The District shall ensure that any information, documents or data maintained under the terms of this Assurance, shall be available for review by SED. Upon written notice from SED requesting any such information, documents, or data, the District must produce the requested information, documents or data within fourteen (14) days.
37. As part of this Assurance the District shall cooperate with the Monitor, the OAG, and SED in their monitoring efforts.

I.

SCOPE OF THE ASSURANCE, JURISDICTION, AND ENFORCEMENT PROVISIONS

38. This Assurance shall expire on June 30, 2018.
39. The OAG has agreed to the terms of this Assurance based on, among other things, the representations that the District and its counsel made to the OAG and the OAG's own findings from the factual investigation as set forth in Paragraphs 2 – 14. To the extent that any material representations are later found to be inaccurate or misleading, this Assurance is voidable by the OAG in its sole discretion.
40. No representation, inducement, promise, understanding, condition, or warranty not set forth in this Assurance has been made to or relied upon by the District in agreeing to this Assurance.

41. Upon execution by the Parties to this Assurance, the OAG shall discontinue the instant investigation except as otherwise related to the enforcement of the terms of this Assurance.
42. The District represents and warrants, through the signatures below, that the terms and conditions of this Assurance are duly approved, and execution of this Assurance is duly authorized. The District agrees not to take any action or make any statement denying, directly or indirectly, the propriety of this Assurance or expressing the view that this Assurance is without factual basis. Nothing in this paragraph affects the District's (i) testimonial obligations or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which the OAG is not a party. This Assurance is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by the District.
43. This Assurance may not be amended except by an instrument in writing signed on behalf of all the Parties to this Assurance.
44. This Assurance may be executed in multiple counterparts.
45. This Assurance shall be binding on and inure to the benefit of the Parties to this Assurance and their respective successors and assigns, provided that no party, other than the OAG, may assign, delegate, or otherwise transfer any of its rights or obligations under this Assurance without the prior written consent of the OAG.
46. In the event that any one or more of the provisions contained in this Assurance shall for any reason be held to be invalid, illegal, or unenforceable in any respect, in the sole discretion of the OAG such invalidity, illegality, or unenforceability shall not affect any other provision of this Assurance.

47. If the Assurance is voided or breached, the District agrees that any statute of limitations or other time-related defenses applicable to the subject of the Assurance and any claims arising from or relating thereto are tolled from and after the date of this Assurance. In the event the Assurance is voided or breached, the District expressly agrees and acknowledges that this Assurance shall in no way bar or otherwise preclude the OAG from commencing, conducting or prosecuting any investigation, action or proceeding, however denominated, related to the Assurance, against the District, or from using in any way any statements, documents or other materials produced or provided by the District prior to or after the date of this Assurance.
48. No provision of this Assurance shall be interpreted to require the disclosure of student education records where prohibited by the Family Educational Rights and Privacy Act.
49. To the extent not already provided under this Assurance, the District agrees to, upon request by the OAG, provide all documentation and information necessary for the OAG to verify compliance with this Assurance.
50. All notices, reports, requests, and other communications to any party pursuant to this Assurance shall be in writing and shall be directed as follows:

OAG
Justin Deabler
Assistant Attorney General
Office of the Attorney General
Civil Rights Bureau
120 Broadway
New York, New York 10271
(212) 416-8250
(212) 416-8074 (fax)
Civil.Rights@ag.ny.gov (email)

The District
Patricia Wright
District Clerk
Hempstead Union Free School District
185 Peninsula Boulevard
Hempstead, NY 11550

Any changes in the person to whom communications should be specifically directed shall be made in advance of the change.

51. Acceptance of this Assurance by the OAG shall not be deemed approval by the OAG of any of the practices or procedures referenced herein, and the District shall make no representation to the contrary.
52. Notwithstanding any provisions of this Assurance to the contrary, the OAG shall consider requests, when necessary, for reasonable extensions of time for the District to perform any obligations required herein.
53. Should the OAG find a breach of any component of this Assurance, the District will be notified of the breach in writing, after which the District will have fourteen (14) days to cure the breach and/or to object in writing to the OAG. Upon receipt of any objection, the OAG will make a final determination as to whether a material breach has occurred.
54. If a court of competent jurisdiction determines that the District has breached this Assurance, the District shall pay to the OAG the cost, if any, of such determination and of enforcing this Assurance, including without limitation legal fees, expenses, and court costs.
55. Nothing contained herein shall be construed so as to deprive any person of any private right under the law.

