

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
CHARGE OF DISCRIMINATION**

Charging Party:

Michelle McCusker
[REDACTED]
[REDACTED]

Represented by:

Anna Schissel, Esq.
Cassandra Stubbs, Esq.
Reproductive Rights Project
New York Civil Liberties Union Foundation
125 Broad Street, 17th Fl.
New York, NY 10004
(212) 344-3005

Respondent/Employer:

Saint Rose of Lima Parish School
154 Beach 84th Street
Rockaway Beach, New York 11693

Theresa Anderson, Principal (in her official capacity)
Saint Rose of Lima Parish School
154 Beach 84th Street
Rockaway Beach, New York 11693

Father Peter Gillen, Pastor (in his official capacity)
Saint Rose of Lima Parish School
154 Beach 84th Street
Rockaway Beach, New York 11693

Nicholas DiMarzio, Bishop, CEO (in his official capacity)
Roman Catholic Diocese of Brooklyn
75 Green Ave, PO Box C
Brooklyn, New York 11202

Thomas Chadzutko, EdD, Superintendent (in his official capacity)
Catholic Schools Support Services
PO Box 159013
Brooklyn, NY 11214-0013

Charge Based on:

Sex, Pregnancy Discrimination

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The Particulars Are:


1. Michelle McCusker, a woman, was hired on September 7, 2005 by the Saint Rose of Lima School in Rockaway Beach, New York, to work as a pre-kindergarten teacher. She is currently approximately ~~four months pregnant~~.
2. Ms. McCusker was qualified for the pre-kindergarten teaching position. She graduated from St. John's University in May, 2005 with a bachelor of science in elementary education. She was a student teacher at Public School 16 in Queens, New York and was certified by the State of New York in childhood education. At the time of her application she was working as an assistant teacher in a day care program with pre-kindergarten children. Previously, she worked for three years providing child care to three small children.
3. On or about September 7, 2005, Ms. McCusker was interviewed for the teaching position by the school's principal, Theresa Anderson. At no point did Ms. Anderson ask Ms. McCusker about her marital status or whether she was pregnant; nor did Ms. Anderson (or anyone from the school) discuss premarital sex with Ms. McCusker. At the conclusion of the interview, the principal hired Ms. McCusker for a term of one-year.
4. On or about October 5, 2005, after approximately one month of work, Ms. McCusker informed Ms. Anderson that she was pregnant. Ms. Anderson told Ms. McCusker that Ms. Anderson would discuss the matter with the Pastor for the parish. Ms. Anderson asked Ms. McCusker not to tell anyone about her pregnancy.
5. Two days later, on or about October 7, 2005, Ms. Anderson had a second meeting with Ms. McCusker and informed her that she was going to be fired because of the pregnancy.

Ms. Anderson stated that because Ms. McCusker was unmarried and pregnant she violated Catholic principles, and that such violation was grounds for her termination.

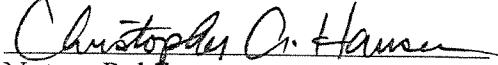
6. On or about October 11, 2005, Ms. McCusker received a formal letter of termination from Ms. Anderson.
7. The termination letter explains the Parish's decision to fire Ms. McCusker because she was not acting in accordance "to the precepts and doctrines of the Roman Catholic Church." The letter states that "termination of contract must occur" when "a situation becomes evident that a teacher's life can not witness what the Catholic Church teaches."
8. The termination letter praises Ms. McCusker's professionalism and job performance, stating, "I wish there could have been a better solution. Your teaching ability and love of your children was of a high degree of professionalism."
9. The termination letter states that it would be in "everyone's interests" for Ms. McCusker to work through the end of October.
10. On or about Tuesday, October 18, 2005, Ms. McCusker learned that a replacement teacher was hired who would start on October 24, 2005. Ms. McCusker's last day was scheduled for October 28, 2005. The principal instructed Ms. McCusker to remain silent about the reason for her firing and informed her by email that the students would not be told about her pregnancy.
11. Ms. McCusker experienced stress and anxiety as a result of losing her job and the stressful situation at school created by her termination. On or about Wednesday, October 19, 2005, Ms. McCusker had a doctor's appointment and learned that she is losing weight, despite her pregnancy. She is also experiencing abdominal pain that her doctor believes may be stress-related.

12. On Wednesday, October 26, 2005, counsel for Ms. McCusker sent Ms. Anderson and the Bishop for the Brooklyn Diocese a letter, explaining that counsel believed that the school had violated New York and federal anti-discrimination laws by firing Ms. McCusker because of her pregnancy.
13. On Friday, October 28, 2005 the principal, Ms. Anderson, told Ms. McCusker that because lawyers were involved, Ms. McCusker would not be permitted to say goodbye to the students or to collect her belongings from the classroom that day. The principal arranged for Ms. McCusker to collect her last pay check and a check from the Church to reimburse her for her personal items left in the classroom.
14. Had Ms. McCusker not been fired by the Parish, she would have continued working at the school throughout her pregnancy and after the birth of her child.
15. The Parish's decision to terminate Ms. McCusker was intentional and unlawful discrimination based on Ms. McCusker's sex and pregnant status.
16. In this case, the Parish enforced its policy of requiring employees to follow the doctrines and precepts of the Catholic Church against a pregnant woman. If this policy is only enforced against pregnant women, then enforcement of the policy has a disproportionate impact on women because only women can become pregnant.

Dated: Nov 21, 2005


Michelle McCusker

Signed and sworn to before me
This 21 day of November, 2005


Notary Public

Christopher A. Hansen
Notary Public, State of New York
No. 4948640
Qualified in Westchester County
Commission Expires March 20, 2007

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