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**Council on Postsecondary Education
State of Rhode Island**

Policy Number

S-25 & P-18

Policy Title

The Council on Postsecondary Education Pregnancy Policy

Policy History

CPE Approved (07-09-2024)

Legal Citation

34 CFR Part 106

Pregnancy Policy

I. Policy Statement

The Council on Postsecondary Education, its constituent institutions of higher education (specifically, Rhode Island College and the Community College of Rhode Island) and the Office of Postsecondary Commissioner (collectively referred to as the “Covered Entities”) are committed to providing all students and employees with the opportunity to pursue and attain their individual goals as it relates to the Covered Entities’ admissions, employment, and educational programs or activities. This commitment includes students and employees who are pregnant, parenting, or experiencing pregnancy related conditions. The Covered Entities prohibit differential treatment or discrimination against students and employees based on the student or employee’s current, potential, or past parental, family, marital status, or pregnancy or related condition.

II. Definitions

“Pregnancy or related conditions” means:

- Pregnancy, childbirth, termination of pregnancy, or lactation.
- Medical conditions related to pregnancy, childbirth, termination of pregnancy, or lactation.
- Recovery from pregnancy, childbirth, termination of pregnancy, lactation, or related medical conditions.

“Parental Status” for the purposes of this policy means a person who, with respect to another person who is under the age of 18 or who is 18 or older but is incapable of self-care because of a physical or mental disability, is a biological parent; adoptive

parent; stepparent; foster parent; legal custodian or guardian; in loco parentis with respect to a person; or a person who is actively seeking legal custody, guardianship, visitation, or adoption of a person.

III. Student Pregnancy Disclosure

A student who is, or becomes, pregnant or has a related condition is strongly encouraged to notify the Covered Entity's TitleIX Coordinator as soon as possible. By doing so, the student and the TitleIX Coordinator can collaborate and develop an appropriate plan for the continuation of the student's education considering the unique nature of the Covered Entity's programs and requirements, as well as particular challenges the student may face while pregnant or while experiencing a pregnancy related condition.

If a Covered Entity's employee is informed of a student's pregnancy or related condition by a student or a person who has a legal right to act on behalf of the student, the employee must provide the student or the student's representative with the relevant TitleIX Coordinator's contact information for further assistance, unless the employee reasonably believes the Title IX Coordinator has already been notified.

Contact information for the Covered Entities' TitleIX Coordinators is as follows:

Community College of Rhode Island

Kara DiPaola

Title IX Coordinator & Assistant Director

Affirmative Action & Equal Opportunity

400 East Avenue

Warwick, RI 02886

401-825-1126

kddipaola@ccri.edu

Rhode Island College

Ashley Ruderman-Looff, PhD

Director of Institutional Equity

Title IX Coordinator & Affirmative Action Officer

600 Mount Pleasant Avenue
Providence, RI 02908
401-456-8218
arudermanlooff@ric.edu

Office of the Postsecondary Commissioner

Anne Marie Coleman, Esq.
Assistant Commissioner of Human Resources
560 Jefferson Boulevard, Suite 200
Warwick, Rhode Island 02886
401-736-1100
annemarie.coleman@riopc.edu

The employee will also inform the student or the student's representative that the TitleIX Coordinator can coordinate specific actions to prevent sex discrimination and ensure the student's equal access to the Covered Entity's education programs or activities. However, the choice to declare a student's pregnancy is voluntary, and students and employees are not required to disclose this information to the Covered Entity.

After being notified by a student or the student's representative of the student's pregnancy or related condition, the TitleIX Coordinator will do the following:

- Inform the student about the Covered Entity's prohibition on sex discrimination, including sex-based harassment.
- Provide the student with the option of reasonable modifications due to the student's pregnancy or related conditions.
- Allow the student voluntary access to any separate and comparable portion of the Covered Entity's education programs or activities.

- Allow the student a voluntary leave of absence for medical reasons and reinstatement for the student upon return from leave.
- Provide the student with a private, clean space for lactation that is a space other than a bathroom and is shielded from view and free from intrusion from others.

The Covered Entity will not require students to submit supporting documentation for the above items, unless the documentation is necessary and reasonable for the Covered Entity to determine the reasonable modifications to make, or whether to take additional, specific actions. Situations where supporting documentation is not necessary may include, but are not limited to, when the student's need for a specific action is obvious, such as when a student who is pregnant needs a bigger uniform; when the student has previously provided the Covered Entity with sufficient supporting documentation; when the reasonable modification at issue is allowing a student to carry or keep water nearby and drink, use a bigger desk, sit or stand, or take breaks to eat, drink, or use the restroom; when the student has lactation needs; or when the requested action is available to other students for reasons other than pregnancy or related conditions and such students are not required to submit supporting documentation.

Additionally, the Covered Entity will not require a student who is pregnant or has a related condition to provide certification from a healthcare provider or any other person that the student is physically able to participate in the Covered Entity's class, program, or extracurricular activity unless:

- The certified level of physical ability or health is necessary for the student's participation in the class, program, or extracurricular activity;

- The Covered Entity requires such certification of all students participating in the class, program, or extracurricular activity; and
- The information obtained is not used as a basis for discrimination.

IV. Options After Student Pregnancy Disclosure

Once a student has voluntarily disclosed a pregnancy or related condition to the Covered Entity, the student has the following options:

Continue in the Program

- If a student decides to continue in the program and desires to have any modifications to the Covered Entity's education programs and activities due to the pregnancy or related condition, the student should contact the Title IX Coordinator to discuss any reasonable modifications that may be necessary for the student to continue in the program. Such modifications, if any, are discussed in Section V below, and will be documented in the form in Addendum A which will be signed by both the student and a Covered Entity representative.
- The Covered Entity will also allow a student to voluntarily access any separate and comparable portion of the Covered Entity's education program or activity.

Voluntary Leave of Absence

- Students have the option to take a leave of absence due to pregnancy or related condition. However, such a leave of absence is not required. Should a student choose to take a leave of absence, a student is permitted to do so

based on the medical recommendation of the student's licensed healthcare provider.

- A leave of absence due to pregnancy or related condition may be for various amounts of time depending on a student's particular circumstances and the period deemed medically necessary by the student's licensed healthcare provider. Such a leave may be extended if deemed medically necessary by the student's licensed healthcare provider.
- Students are encouraged to communicate with faculty and supervisors regarding plans for leave to ensure a smooth return to campus.
- International students are further encouraged to contact their international advisor immediately, as a leave could require the student to leave the country.
- When a student returns from a leave of absence, the student will be reinstated to the same academic status and, where applicable, extracurricular status, that the student held prior to their leave of absence. This includes the opportunity to make up any work the student missed while on leave.
- If taking a leave of absence due to a pregnancy or related condition, the Education Plan in AddendumB will be discussed and signed by the student and a Covered Entity representative.

Withdraw from the Covered Entity

- The student may, in their sole discretion, determine that they must withdraw from the Covered Entity for an indefinite period or permanently due to their pregnancy or related condition. Existing Covered Entity withdrawal procedures, and readmission procedures (if applicable) apply.

V. Reasonable Modifications for Students

The Covered Entity will treat pregnancy or related conditions, or temporary disability resulting from pregnancy or related conditions, consistent with the Covered Entity's policy on temporary medical conditions.

Reasonable modifications for pregnancy or related conditions will be provided to students based on their individualized needs. Such reasonable modifications will be identified through an interactive process with the student; however, a modification is not reasonable if it fundamentally alters the nature of the Covered Entity's education program or activity.

Reasonable modifications may include, but are not limited to:

- Breaks during class to attend to any necessary medical or lactation needs
- Access to online education
- Excused absences to attend medical appointments
- Schedule or course changes
- Test rescheduling
- Time extensions for coursework
- Counseling
- Physical space or supply changes
- Elevator access
- Other appropriate policy, practice, or procedure modifications

Students may accept or decline each reasonable modification offered by the Covered Entity.

VI. Reasonable Modifications for Employees

The Covered Entity will treat employee pregnancy or related conditions as any other temporary medical condition for all job-related purposes and will provide accommodations as appropriate. The Covered Entity will further adhere to its leave policies for employee pregnancy or related conditions.

VII. Lactation Stations & Information

The Covered Entities provide lactation stations across campus for breastfeeding students and employees. These spaces provide a private, clean area where students and employees are shielded from view and free from intrusion.

The Covered Entities also allow reasonable break time for employees to express breast milk or breastfeed as needed.

VIII. Questions or Concerns

A student who has questions about this policy or who is concerned about its implementation should contact the TitleIX Coordinator using the contact information listed in Section III of this policy. Employees with questions about the policy or concerns about its implementation should contact HR at:

Community College of Rhode Island

Human Resources

400 East Avenue

Warwick, R.I. 02886-1807

Phone: 401-825-2311

humanresources@ccri.edu

Rhode Island College

Human Resources

600 Mount Pleasant Avenue

Providence, RI 02908

Phone: 401-456-8216

employment@ric.edu

Office of the Postsecondary Commissioner

Anne Marie Coleman, Esq.

Assistant Commissioner of Human Resources

560 Jefferson Boulevard, Suite 200

Warwick, Rhode Island 02886

401-736-1100

annemarie.coleman@riopc.edu

Addendum A
Continuation in Program after Disclosing Pregnancy

I. Acknowledgements

By signing this form, [INSERT STUDENT NAME] (“Student”) acknowledges the following:

- Student has voluntarily disclosed their pregnancy to [insert institution name] (the “Covered Entity”) and intends to continue pursuing their degree in the Covered Entity’s [INSERT PROGRAM].
- Student understands there are other options available, including taking a leave of absence.
- Student understands there are potential risks to them and/or their fetus by continuing in the [INSERT PROGRAM]. The Covered Entity has advised Student to consult with their doctor to discuss these potential risks.
- Student assumes all responsibility related to these risks and any resulting losses or costs, including medical treatment and costs thereof.

II. Adjustments to Program

[In this section, describe any modifications that have been discussed and will be implemented based on the student’s pregnancy or related condition. Note if there have been no modifications implemented at the time of signature.]

A. [insert modification]

B. [insert modification]

- C. Student may request additional modifications at any time by contacting [insert Covered Entity personnel contact]

The Covered Entity and Student do hereby agree to the above.

[INSERT NAME], Student

Date

[INSERT NAME], [INSERT POSITION TITLE]

Date

[Institution Name]

Addendum B
Education Plan for Pregnancy Leave

[Insert institution name] (the “Covered Entity”) and [INSERT NAME OF STUDENT] (“Student”) have agreed to the following conditions related to Student’s leave of absence related to their pregnancy or related condition. Student’s leave of absence is scheduled to begin on [INSERT DATE] and Student is anticipating a return to school [INSERT DATE OR TERM]. Student and the Covered Entity acknowledge that Student may take a longer leave if it is deemed medically necessary by Student’s doctor, and the parties agree to meet and discuss this Education Plan if that occurs.

I. Academics

[In this section, discuss where Student currently stands academically, what modifications to the Student’s courses/degree track will be necessary because of the leave of absence, what classes the Student will be enrolled in upon return, etc.]

II. Financial Aid/Scholarships

[In this section, discuss current financial aid/scholarship/funding situation and any implications from taking leave.]

III. Additional Matters

[In this section, discuss any additional matters that are relevant to a particular situation, including any logistical considerations for a student’s readmission following a leave.]

- A. Student agrees to contact [INSERT APPROPRIATE PERSONNEL] ____ [days/weeks/months] in advance of Student’s return to the Covered Entity to ensure a smooth transition back to school.

- B. Student will not be required to pay any application or readmission fees related to Student's readmission to the institution.

The Covered Entity and Student do hereby agree to the above.

[INSERT NAME], Student

Date

[INSERT NAME], [INSERT POSITION TITLE]

Date

[Institution Name]