

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA HUMAN RELATIONS COMMISSION

NANCY R. PORTERFIELD,)

Complainant)

-vs-

) Docket No. E-5409-P

SOUTHWEST BUTLER COUNTY SCHOOL)

DISTRICT, DALE W. SMITH,)
SUPERINTENDENT,)

Respondent)

FINDINGS OF FACT, CONCLUSIONS OF LAW,
COMMISSION'S DECISION, AND FINAL ORDER

FINDINGS OF FACT

1. Individual complainant is Nancy R. Porterfield, residing at R. D. 2, Box 173, Zelienople, Pennsylvania.
2. Respondent herein is Southwest Butler County School District, Dale W. Smith, Superintendent.
3. The handbook provided to employes of the Southwest Butler County School District in July of 1972 sets forth the following maternity leave policy:

MATERNITY LEAVE

- a. All requests for maternity leave shall be submitted in writing to the Superintendent as soon as the condition of pregnancy has been established. The application for leave shall state the expected birth date.
- b. A teacher shall be required to take leave beginning not less than five months prior to the anticipated birth of the child and this leave shall continue for one year from September immediately following the date beginning the leave. The Superintendent has the power to use his judgment relative to the granting of up to two less months of leave in special cases.
- c. No salary shall be paid an employee while she is on maternity leave.
- d. A teacher returning to duty shall be placed on the same step of the salary schedule as that prior to the maternity leave unless the leave began subsequent to April 15. In that event she shall be placed upon the step she would have been placed had she satisfactorily completed the school year in which she was employed.

- e. On or before May 1, a teacher granted leave shall indicate to the School Board, in writing, her intention of returning to school in September. Failure to do so will be construed as a decision not to return.
- f. Before being permitted to return to her position, the employee shall submit satisfactory evidence that she is in fit condition to perform the duties of her position in her school.
- g. In the event of an incomplete pregnancy or death of the child an application for return to duty may be submitted for a date earlier than that in "b" above. In that event, the Board will give consideration to the application if recommended by the Superintendent and subject to the availability of a suitable position.
- h. Only married women shall be eligible for maternity leave.
- i. Failure to apply for maternity leave in accordance with the above regulations shall be regarded as a breach of contract and may be cause for dismissal.
- j. Nothing in these regulations shall be construed as obliging the School Board to grant leaves of absence to married women employees who are not under tenure.

(Complainant's Exhibit B)

4. The current employee handbook of Southwest Butler County School District reads as above with the exception that the portion of paragraph 6 stating that a pregnant teacher shall resign at the end of the fourth month of pregnancy has been deleted.

5. Nancy R. Porterfield was employed by respondent as an elementary teacher on July 14, 1972. (Complainant's Exhibit A)

6. Ms. Porterfield wrote to respondent on October 8, 1972:

"I have learned that I am pregnant. Our child should be born about mid-April 1973.

I like my work in Southwest and I would like to continue teaching at Evans City Elementary School for the duration of my contract, taking off only enough time for the birth and a short recovery period. I think that I can, in the pioneer spirit of my South Dakota grandparents, manage within the ten days sick leave allowed. My gynecologist believes this to be feasible."

(Respondent's Exhibit 2)

7. On October 13, 1972, respondent replied, in part, to Ms.

Porterfield's letter requesting a ten-day maternity leave:

.....This policy for professional personnel is that "in the event of pregnancy, the teacher involved will be expected to resign at the end of the fourth month of pregnancy."

While I admire the spirit in which you state that you "would like to continue teaching at Evans City Elementary School for the duration of my contract, taking off only enough time for the birth and a short recovery period. I think that I can, in the pioneer spirit of my South Dakota grandparents, manage within the ten days' sick leave allowed," I do not think it is feasible or desirable to try to effect a change in existing policy

However, the School Board has granted authority to the Superintendent to extend up to two months longer the period of time a teacher may teach during the time she is pregnant.

This additional time has been granted to some teachers when circumstances such as physical condition, ability to perform assigned duties, teaching effectiveness, etc., were all favorable. Practice has been to have the teacher resign in accordance with policy and then stay on the additional two months as determined by these criteria on a week-to-week basis.

I am sorry that it will not be possible for you to complete your first year of teaching at Southwest.

(Complainant's Exhibit C)

8. On December 8, 1972, Ms. Porterfield was required to terminate her employment in accordance with respondent's maternity leave policy.

(R-8,24).

9. On February 13, 1973, the Southwest Butler County School Board allowed Ms. Porterfield to return to work in the position of a substitute teacher, after the Pennsylvania Supreme Court decision in Cerra v. East Stroudsburg Area School District. (R-8,25)

10. Ms. Porterfield's last day of work before giving birth was March 15. She availed herself of her sick leave in order to deliver her child, born March 16, 1973. After a brief recovery period, during which she utilized ten sick days and one emergency leave day, Ms. Porterfield returned to work April 2, 1973. (R-13).

11. Had respondent's maternity leave not prohibited Ms. Porterfield from working, she would have earned \$44.05 per day for the forty work days between December 8, 1972 and February 13, 1973. (R-26).

12. Nothing in respondent's present maternity policy precludes refusal, on the sole basis of pregnancy, to hire a pregnant woman. (R-29-30)

13. Respondent applies the sanction of termination of employment for failure to apply for leave in accordance with stated provisions only to maternity leave; sabbatical, sick and military leaves are not subject to such sanction. (R-41).

Upon all the evidence in the public hearing and in consideration of the foregoing Findings of Fact, the Pennsylvania Human Relations Commission makes the following Conclusion of Law:

1. At all times herein mentioned, the Pennsylvania Human Relations Commission had and still has jurisdiction over complainant and respondent and the subject matter of the complaint herein under the Pennsylvania Human Relations Act, Act of October 27, 1955, P. L. 744, as amended.

2. 43 P. S. Section 955 provides in part as follows:

"It shall be an unlawful discriminatory practice, unless based upon a bona fide occupational qualification . . . (a) for any employer, because of the race, color, religious creed, ancestry, age, sex or national origin of any individual to refuse to hire or employ, or to bar or discharge from employment such individual, or to otherwise discriminate against such individual with respect to compensation, hire, tenure, terms, conditions or privileges of employment . . ."

3. The Pennsylvania Human Relations Commission had adopted Guidelines on Sex Discrimination, Pennsylvania Bulletin No. 24, page 707 (December 19, 1970), which were in effect at the time the instant discriminatory practice arose.

4. Section 83-112 of the Basic Education Handbook published by the Pennsylvania Department of Education reads as follows:

Inquiries were raised whether a policy and regulations of the Human Relations Commission on employment practices was binding upon school districts. The Department of Justice replied as follows on January 21, 1971: It is our opinion that school districts are bound by the regulations of the Human Relations Commission.

Although the Supreme Court of Pennsylvania did not hold that a school board's maternity policy is subject to the terms of the Pennsylvania Human Relations Act until January 19, 1973 (Cerra v. East Stroudsburg Area School District) in January of 1971, the Justice Department had determined Human Relations Commission's Guidelines to be binding upon the school district.

5. The required cessation of Nancy Porterfield's teaching activities on December 8, 1972, did not consider her individual ability to perform the functions and duties of her job; rather the decision of the respondent was based on general assumptions attributed to a given sex.

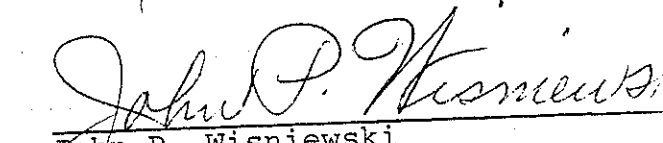
6. Paragraph b of the Southwest Butler County School District's Employee Handbook, since deleted, was violative of Section 5(a) of the Pennsylvania Human Relations Act.

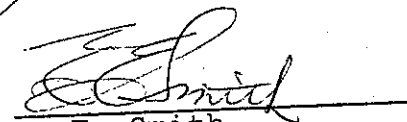
7. Paragraphs h, i, and j of the Southwest Butler County School District's Employee Handbook, currently in effect, are violative of Section 5(a) of the Pennsylvania Human Relations Act.

8. The current maternity leave policy of Southwest Butler County School District violates Section 5(a) of the Pennsylvania Human Relations Act by failing to prevent the respondent from rejecting an applicant solely on the basis of pregnancy.

It is, therefore, recommended that the Pennsylvania Human Relations Commission enter an order against respondents requiring them to eliminate unlawful provisions of their maternity leave policy and pay damages to the complainant.


Elizabeth M. Scott
Presiding Commissioner


John P. Wisniewski
Hearing Commissioner


E. E. Smith
Hearing Commissioner

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA HUMAN RELATIONS COMMISSION

NANCY R. PORTERFIELD,
Complainant

vs.

SOUTHWEST BUTLER COUNTY
SCHOOL DISTRICT, DALE W. SMITH,
SUPERINTENDENT,
Respondent

)
)
) Docket No. E-5409-P
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)
)

FINAL ORDER

AND NOW, this 30th day of June, 1974, upon consideration of the foregoing Findings of Fact, Conclusions of Law and Commission's Decision, and pursuant to Section 9 of the Pennsylvania Human Relations Act, Act of October 27, 1955, P.L. 744, as amended, the Pennsylvania Human Relations Commission

ORDERS:

1. Respondent, Southwest Butler County School District, shall pay Nancy Porterfield, Complainant, the sum of \$1,762.00, representing the amount she would have earned had she been permitted to work from December 8, 1972 to February 13, 1973.
2. The total amount of the instant award will bear interest at the rate of 6% per annum, said interest beginning ^{July 31, 1974} thirty days from the date of this order, if full payment has not been made to Complainant by such time.
3. Respondent is directed to change its present maternity leave policy as articulated in its Employee Handbook by deleting any mandatory time constraints imposed upon a woman taking a maternity leave, by allowing unmarried as well as married women to avail themselves of maternity leave, and by inserting language stating that pregnant women shall be eligible for employment at Southwest Butler County School District.
4. Respondent is directed to change its present maternity leave policy as it may be articulated in any manual, form, collective bargaining agreement or any other publication in which it may appear in order to comply with Section 5(a) of the Pennsylvania Human Relations Act and with maternity leave guidelines promulgated by the Pennsylvania Human Relations Commission.

5. Copies of said changes and of any new policy adopted by respondent shall be mailed for approval of the Pennsylvania Human Relations Commission within thirty days to: Pennsylvania Human Relations Commission, 100 N. Cameron Street, Harrisburg, Pennsylvania 17101.

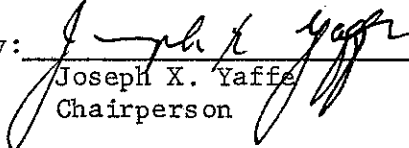
6. Respondent is directed to advise all present and incoming teachers, in writing, within thirty days of entrance of the final order of the changes so made, and a copy of said notification shall be mailed to the Pennsylvania Human Relations Commission, 100 N. Cameron Street, Harrisburg, Pennsylvania 17101.

7. Respondent is directed to submit a written statement to the Pennsylvania Human Relations Commission, 100 N. Cameron Street, Harrisburg, Pennsylvania 17101, that in granting leaves of absence the respondent will not discriminate on the basis of race, color, religious creed, ancestry, age, sex or national origin.

8. Respondent is directed to post the Pennsylvania Human Relations Fair Employment Notice in an accessible, well-lighted place, and properly maintain it.

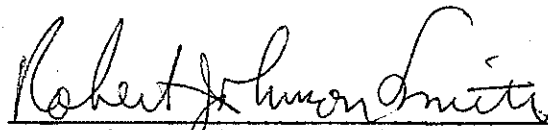
PENNSYLVANIA HUMAN RELATIONS COMMISSION

By:



Joseph X. Yaffe
Chairperson

ATTEST.



Dr. Robert Johnson Smith
Secretary

SOUTHWEST BUTLER COUNTY SCHOOLS

LEAVE OF ABSENCE POLICY

- Section 1. On the opening day of the school year each professional and temporary professional employee shall be credited with ten days sick leave allowance. The unused portion of each sick leave allowance shall be accumulated from year to year without limitation.
- Section 2. When a professional or temporary professional employee is prevented by illness, accidental injury, temporary physical disability due to childbirth or premature termination of pregnancy, from following his or her occupation, the school district shall pay such employee full salary for each day of absence until all accumulated sick leave credited to said employee has been exhausted. Provided, however, that no employee's salary shall be paid if the accidental injury is incurred while the employee is engaged in remunerative work unrelated to school duties.
- Section 3. Upon return to school following an absence under aforesaid provisions, an employee must present to his or her building principal a certificate from a physician certifying a need for absence, if the absence is for four or more days. If the absence is for less than four days, the employee shall provide a written statement of the reason for absence.
- Section 4. Professional and temporary professional employees may be absent a total of five days annually without loss of pay because of illness in the immediate family. This absence will be charged against the employee's sick leave.
- Section 5. Any abuse of the sick leave rules and regulations shall cause forfeiture of right to sick leave benefits or docking of pay on a pro rata basis for such period or periods of time as the Board of School Directors may deem proper.

Section 6. A professional or temporary professional employee who is unable to follow his or her occupation because of personal illness or accidental injury, shall be granted a leave of absence without pay in accordance with the following for the duration of such illness or accidental injury, as certified to by the attending physician, up to one year from established date of the exhaustion of accumulated sick leave. All such leaves will be granted at the sole discretion of the Board of School Directors based upon the particular facts and circumstances of each individual applicant for such leave of absence.

Section 7. Professional or temporary professional employees shall be eligible for childbirth leave of absence provided as follows:

- a. Professional or temporary professional employees who become pregnant shall be granted childbirth leave of absence.
- b. Request for childbirth leave of absence shall be submitted in accordance with Section 8 hereof. In no case shall the total amount of childbirth leave exceed one year from the date of leave.
- c. In no case shall the professional or temporary professional employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.
- d. Should a professional or temporary professional employee not desire a childbirth leave of absence, she is entitled to use all accumulated sick leave for the period that she is unable to work as certified by a physician. A professional or temporary professional employee who utilizes childbirth leave of absence is entitled to carry over unused sick leave until her return.

- e. Unpaid childbirth leave of absence shall be governed by the following paragraphs herein.

Section 8. Application for unpaid leave of absence shall be on a form provided by the Board of School Directors and submitted to the Superintendent and shall contain the following information:

- a. Name and address
- b. Date of contract with school district
- c. Certificate held and subjects listed thereon
- d. Teaching assignment
- e. Nature of illness
- f. Name and address of applicant's physician
- g. Period of time for which leave is requested
- h. Date on which leave is to begin
- i. Certification from physician as to employee's physical inability to perform duties of occupation and a statement from physician as to the estimated duration of disability.

The application shall be submitted as soon as reasonably possible after said employee learns of any fact which would necessitate his or her taking such leave of absence, and, except in case of an emergency, such application shall be submitted at least thirty days prior to date on which leave is to begin.

Section 9. An unpaid leave of absence granted to professional or temporary professional employee pursuant to aforesaid provisions shall be subject to the following conditions:

- a. The school district shall not be liable for payment of costs for any fringe benefits under any agreement during such leave of absence.
- b. The school district will not make any contribution towards retirement fund, insurance programs, etc. for employees involved during such leave of absence.
- c. The period of such leave of absence shall not be considered as service in or to the school district in the computation of or placement upon a salary schedule,

retirement, longevity, or any other matter in which years of service in the school district may be a factor.

- d. The employee at his or her option may continue as an active participant in any group insurance program during the leave of absence by making arrangements with the administration for the payment, by the employee, of the premium necessary to continue said insurance in effect during the period of the leave of absence.

Section 10. An employee granted an unpaid leave of absence shall be reemployed in accordance with the following provisions:

- a. If the employee notifies the Superintendent, in writing, of his or her intention to return to active duty within thirty days, subject to paragraph f. hereof, after recovery from the illness, accidental injury, or termination of physical disability due to childbirth or other disabilities related to pregnancy, or to return to active duty from childbirth leave, the Board shall offer him or her the same professional assignment, or a substantially equivalent professional assignment, held prior to taking such leave of absence, if said assignments are available. If said assignments are not available, the Board shall offer to him or her any other available assignment for which he or she is certified until such time as the Board can, through established placement procedures, offer him or her the professional assignment he or she held previously, or one substantially similar.
- b. Said notice of intention to return to active employment shall be accompanied by a statement from a physician or other practitioner certifying that the employee is physically able to perform the duties of his or her occupation.

- c. If the professional or temporary professional employee fails, upon request of the Board, to produce satisfactory medical certification as to the continued existence of illness or disability, then the employee shall be deemed to be absent without leave and the school district shall be under no obligation to reemploy him or her.
- d. Any request for reemployment received by the Board to have reemployment begin less than forty-five school days prior to the close of the school year shall be deferred until the end of the school year, and the Board shall be under no obligation to reemploy until the beginning of the next semester.
- e. Any professional or temporary professional employee reemployed after termination of a leave of absence without pay shall be placed upon the same step of the salary schedule as that held prior to the leave unless the leave began subsequent to April 1. In the event he or she shall be placed upon the step he or she would have been placed had he or she satisfactorily completed the school year in which he or she was employed.
- f. A professional or temporary professional employee on unpaid leave of absence who will not return to active duty until the beginning of the new school year starting in September, shall indicate to the School Board, in writing, on or before July 1, his or her intention of returning to school in September. Failure to do so will be construed as a decision not to return and that teacher's employment will be declared at an end as of July 1. A professional or temporary professional employee on unpaid leave of absence, who will not return to active duty until the beginning of the second

semester of the school year, shall indicate to the School Board, in writing, his or her intention on or before December 1 of returning to school at the beginning of the second semester. Failure to do so will be construed as a decision not to return and that teacher's employment shall be declared at an end as of December 1.

COMMONWEALTH OF PENNSYLVANIA
PENNSYLVANIA HUMAN RELATIONS COMMISSION

NANCY R. PORTERFIELD,)
Complainant)
vs.) Docket No. E-5409-P
SOUTHWEST BUTLER COUNTY)
SCHOOL DISTRICT, DALE W.)
SMITH, SUPERINTENDENT,)
Respondent)

AMENDED FINAL ORDER

AND NOW, this _____ day of _____, 1975, upon consideration of the foregoing Findings of Fact, Conclusions of Law and Commission's Decision, and pursuant to Section 9 of the Pennsylvania Human Relations Act, Act of October 27, 1955, P.L. 744, as amended, the Pennsylvania Human Relations Commission

ORDERS:

1. Respondent, Southwest Butler County School District, shall pay Nancy Porterfield, Complainant, the sum of \$1,762.00 representing the amount she would have earned had she been permitted to work from December 8, 1972, to February 13, 1973.
2. The total amount of the instant award will bear interest at the rate of 6% per annum, said interest beginning July 31, 1974, if full payment has not been made to Complainant by such time.
3. Respondent is directed to change its present maternity leave policy as articulated in its Employee Handbook by deleting any mandatory time constraints imposed upon a woman taking a maternity leave.
4. Respondent is directed to change its present maternity leave policy as it may be articulated in any manual, form, collective bargaining agreement or any other publication in which it may appear in order to comply with Section 5(a) of the Pennsylvania Human Relations Act and with maternity leave guidelines

promulgated by the Pennsylvania Human Relations Commission.

5. Copies of said changes and of any new policy adopted by respondent shall be mailed for approval of the Pennsylvania Human Relations Commission within thirty days to: Pennsylvania Human Relations Commission, 100 N. Cameron Street, Harrisburg, Pennsylvania 17101.

6. Respondent is directed to advise all present and incoming teachers, in writing, within thirty days of entrance of the final order, of the changes so made, and a copy of said notification shall be mailed to the Pennsylvania Human Relations Commission, 100 N. Cameron Street, Harrisburg, Pennsylvania 17101.

7. Respondent is directed to submit a written statement to the Pennsylvania Human Relations Commission, 100 N. Cameron Street, Harrisburg, Pennsylvania 17101 that applicants for teaching positions shall not be denied employment at Southwest Butler County School District solely because of a condition of pregnancy existing at the time of application. Pregnancy shall not be a per se bar to employment.

8. Respondent is directed to post the Pennsylvania Human Relations Fair Employment Notice in an accessible, well-lighted place, and properly maintain it.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

By: _____
Doris M. Leader
Vice-Chairperson

ATTEST,

Dr. Robert Johnson Smith
Secretary

COMMONWEALTH OF PENNSYLVANIA

GOVERNOR'S OFFICE

PENNSYLVANIA HUMAN RELATIONS COMMISSION

NANCY R. PORTERFIELD, :
Complainant :
vs. : Docket No. E-5409-P
SOUTHWEST BUTLER COUNTY :
SCHOOL DISTRICT, DALE W. :
SMITH, SUPERINTENDENT, :
Respondent :

AMENDED FINAL ORDER

AND NOW, this 23rd day of February, 1975, upon consideration of the foregoing Findings of Fact, Conclusions of Law and Commission's Decision, and pursuant to Section 9 of the Pennsylvania Human Relations Act, Act of October 27, 1955, P.L. 744, as amended, the Pennsylvania Human Relations Commission

ORDERS:

1. Respondent, Southwest Butler County School District, shall pay Nancy Porterfield, Complainant, the sum of \$1,762.00 representing the amount she would have earned had she been permitted to work from December 8, 1972, to February 13, 1973.
2. The total amount of the instant award will bear interest at the rate of 6% per annum, said interest beginning July 31, 1974, if full payment has not been made to Complainant by such time.
3. Respondent is directed to change its present maternity leave policy as articulated in its Employee Handbook by deleting any pregnant requirements which mandate that pregnant employees take leave automatically at or for a specified period of time.

4. Respondent is directed to change its present maternity leave policy as it may be articulated in any manual, form, collective bargaining agreement or any other publication in which it may appear in order to comply with Section 5(a) of the Pennsylvania Human Relations Act and with maternity leave guidelines promulgated by the Pennsylvania Human Relations Commission.

5. Copies of said changes and of any new policy adopted by respondent shall be mailed for approval of the Pennsylvania Human Relations Commission within thirty days to: Pennsylvania Human Relations Commission, 100 N. Cameron Street, Harrisburg, Pennsylvania 17101.

6. Respondent is directed to advise all present and incoming teachers, in writing, within thirty days of entrance of the final order, of the changes so made, and a copy of said notification shall be mailed to the Pennsylvania Human Relations Commission, 100 N. Cameron Street, Harrisburg, Pennsylvania 17101.

7. Respondent is directed to submit a written statement to the Pennsylvania Human Relations Commission, 100 N. Cameron Street, Harrisburg, Pennsylvania 17101, that applicants for teaching positions shall not be denied employment at Southwest Butler County School District solely because of a condition of pregnancy existing at the time of application. Pregnancy shall not be a per se bar to employment.

8. Respondent is directed to post the Pennsylvania Human Relations Fair Employment Notice in an accessible, well-lighted place, and properly maintain it.

PENNSYLVANIA HUMAN RELATIONS COMMISSION

By: Doris M. Leader
Doris M. Leader
Vice-Chairperson

ATTEST

Robert Johnson Smith
Dr. Robert Johnson Smith
Secretary

BOARD OF SCHOOL DIRECTORS OF THE
SOUTHWEST BUTLER COUNTY SCHOOL DISTRICT

The Pennsylvania Human Relations Commission
100 N. Cameron Street
Harrisburg, Pennsylvania 17101

Re: Nancy R. Porterfield vs. Southwest Butler County School District

To Whom It May Concern:

This statement is provided in accordance with Paragraph 7 of the Amended Final Order in the above captioned matter.

Applicants for teaching positions shall not be denied employment at Southwest Butler County School District solely because of a condition of pregnancy existing at the time of application. Pregnancy shall not be a *per se* bar to employment.

Very truly yours,

PAUL D. JONES, JR.
President, Board of
School Directors

LEAVE OF ABSENCE POLICY

- Section 1. On the opening day of the school year each professional and temporary professional employee shall be credited with ten days sick leave allowance. The unused portion of each sick leave allowance shall be accumulated from year to year without limitation.
- Section 2. When a professional or temporary professional employee is prevented by illness, accidental injury, or temporary physical disability from following his or her occupation, the school district shall pay such employee full salary for each day of absence until all accumulated sick leave credited to said employee has been exhausted. Provided, however, that no employee's salary shall be paid if the accidental injury is incurred while the employee is engaged in remunerative work unrelated to school duties.
- Section 3. Upon return to school following an absence under aforesaid provisions, an employee must present to his or her building principal a certificate from a physician certifying a need for absence, if the absence is for four or more days. If the absence is for less than four days, the employee shall provide a written statement of the reason for absence.
- Section 4. Professional and temporary professional employees may be absent a total of five days annually without loss of pay because of illness in the immediate family. This absence will be charged against the employee's sick leave.
- Section 5. Any abuse of the sick leave rules and regulations shall cause forfeiture of right to sick leave benefits or docking of pay on a pro rata basis for such period or periods of time as the Board of School Directors may deem proper.
- Section 6. A professional or temporary professional employee who is unable to follow his or her occupation because of personal illness or accidental injury or temporary physical disability, shall be granted a leave of absence without pay in accordance with the following for the duration of such illness or accidental injury, as certified to by the attending physician, up to one year from established date of the exhaustion of accumulated sick leave. All such leaves will be granted at the sole discretion of the Board of School Directors based upon the particular facts and circumstances of each individual applicant for such leave of absence.
- Section 7. Professional or temporary professional employees shall be eligible for childbirth leave of absence provided as follows:
- Professional or temporary professional employees who become pregnant shall be granted childbirth leave of absence.
 - Request for childbirth leave of absence shall be submitted in accordance with Section 8 hereof. In no case shall the total amount of childbirth leave exceed one year from the date of leave.
 - In no case shall the professional or temporary professional employee be required to leave prior to childbirth unless she can no longer satisfactorily perform the duties of her position.
 - Should a professional or temporary professional employee not desire a childbirth leave of absence, she is entitled to use all accumulated sick leave for the period that she is unable to work as certified by a physician. A professional or temporary professional employee who utilizes childbirth leave of absence is entitled to utilize all accumulated sick leave for the period that she is unable to work as certified by a physician, but may carry over any unused sick leave until her return from childbirth leave.
 - Unpaid childbirth leave of absence shall be governed by the following paragraphs herein.
- Section 8. Application for unpaid leave of absence shall be on a form provided by the Board of School Directors and submitted to the Superintendent and shall contain the following information:
- Name and address.

- b. Date of contract with school district.
- c. Certificate held and subjects listed thereon.
- d. Teaching assignment.
- e. Nature of illness. Not applicable in use of childbirth leave of absence.
- f. Name and address of applicant's physician.
- g. Period of time for which leave is requested
- h. Date on which leave is to begin.
- i. Certification from physician as to employee's physical inability to perform duties of occupation and a statement from physician as to the estimated duration of disability. Not applicable in case of childbirth leave of absence.

The application shall be submitted as soon as reasonably possible after said employee learns of any fact which would necessitate his or her taking such leave of absence, and, except in case of an emergency, such application shall be submitted at least thirty days prior to date on which leave is to begin.

Section 9. An unpaid leave of absence granted to professional or temporary professional employees pursuant to aforesaid provisions shall be subject to the following conditions:

- a. The school district shall not be liable for payment of costs for any fringe benefits under any agreement during such leave of absence.
- b. The school district will not make any contribution towards retirement fund, insurance programs, etc. for employees involved during such leave of absence.
- c. The period of such leave of absence shall not be considered as service in or to the school district in the computation of or placement upon a salary schedule, retirement, longevity, or other matter in which years of service in the school district may be a factor.
- d. The employee at his or her option may continue as an active participant in any group insurance program during the leave of absence by making arrangements with the administration for the payment, by the employee, of the premium necessary to continue said insurance in effect during the period of the leave of absence.

Section 10. An employee granted an unpaid leave of absence shall be reemployed in accordance with the following provisions:

- a. If the employee notifies the Superintendent, in writing, of his or her intention to return to active duty within thirty days, subject to paragraph f hereof, after recovery from the illness, accidental injury, or termination of physical disability due to childbirth or other disabilities related to pregnancy, or to return to active duty from childbirth leave, the Board shall offer him or her the same professional assignment, or a substantially equivalent professional assignment, held prior to taking such leave of absence, if said assignments are available. If said assignments are not available, the Board shall offer to him or her any other available assignment for which he or she is certified until such time as the Board can, through established placement procedures, offer him or her the professional assignment he or she held previously, or one substantially similar.
- b. Said notice of intention to return to active employment shall be accompanied by a statement from a physician or other practitioner certifying that the employee is physically able to perform the duties of his or her occupation.

- c. If the professional or temporary professional employee fails, upon request of the Board, to produce satisfactory medical certification as to the continued existence of illness or disability, then the employee shall be deemed to be absent without leave and the school district shall be under no obligation to reemploy him or her.
- d. Any request for reemployment received by the Board to have reemployment begin less than forty-five school days prior to the close of the school year shall be deferred until the end of the school year, and the Board shall be under no obligation to reemploy until the beginning of the next semester.
- e. Any professional or temporary professional employee reemployed after termination of a leave of absence without pay shall be placed upon the same step of the salary schedule as that held prior to the leave unless the leave began subsequent to April 1. In the event he or she shall be placed upon the step he or she would have been placed had he or she satisfactorily completed the school year in which he or she was employed.
- f. A professional or temporary professional employee on unpaid leave of absence who will not return to active duty until the beginning of the new school year starting in September, shall indicate to the School Board, in writing, on or before July 1, his or her intention of returning to school in September. Failure to do so will be construed as a decision not to return and that teacher's employment will be declared at an end as of July 1. A professional or temporary professional employee on unpaid leave of absence, who will not return to active duty until the beginning of the second semester of the school year, shall indicate to the School Board, in writing, his or her intention on or before December 1 of returning to school at the beginning of the second semester. Failure to do so will be construed as a decision not to return and that teacher's employment shall be declared at an end as of December 1.