

Certificated & Certificated  
Management



Key highlights for the  
following Leaves:

- Sick Leave
- Personal Necessity
- Discretionary Leave
- Parental Leave
- Maternity Leave
- Jury Duty
- Bereavement

GET TO KNOW  
**YOUR  
LEAVES**

**I BELIEVE IN, I BELONG IN... I AM VUSD.**

# SICK LEAVE

P. Each bargaining unit member employed five (5) days a week shall be entitled to ten (10) days leave of absence for illness or injury with full pay for the school year of service. Agriculture Teachers who work on a 225 day contract at the comprehensive high schools and VTEC who are employed five (5) days a week shall be entitled to twelve (12) days of absence for illness or injury with full pay for the school year of service.

1. Unused sick leave shall be accumulated from year to year.

2. Accumulation of credit for leave of absence (for illness or injury) need not occur prior to taking such leave by the bargaining unit member, and such leave of absence may be taken at any time during the school year.

3. Bargaining unit members employed as full-time summer personnel shall be entitled to one (1) day leave of absence for illness or injury with a summer school day's pay for each summer session worked. Such leave shall not be accumulated, nor shall it be deducted from any sick leave accrued under section R or R-1 of this Article.

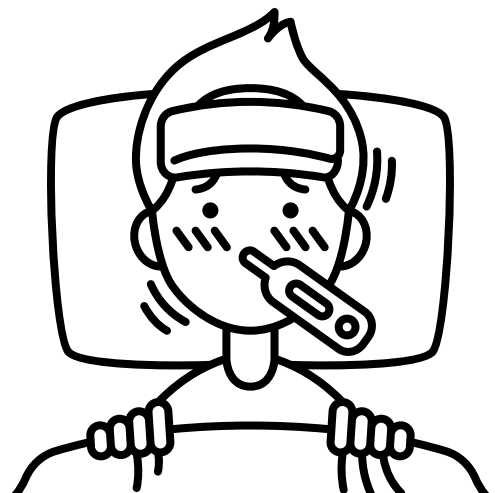
## **\*CERTIFICATED MANAGEMENT EMPLOYEES**

Shall be entitled to those leave provisions provided in the certificated negotiated agreement unless otherwise specified in Board policy, administrative regulations or individual contract.(BP 4361)



4. The District may require a physician's verification of illness if a bargaining unit member has been on sick leave for more than three (3) consecutive days.

5. The District shall provide each bargaining unit member with a written statement of his/her accumulated sick leave. Such statement shall be provided no later than November 1st of each school year on monthly pay check provided that the Tulare County Office of Education continues to issue paychecks in the current format.





## PERSONAL NECESSITY LEAVE

Each bargaining unit member shall be entitled to use up to seven (7) days of his/her paid sick leave allotment during each school year in case of personal necessity. **Up to five (5) of these seven days may be used as Discretionary Leave.**

Please see section L of the CBA for more information regarding Personal Necessity Leave (Pg. 41)

### **AR 4161.2(e) 4261.2 4361.2**

Any employee who is a parent/guardian of one or more children of an age to attend any of grades K-12 or a program offered by a licensed child care provider may use up to 40 hours of personal leave, vacation, or compensatory time off each school year in order to address enrollment needs or to participate in activities of the school or child care provider. Time off for these purposes shall not exceed eight hours in any calendar month. **(Labor Code 230.8)**

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## DISCRETIONARY LEAVE

1. A bargaining unit member may take up to five (5) discretionary days for personal reasons. Under normal circumstances, no more than three (3) days may be used consecutively. If a member wishes to request more than three (3) consecutive days, prior approval from the Superintendent or designee must be obtained at least ten (10) working days in advance.

2. If sick leave is utilized in conjunction with two (2) or more Discretionary days, the District may require a note from a physician for the sick leave. If the physician note is not provided, there may be consequences which may include a substitute deduct, a pay deduct, and/or disciplinary action. Extenuating circumstances may be considered.

3. If a guest teacher/substitute is required, this leave may be taken in no less than a half-day increment.

4. If guest teacher/substitute is not required, leave may be taken in one-hour increments.

5. This leave is a paid leave taken from sick leave/personal necessity.

6. Eight (8) percent (rounded to the nearest whole number) of the bargaining unit members at a site may take discretionary leave on the same day.

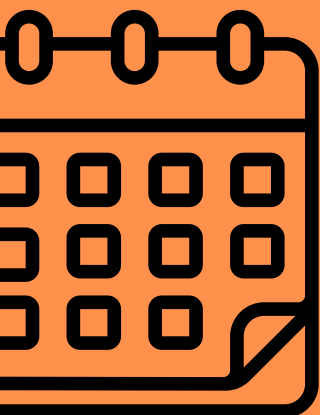


# PREGNANCY DISABILITY LEAVE

1.The District shall provide for a leave of absence for any bargaining unit member of the School District who is required to be absent from duties because of disability caused by or contributed to pregnancy, miscarriage, childbirth, and recovery therefrom.

2.Any bargaining unit member who is pregnant shall be entitled to the use of sick leave for maternity purposes when there is disability caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom.

3.Any bargaining unit member using maternity leave shall have the option of either receiving or not receiving salary payment during the period of disability. Each day for which is received shall be charged against the bargaining unit member's accumulated sick leave.

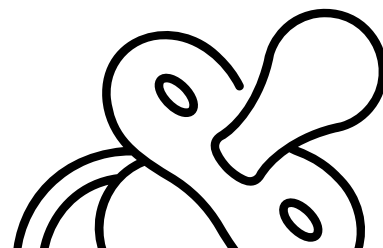


# PARENTAL LEAVE

Parental leave is estimated six weeks after the baby is born by a natural birth, or eight weeks if born by cesarean birth. Your Pregnancy Disability Leave will run concurrently with the Federal Family and Medical Leave and consecutively with the California Family Rights Leave for which you are eligible. **(Please reach out to your Benefit tech one month before due date)**

California Family Rights Act (CFRA) leave and/or Child Care Leave:

You may request CFRA leave to bond with your child and/or a child care leave of absence if you wish to take additional time off after your doctor releases you to return to work (see Parental/Child Care Leave). Your request for leave must be completed 30 days in advance, and the leave must be taken in a minimum of 2-week increments.



# BEREAVEMENT LEAVE

1. A bargaining unit member shall be granted necessary leave of absence not to exceed three (3) days or five (5) days if 250 miles travel (one way) is required, on account of the death of any member of his/her immediate family.

2.No deduction shall be made from the salary of any bargaining unit member on bereavement leave, nor shall such leave be deducted from leave granted by other sections of this Agreement.

\*May be subject to legal changes.

# JURY LEAVE

1.A bargaining unit member shall be entitled to as many days of paid leave as necessary for jury duty.

2.The bargaining unit member shall inform his/her immediate supervisor of a summons for jury duty in sufficient time for a substitute to be employed.

3.The juror's fees, exclusive of mileage and meal allowance received by the bargaining unit member, shall be deposited to the credit of the District.

\*Any employee "on call" only, should report to work until duty has been decided.



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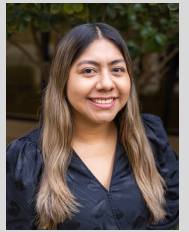
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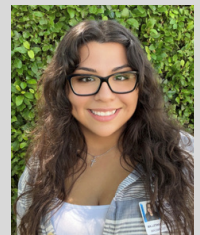
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