

General Personnel

Victims' Economic Security and Safety Act (VESSA)

It is the policy of the Board of Education of Kildeer Countryside Consolidated School District 96 to comply with the provisions of the Victims' Economic Security and Safety Act of 2003 ("VESSA"). Accordingly, all eligible District employees shall be entitled to VESSA leave, on a gender-neutral basis, provided the leave is taken in accordance with the following provisions.

Eligible Employee

An eligible employee is a part-time or full-time employee who is a victim of domestic or sexual abuse or who has a family or household member who is a victim of domestic or sexual abuse (provided the employee is not the perpetrator). Eligible employees shall be entitled to twelve (12) weeks unpaid leave in a twelve (12) month period. The twelve (12) months during which the twelve (12) weeks leave entitlement occurs shall be calculated based upon the twelve (12) months starting with the first day of the employee's previous leave under either the FMLA or this policy, or the first day of the current leave if there is no such prior leave.

Purpose of Leave

Eligible employees shall be allowed VESSA Leave for one or more of the following:

1. To seek medical attention for, or recovery from, physical or psychological injuries caused by domestic or sexual violence to the employee or the employee's family or household member;
2. To obtain services from a victim services organization for the employee or employee's family or household member;
3. To obtain psychological or other counseling for the employee or the employee's family or household member;
4. To participate in safety planning, temporarily or permanently relocating, or to take other action to increase the employee's safety;
5. To seek legal assistance or remedies to ensure health and safety of the employee or employee's family or household member, including preparing for or participating in any civil or criminal legal proceeding related to or derived from the domestic or sexual violence.

Term of Leave

Eligible employees shall be entitled to a total of twelve (12) workweeks of unpaid leave during the twelve (12) month period, as set forth in paragraph 1, subject to the following:

1. The employee must state a qualifying reason for the needed leave to allow the Superintendent or designee to determine whether the purpose for the leave is one allowed under the Act and this policy;
2. The entitlement to leave under the Act and this policy is not in addition to the twelve (12) week leave period provided for under the Family Medical leave Act ("FMLA") or the District's FMLA policy;
3. Leave taken under this policy, which also qualified as FMLA leave, shall run concurrently under both VESSA and FMLA and shall be counted against the twelve (12) week entitlement under both VESSA and FMLA;

4. Leave may be taken on an intermittent basis (in separate blocks of time) or on a reduced schedule (reducing the usual number of hours per week or per day).

Notice of Requirements

When the leave is foreseeable, the employee is required to notify the Superintendent or designee not less than forty-eight (48) hours before the date the leave is to begin of the intention to take leave pursuant to this policy. If the circumstances require the leave to begin in less than forty-eight (48) hours, the employee shall notify the Superintendent or designee as soon as practicable. The leave may be denied should the employee fail to provide timely advance notice for foreseeable leaves.

Substitution of Paid Leave

An eligible employee may elect to substitute all or any part of accrued paid leave for all or any equivalent portion of the unpaid twelve (12) weeks of leave granted pursuant to this policy under the following circumstances:

1. The employee has earned an unused paid leave which the employee is otherwise eligible to take;
2. The board determines that the reason for the leave is one applicable under this policy; and
3. The amount of paid accrued leave utilized by the employee shall count against the twelve (12) weeks of leave granted under this policy.

Certification

The Board may require that employees seeking leave under this policy submit a certification stating that:

1. The employee or a member of the employee's family or household is a victim of domestic or sexual violence; and
2. The leave is for one of the purpose enumerated in Section 2.

For foreseeable leaves, the certification shall be provided to the Superintendent or designee within seven (7) calendar days from the date the Superintendent or designee requests such certification or as soon thereafter as practicable. For unforeseeable leaves, the employee is required to provide certification as soon as is practicable, under the particular circumstances, after the request for such certification. The certification shall contain a sworn statement of the employee and, upon receiving such documents; the employee shall provide the employer copies of:

1. Documentation from a representative of the victim services organization, an attorney, clergy member, physician or other professional from which assistance was sought in addressing domestic or sexual violence and its effects;
2. A police or court record; and
3. Other corroborating evidence.

Confidentiality

All information provided to the School District under this policy, including any certifications or any other documentation, record or corroborating evidence, and the fact that the employee has requested or obtained leave pursuant to this policy shall be maintained as confidential, except to the extent that disclosure is:

1. Requested or consented to in writing by the employee; or
2. Otherwise required by applicable law.

Maintenance of Health Benefits

The Board shall maintain the employee's group health plan coverage for the duration of leave taken pursuant to this policy on the same basis, at the same level and under the same conditions coverage would have been provided had the employee not taken the leave. The Board and the employee shall continue to pay their respective applicable shares of the health care premiums during the duration of the leave as if the leave had not been taken. The Board may recover its share of premium payments made on behalf of the employee during the period of leave if the employee fails to return to work after the leave entitlement has been exhausted; provided that the employee fails to return to work for reasons other than the continuation, recurrence or onset of domestic or sexual violence that entitles the employee to leave pursuant to this policy; or because of other circumstances beyond the control of the employee. Certification, as described in Section 6, may be required for employees unable to return to work for the above noted reasons. If the employee substitutes paid leave for unpaid leave under this policy, his/her share of the health care premiums shall be paid by the method the Board normally utilizes during an employee's paid leave. If the leave is unpaid, the employee shall pay his/her share of the premium, under the Board's existing procedures for employees on unpaid leave.

Return to Employment

At the end of the leave period taken pursuant to this policy, the employee shall be returned to the position held immediately prior to taking the leave. If that position is unavailable, the Board shall return the employee to an available position the employee is qualified to hold with equivalent pay and benefits and other terms and conditions of employment. The right to reinstatement ceases and the employment relationship between the employee and the Board will be deemed terminated if the employee unequivocally informs the Board of his/her intent not to return to his/her employment at the end of the leave period.

Requests for Accommodation

The Board will provide reasonable accommodations to the known limitations resulting from circumstances relating to an employee being a victim of domestic or sexual abuse or an employee's family or household member being a victim of sexual abuse so long as that individual is an otherwise qualified individual as defined in Section 30(b)(2) of VESSA, and who is a) an applicant or employee of the School District; and b) a victim of domestic or sexual abuse, or with a family or household member who is a victim of domestic or sexual abuse (provided the employee is not the perpetrator). The Board is not required to provide such accommodations if it would impose an undue hardship on the operation of the District.

Non-Discrimination

The District will not fail to hire, refuse to hire, discharge or harass, retaliate against or otherwise discriminate against any individual in any form or manner because:

1. The individual:
 - a. Is or is perceived to be a victim of domestic or sexual violence;
 - b. Attended, participated in, prepared for, or requested leave to attend, participate in or prepare for a criminal or civil court proceeding relating to an incident of domestic or sexual violence of which the individual or a family or household member of the individual was a victim;
 - c. Requested an accommodation in the workplace in response to actual or threatened domestic or sexual violence, regardless of whether the request was granted;
 - d. Exercised any rights provided for in the Act or this policy, or opposed any practice made unlawful by the Act (including filing charges or proceedings under the Act, providing

information in connection with any proceeding under the Act, or testifying, or is about to testify, in any proceeding under the Act), or

2. The workplace is disrupted or threatened by the action of a person whom the individual states has committed or threatened to commit domestic or sexual violence against the individual or the individual's family or household member.

ADOPTED: April 5, 2011