

Absences and Leaves Due to Illness, Injury and Disability

Leaves Due to Illness, Injury and Disability

There may be occasions in which an employee requests the use of accrued paid leave, or unpaid leave, as a form of reasonable accommodation when necessitated by the employee's disability. In such instances, the District shall grant leave in accordance with the requirements of the Americans with Disabilities Act (ADA). The District will permit an employee with a disability to exhaust accrued paid leave first and then provide unpaid leave as long as the leave is reasonable and does not cause an undue hardship upon the District.

Except as explicitly set forth herein and/or as required by law, entitlement to leave as a reasonable accommodation under the ADA shall not extend or expand any other employee benefits provided by the District.

Undue Hardship

For purposes of the requirements established by the ADA, whether leave granted as a reasonable accommodation would be an undue hardship to the District is based on a fact-intensive, individualized assessment of current circumstances. An undue hardship exists if a specific reasonable accommodation would cause a significant difficulty or expense to the District. The determination of undue hardship shall be based on several factors, including:

- The nature and cost of the accommodation needed. In this context, undue hardship is determined based on the net cost to the District. Whether the cost of a reasonable accommodation imposes an undue hardship depends on school and District resources, not on the employee's salary, position, or status (*e.g.*, full-time vs. part-time, salary vs. hourly wage).
- The overall financial resources of the school making the reasonable accommodation, including the number of employees at the school and the effect on expenses and resources of the school;
- The overall financial resources, size, number of employees, and type and location of facilities of the District;
- The impact of the accommodation on the District, including the structure and functions of the District, geographic location of the school, and the administrative and fiscal relationship of the school making the accommodation to the District;
- The impact of the accommodation on the operations of the school.

If the District determines that one particular reasonable accommodation will cause undue hardship, but a second type of reasonable accommodation will be effective and will not cause an undue hardship, then the District must provide the second accommodation.

Procedure

Leave granted as a reasonable accommodation does not necessarily have to be used all at one time, as modified or part-time schedules may be a reasonable accommodation under certain circumstances. If an employee requests an intermittent or reduced leave schedule for reasons that are foreseeable, the District may, at its discretion, temporarily reassign the employee to another position that will better meet the needs of the District.

While an employee is on leave as a reasonable accommodation, the District will maintain its contributions to the employee's health insurance only if it does so for other employees on a similar leave status (*i.e.*, unpaid leave or on a similar part-time schedule). Insurance coverage is maintained only for employees on paid leave. Vacation and sick days do not accrue during any period of unpaid leave but do accrue during periods of paid leave.

Instead of leave, the District may provide an accommodation that requires an employee to remain on the job, as long as the reasonable accommodation would be effective and eliminate the need for leave, and does not interfere with an employee's ability to address their medical needs.

An undue hardship may exist where provision of a reasonable accommodation would be unduly disruptive to other employees' ability to work. If the result of granting leave (or modifying one employee's hours) is to prevent other employees from doing their jobs, then the significant disruption to the operations of the school or District constitutes an undue hardship.

If an employee's lack of a fixed return date causes an undue hardship, then the District may deny the leave. In certain circumstances, undue hardship may derive from disruption to the operations of the school or District because the employer can neither plan for the employee's return nor permanently fill the position. If an employee cannot provide a fixed date of return, and the District determines initially that it can grant such leave without causing undue hardship, the District has the right to require, as part of the interactive process, that the employee provide periodic updates on their condition and possible date of return. Upon receiving these updates, the District may reevaluate whether continued leave constitutes an undue hardship.

Except as otherwise provided by law, the District shall restore an employee to the same position upon their return to work, unless restoration to the same position presents an undue hardship. If restoring the employee to their same position is an undue hardship, the District may reinstate the employee to an equivalent position. If this also constitutes an undue hardship, the District may consider reinstatement to a lesser position.

Reasonable Medical Documentation

The District shall request reasonable medical documentation to support a leave request only if the nature of disability and functional limits are not obvious. Reasonable medical documentation is defined as the documentation that is needed to establish that a person has a disability under the ADA and that the disability necessitates a reasonable accommodation. If the employee fails to provide appropriate documentation, the District may deny the request for leave as a reasonable accommodation.

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