

CHARGE OF DISCRIMINATION This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.		AGENCY <input type="checkbox"/> FEPA <input checked="" type="checkbox"/> EEOC		CHARGE NUMBER
COLORADO CIVIL RIGHTS DIVISION State or Local Agency, If any			and EEOC	
NAME (Indicate Mr., Ms., Mrs.) Heather Burgbacher			HOME TELEPHONE (Include Area Code) [REDACTED]	
STREET ADDRESS [REDACTED]		CITY, STATE AND ZIP CODE [REDACTED]		DATE OF BIRTH [REDACTED]
NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY, APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one, list below)				
NAME: Rocky Mountain Academy of Evergreen		NUMBER OF EMPLOYEES, MEMBERS > 30		TELEPHONE (Include Area Code) (303) 670-1070
STREET ADDRESS 2959 Royale Elk Way		CITY, STATE AND ZIP Evergreen, CO 80439		COUNTY Jefferson
NAME			TELEPHONE NUMBER (Include Area Code)	
STREET ADDRESS			CITY, STATE AND ZIP CODE	
CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))			DATE DISCRIMINATION TOOK PLACE EARLIEST (ADEA/EPA) LATEST (ALL) 2/18/2011	
<input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input checked="" type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> AGE <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (specify)			<input type="checkbox"/> CONTINUING ACTION	
THE PARTICULARS ARE (If additional paper is needed, attach extra sheet(s):				
<p>I. <u>Personal Harm</u>: This Charge is based on the termination of my contract of employment with Rocky Mountain Academy of Evergreen (RMAE), where I have been employed as a Technology Teacher and Coordinator since August 2006 until July 2011. On or about February 18, 2011, I was informed that my teaching contract at would not be renewed for the 2011-2012 school year. I believe that my employment was terminated because I chose to breastfeed my baby, and in order to produce and supply my baby with an adequate supply of my breast milk, I had to express, or "pump," breast milk at work. RMAE initially granted my request for a reasonable accommodation of my need to pump, but later withdrew its approval and denied my request. RMAE then failed to renew my employment contract in retaliation for my having asserted my rights.</p> <p>II. <u>Respondent's Defense</u>: I was informed that the non-renewal of my contract was not based on my performance or qualifications, but rather based on the fact that I was no longer a "good fit" for RMAE because of the "conflict" I caused by asserting my need to express breast milk during the school day.</p> <p>III. <u>Discrimination Statement</u>: RMAE has discriminated against me because I am a woman and because of a condition related to my pregnancy, in violation of the laws of the United States and the state of Colorado, which prohibit discrimination on the basis of sex. The term sex includes, but is not limited to, pregnancy, childbirth, and related medical conditions. Lactation is a medical condition related to pregnancy and childbirth. Moreover, just as discrimination against a woman because she is pregnant is sex discrimination, so too is discrimination against a woman to subject her to adverse treatment because she is lactating. I was also retaliated against for asserting my right to express breast milk at work and for opposing a practice that I believe to be unlawful under federal and state law.</p> <p>A. I was hired as the Technology Teacher and Coordinator at RMAE, a K-8 charter school that is part of the Jefferson County School District, in August 2006.</p>				
CONTINUED ON NEXT PAGE			<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> LAURA HARRIS Notary Public State of Colorado </div>	
I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and I will cooperate fully with them in the processing of my charge in accordance with their procedures.			NOTARY (When necessary for State & Local Requirements) <i>Laura Harris</i> <i>2-11-14</i> I swear or affirm that I have read the above charges and that it is true to the best of my knowledge, information and belief.	
I declare under penalty of perjury that the foregoing is true and correct			SIGNATURE OF COMPLAINANT	
Date <u>08/12/2011</u> <i>Heather Burgbacher</i> Charging Party (signature)			<i>Heather J. Burgbacher</i> Subscribed and sworn to before me this date (Date, month, and year) <u>12-08-2011</u>	

- B. I have received consistently strong performance reviews throughout my tenure with RMAE.
- C. Like all RMAE teachers, I work on an annual contract basis. Until 2011, RMAE had renewed my contract each year without significant discussion.
- D. I gave birth to my first child while teaching at RMAE in 2008. Under a different RMAE director than the one that terminated me this year, I was able to express breast milk at work without incident for the entire first year of my first child's life. I did not have a problem providing my baby with an adequate supply of breast milk.
- E. I gave birth to my second child in May 2010, and I returned to RMAE from maternity leave in August 2010. At that time, the previous director who had granted my earlier request for accommodation without issue was no longer at RMAE, and RMAE was under the direction of a new director, Dan Cohen.
- F. It is important to me and my husband that our children drink exclusively breast milk, and no formula, during their first year of life. This is not only because of the known health benefits of breast milk during the first year of life, but also because of the important bonding and emotional connection that breastfeeding allows between mother and child.
- G. Women who cannot be with their babies at all times need to use a breast pump to express milk so that there is a supply of milk on hand for the baby when the mother is not present to breastfeed, and to maintain their supply and production of breast milk. If a woman does not breastfeed or pump at frequent intervals, she will stop lactating. Without the ability to pump at work, I am unable to maintain a sufficient milk supply to even be able to breast feed in mornings and evenings, when I have the opportunity to be with my baby.
- H. Based on my experience with my first child, I knew that I would need to express milk three times per day while at work in order to maintain a sufficient breast milk supply to sustain my newborn baby.
- I. I did everything I could to fit my pumping schedule into my break schedule, so that my need to express milk would have as little effect on my work schedule as possible. I found I was able to fit all of my pumping into my break schedule, except, three days each week, when I would need twenty minutes of coverage of my classes. Specifically, on those days, I needed coverage during the last ten minutes of my first class, the ten minute break between classes, and the first ten minutes of my second class.
- J. I approached RMAE Director Dan Cohen and proposed that I could arrange the 15 minutes of coverage that was necessary for these three brief pump breaks. I told Mr. Cohen that the students would be prepped to work on assignments during my pumping breaks, so that the students would only need supervision, not actual teaching, while I was pumping. Mr. Cohen initially agreed to permit this arrangement, and RMAE accommodated me and provided coverage until November 17, 2010.
- K. On November 17, 2010, Dina Walton, RMAE's Business and HR Manager, called me into her office and informed me that the current pumping arrangement was no longer acceptable to her, and that my pumping schedule would no longer be accommodated.
- L. Ms. Walton instructed me to use my Thanksgiving vacation to rearrange my pumping schedule. I explained that I could not simply rearrange this biological schedule because it would adversely impact my breast milk production and therefore interfere with my ability to continue breastfeeding my child. Ms. Walton responded that I would need to consider supplementing my child's breast milk intake with formula, because it was not RMAE's responsibility to accommodate my pumping needs by providing coverage of my classes, even on this limited basis. Certainly, such an intimate child-rearing decision is not within the purview of one's employer.
- M. By the end of the following day (November 18, 2010), I coordinated with an RMAE staff member, Jill Bozzy, willing to cover my pump breaks during a time she did not have class. I proposed this arrangement to Mr. Cohen, but he declined to allow Ms. Bozzy to cover my breaks, and therefore refused the accommodation I had requested.
- N. Over the next two weeks, I managed to continue pumping, but because of the stress I was suffering as a result of RMAE's failure to accommodate my need to pump, my milk supply decreased.
- O. On December 1, 2010, I received an email from Ms. Walton informing me of a mandatory mediation regarding Colorado's Nursing Mothers Law to take place on December 7, 2010.
- P. I attended the mediation and, as a result, RMAE and I signed a Memorandum of Understanding establishing the precise accommodation that I had proposed weeks before: Ms. Bozzy was to cover my pump breaks three times each week.

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- Q. However, on February 18, 2011, Mr. Cohen informed me that my contract would not be renewed. I asked how this was possible, given my positive evaluations and more than sufficient qualifications, and Mr. Cohen informed me that the decision had nothing to do with my performance or qualifications, but was a result of the "conflict" I had created over pumping. Mr. Cohen told me that because of "conflict," I was no longer "a good fit" for RMAE.
- R. I observed that RMAE discriminated against me on the basis of sex and a condition of pregnancy because of my need for a breast pumping accommodation in violation of federal and state anti-discrimination laws.
- S. I believe that RMAE retaliated against me for reporting the above-mentioned discrimination, in violation of federal and state anti-discrimination laws.
- T. As a result of RMAE's conduct, I have suffered damages.