

# Sunridge Circle Primary School

## LEARNER PREGNANCY POLICY

### 1. LEGISLATIVE FRAME WORK

The Bill of Rights, as contained in the Constitution of the RSA, act 108/1996, affirms the democratic values of human dignity, equality and freedom, including the rights of children (Section 28) and the right to education (Section 29).

### 2. PREAMBLE

Ideally, according to Judge Rampai, "schoolgirls should not become pregnant" and schoolboys should not be party to causing pregnancies among their peers. In this regard, society at large and the school in general need to be mindful of the extent to which extra-marital sexual relationships and particularly consequential teenage pregnancies can:

- 2.1 Negatively influence the moral, ethical and disciplinary values of the school and its learners;
- 2.2 Contribute to the spread of disease;
- 2.3 Interrupt the education and damage the prospects of the relevant individuals.

However, should a learner fall pregnant, or impregnate another learner, whether in his own school or not, and despite the effort of the school, the measures which follow will apply.

### 3. RESPONSE BY THE SCHOOL WITH LEARNER PREGNANCY

- 3.1 Given the above understanding, the school will attempt to ensure that:
  - 3.1.1 Those involved are not accorded hero, heroine or martyr status by the school or their peers;
  - 3.1.2 The enormity of their actions is not downplayed as a result of the natural sympathy or empathy that may emanate from their predicament;
  - 3.1.3 They are aware of the need to accept responsibility for their actions, as well as for their own futures and the future of the unborn child.
- 3.2 Despite the above and despite also any moral or ethics-based indignation on the part of the school, the school's response shall:
  - 3.2.1 Have due regard for the rights of the pregnant learner before, during and after pregnancy; the interests of the pregnant learner's unborn child; the rights of pregnant learner's fellow learners at the school, and any other relevant consideration.

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- 3.2.2 Be in keeping with the constitutional imperative that the “best interests of the child are of paramount importance in every matter concerning that particular child” and not allow the lives and learning of the learners concerned to be disrupted.
- 3.2.3 Without condoning or encouraging schoolgirl pregnancies, attempt to ensure that those who become pregnant should not be uncaringly treated as outcasts.
- 3.2.4 Wherever viable and practicable, ensure that the learners involved are assisted to continue learning and that plans are worked out to mitigate the adverse impact of decisions.
- 3.3 In the light thereof, the school management team and governing body will do their best to ensure that the rights and development of female learners are not curtailed and that special measures are put in place in support of girls in the school who fall pregnant.

### **4. ACTION TO BE TAKEN WHEN IT BECOMES EVIDENT THAT A LEARNER IS PREGNANT**

- 4.1 In the first instance, the matter will be treated with **sensitivity and confidentiality**.
- 4.2 The learner will be regarded as a learner with special needs, and, where practicable, will be provided with access to counselling by professionals, or at least with advice in that regard.
- 4.3 The learner/parents/guardians will be requested to obtain a medical certificate giving the estimated date of confinement, the date from which it would be medically advisable for the learner to be absent from school before the confinement, and the date from which it is likely to be medically acceptable for her to return to school.
- 4.4 The principal will convene a meeting with the learner and her parents/guardians in order to:
  - 4.4.1 Gain an understanding of how she and her parents/guardians intend dealing with the matter.
  - 4.4.2 Consider and discuss the various alternatives, which could include the following:
    - 4.4.2.1 Remaining at school as long as it is medically advisable and then obtaining learning material and support from the school;
    - 4.4.2.2 Withdrawing from the school for the duration of the pregnancy and taking own responsibility for continued education;
    - 4.4.2.3 The period during which she will be absent from school, based on the above information; this period must take account of the girl's needs and rights, and may not be extended beyond the minimum ideal period as a punitive measure.
- 4.5 In order to safeguard the best interests of all concerned, the school will enter into a written agreement with the parents/guardians and the learner in which it is stated clearly that:

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- 4.5.1 The period of time during the pregnancy that the learner attends school will be at her own risk.
- 4.5.2 The school is indemnified from accountability for any pregnancy-related injuries or incidents.
- 4.5.3 No alternative or additional logistical arrangements can be demanded of the school by the girl or her family. Collection and return of work will be arranged with parents and the school. The onus is on the pregnant learner to do the work.
- 4.5.4 If it should be necessary for cumulative marks to be judged orally or tests to be written the principal/ teacher will arrange for the learner to come to school on a particular day and time and to do this work. If an examination should occur during the absence, the learner may be permitted to attend school and write the exams, provided that a medical certificate is provided and the parent and pupil agree in writing to absolve the school of all responsibility in the event of an accident/. Injury or untoward occurrence while the pregnant pupil is on school property.
- 4.5.5 No exceptions can be made regarding adherence to the school's code of conduct.
- 4.5.6 When the learner returns to school after the birth, she will not be allowed to bring the baby with her.
- 4.5.7 After the birth (6 weeks) the learner may return to school provided she produces a satisfactory medical certificate.
- 4.6 The school and the parents/guardians will also take relevant decisions about matters such as, but not exclusively, the following:
  - 4.6.1 Whether the matter is to be handled confidentially or not.
  - 4.6.2 What are regarded as appropriate behaviour and actions on the part of the learner.
  - 4.6.3 The nature and extent of her participation in the school's extra-curricular activities.
- 4.7 There will undoubtedly be a period of time during which the learner is absent from school. During such time:
  - 4.7.1 The learner's education will continue with as little disruption as possible.
  - 4.7.2 Alternative suitable arrangements will be made to cover the curriculum. For example, lesson notes and assignments will be made available to her and she must take responsibility for completing and returning the assignments to the school for continuous assessment.
- 4.8 The process of gathering valid information about the learner's performance and the formal recording of her progress throughout the year will be continued as far as practically possible, whether she is at school or at home.

## **5. IMPREGNATION BY A MALE LEARNER**

Should it be known or established that a male learner at the school is responsible for a pregnancy, the following will apply:

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- 5.1 Confidentiality be maintained.
- 5.2 The principal will ensure that:
  - 5.2.1 Attention is given to the male learner's co-responsibility.
  - 5.2.2 The male learner is counselled and provided with information on matters of sexuality, responsibility for actions and the legal implications of obligations and rights.
- 5.3 A written agreement will be entered into with the parents/guardians, the male learner and the governing body about appropriate behaviour which conforms to the school's code of conduct.

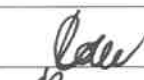
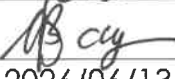
### **6. FOOTNOTES**

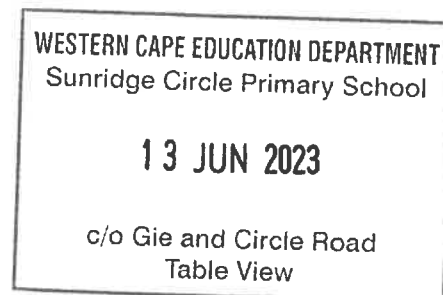
In the event of the pregnant learner or her parents **raising the issue of a possible abortion**, the school will ensure that the relevant information in this regard is made available to them and that they are referred to the correct Department for assistance. This assistance with the provision of information will normally be a referral to an expert better qualified to provide such information, than are the staff of the school.

### **7. Contract**

Annexure A is attached to the policy.

### **8. POLICY APPROVAL**

	<b>DESIGNATION</b>	<b>DATE</b>
<b>PRINCIPAL</b>		2023/06/13
<b>SGB CHAIR</b>		2023/06/13
<b>REVUE DATE</b>	2026/06/13	



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Annexure A:

# SUNRIDGE CIRCLE PRIMARY SCHOOL

[sunridgecircle.prim@wcgschools.gov.za](mailto:sunridgecircle.prim@wcgschools.gov.za)



C/o Circle and Gie Road  
Table View  
7441

School no: 071 794 9669

..... (Guardian/Parent) undertake to ensure that  
..... remains in contact with SCPS and that she obtains and  
keeps up with the school via collecting and agreeing as set out below.

Collecting and returning work will be done as follows:

.....  
.....

I will assume responsibility for the care of ..... and for ensuring that her  
educational responsibilities are met.

I agree that ..... will return to SCPS six weeks after the birth of the baby. I  
will provide the necessary medical certificates, confirmation of pregnancy, and  
estimated date of delivery, fitness (both emotional and physical) to return to school.

Indemnity (Delete whichever is not applicable)

Whereas ..... has become pregnant and, with assistance of her parents,  
has requested that she be permitted to continue her education at SCPS.

And Whereas ..... SCPS has agreed to ..... Request subject to terms  
set out in writing and signed, including the conclusion of this indemnity as precondition to  
continuing at Sunridge Circle Primary.

And whereas furthermore ..... and ..... who assists and advises her in this  
matter, understand that this indemnity binds both of them and the unborn child.

Now therefore ..... as a minor expectant mother and ..... legal  
guardian of the minor expectant mother, in our names and on behalf of the unborn  
child/ren which she is carrying at the time of signature of this indemnity, hereby indemnify  
and hold blameless Sunridge Circle Primary School, its teacher's and other staff (whose  
primary employment relationship may not be directly with the school itself) and its learners  
against any and all claims and costs connected with the death of or injury to  
..... And/or her unborn child/ren arising from any incident or omission on the  
Sunridge Circle Primary property or associated with any activity of Sunridge Circle Primary  
School, but subject to the restriction that death or injury to herself which would clearly not  
have had a different outcome had she not been pregnant, shall not be covered by this  
indemnity.

