



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Baltimore Field Office

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EEOC Charge No.: 531-2008-00128C

Ms. Jennifer Insalaco
3428 Marble Arch Drive
Pasadena, MD 21122

Charging Party

Anne Arundel County Public Schools
2644 Riva Road
Annapolis, MD 21401

Respondent

DETERMINATION

Under the authority vested in me by the Commission, I issue the following determination on the merits of this charge. Respondent is an employer within the meaning of the Americans with Disabilities Act of 1990, and timeliness, deferral and all other requirements for coverage have been met.

Charging Party alleges that Respondent discriminated against her in violation of the Americans with Disabilities Act of 1990, by discharging her from her position as a Special Education teacher based on her disability. Charging Party states that from October 4, 2007 through October 11, 2007, she was hospitalized due to medical issues related to her disability. On October 15, 2007, she was released to return to work. Charging Party states Respondent refused to allow her to return to work due to medical restrictions placed upon her by her physician. She also maintains Respondent attempted to involuntarily transfer her from the Eason School to Maryland City School due to her disability.

Respondent denies that it discriminated against Charging Party and maintains Charging Party was not discharged from her position. It maintains Charging Party's initial return to work authorization contained restrictions which could not be accommodated at her assigned school. Therefore, it reassigned Charging Party from the Eason School to Maryland City School to teach students with less severe disabilities. Respondent asserts Charging Party's reassignment was at the discretion of the Superintendent. While Charging Party's failure to report to a reassigned school was considered insubordinate on obtaining additional information and clarification of Charging Party's restrictions from her physician and a review of the new information Charging Party was returned to her original assignment. Respondent denies termination of Charging Party's employment at any time during this interactive process.

Examination of the evidence indicates that Respondent had knowledge of Charging Party's disability and her intention to return to her permanent assigned position following approved

medical leave with limited restrictions and a reasonable accommodation. However, Respondent would not permit Charging Party to work in her assigned teaching position under the restrictions imposed by her physician with a reasonable accommodation. It placed Charging Party on limited duty to perform teaching assignments at a different school; but, did not articulate that granting such reasonable accommodations presented an undue hardship. Charging Party was removed from full duty and her assigned position at Eason School. Subsequently, after her medical restrictions were modified by her physician and met Respondent's threshold satisfaction Charging Party was allowed to return to her position at Eason School.

Based on an analysis of documentary and testimonial evidence obtained through the course of the investigation, I have determined there is reasonable cause to believe Charging Party was subjected to discrimination with respect to denial of a reasonable accommodation based on her disability. Based on the evidence obtained during the investigation the Commission is unable to issue a finding on any other issue alleged by Charging Party in this Charge.


This Determination is final. When the Commission finds that violations have occurred, it attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, I invite the parties to join with the Commission in reaching a just resolution of this matter.

In this regard, conciliation of this matter has now begun. Please be advised that any reasonable offer to resolve this matter will be considered. The Commission is authorized to seek monetary remedies inclusive of full back pay with interest, liquidated damages, compensatory and punitive damages, attorneys fees, and reinstatement or front pay in lieu thereof for Charging Party and any and all other aggrieved persons. The Commission is also authorized to seek other, non-monetary remedies. A Commission representative will prepare a conciliation proposal and provide it to Respondent. Respondent will be requested to accept or submit a counteroffer to the conciliation proposal. The confidentiality provisions of the statute and the Commission regulations apply to information obtained during the conciliation.

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the office Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission.

ON BEHALF OF THE COMMISSION:

JUN 23 2009
Date



Gerald S. Kiel
Director

cc: Morris E. Fischer, Esquire

Melisa D. Rawles, Esquire

Determination Continued
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