

**CONTRACT OF AGREEMENT**  
**Between the Ventura Unified School District**  
**and the Ventura Education Support Professionals Association**  
**2022- 2025**

**VESPA to VUSD Offer #1, 1-25-2024**  
**VUSD to VESPA Counter #1, 1-25-2024**

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**ARTICLE 23**  
**VACATION**

- 23.1 Any unit member whose compensation is fixed by the month, and is employed on a twelve (12) month basis, shall earn annual vacation based on time in paid status in accordance with the following schedule:
- 23.1.1 Probationary unit member, date-of-hire to 6 months  
1 working day per month and in accordance with California Education Code §45197 and Personnel Commission Rules & Regulations, Chapter 140 - Vacations
  - 23.1.2 Permanent unit member, first four (4) years  
1 working day per month up to a total of twelve (12) working days per year, including time spent employed as a probationary unit member.
  - 23.1.3 Permanent unit member, upon completion of 4 years to 9 years, inclusive  
1.25 working days per month up to a total of fifteen (15) working days per year.
  - 23.1.4 Permanent unit member, upon completion of 9 years to 14 years, inclusive  
~~1.42~~ ~~1.5~~ ~~1.42~~ working days per month up to a total of ~~seventeen (17)~~ ~~eighteen (18)~~ ~~seventeen (17)~~ working days per year.
  - 23.1.5 Permanent unit member, upon completion of 14 years to 19 years, inclusive  
~~1.67~~ ~~1.75~~ ~~1.67~~ working days per month up to a total of ~~twenty (20)~~ ~~twenty-one (21)~~ ~~twenty (20)~~ working days per year.
  - 23.1.6 Permanent unit member, upon completion of 19 years  
~~1.75~~ ~~2~~ ~~1.75~~ working days per month up to a total of ~~twenty-one (21)~~ ~~twenty-four (24)~~ ~~twenty-one (21)~~ working days per year.

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- 23.2 Earned vacation shall be taken during the year earned or within the twelve (12) month period following the year in which it was earned except as noted hereafter.
- 23.3 Hourly unit members and all other unit members who work less than twelve (12) months shall be entitled to a prorated share of the vacation benefits outlined above, proportionate to the time in paid status, and the vacation shall be taken within the year earned or paid for at the end of the **fiscal** year.
- 23.4 A unit member may set their vacation schedule provided that such schedule will not seriously jeopardize District operations. When there are more requests for a particular time than can be granted, assignment will be made on the basis of seniority in the district. Vacations may be taken as earned when this is convenient and meets with the approval of the school principal or immediate supervisor. (Example: Vacation time during Winter, Spring, Intersessions/Breaks.) Supervisors must approve or deny a unit member's vacation request within ten (10) days after a deadline for submission of the request or, in the absence of such a deadline, within ten (10) days after the submission of the written request. In no case, may a supervisor deny a vacation request for arbitrary, capricious or discriminatory reasons.
- 23.5 A unit member's anniversary date shall be used to determine the level of vacation which is earned per section 23.1.
- 23.6 Upon separation from the District, a unit member shall be paid for accumulated vacation credit, at the rate of pay applicable to the unit member's last regular assignment, no later than the last working day of the month following the date the employee's final, regular paycheck was issued.
- 23.7 If the separated unit member has worked half or more of the District scheduled workdays in the month in which the unit member terminates, they shall be entitled to vacation pay for that month. Less than half a month will not entitle a unit member to additional vacation in that month. Unit members working less than full time, twelve (12) months earn vacation on an hourly basis.
- 23.8 **A bargaining unit member may request a cash out of accrued vacation leave. A maximum of 160 hours of accrued vacation, in whole-hour increments, may be cashed out per fiscal year. A bargaining unit member must have sufficient vacation accrued at the time of the request to cover the requested cash out.**
- 23.89 **A twelve (12) month bargaining unit member may carry over accumulated vacation which results in current credit equal to the member's current year's vacation entitlement plus seven (7) days. Accumulations over this amount will not be allowed and any excess vacation will be paid for in cash at the end of the fiscal year. A bargaining unit member may request to carry over vacation time exceeding this amount due to compelling reasons and in accordance with Personnel Commission Rules & Regulations.** ~~Vacation carryover credit may be accumulated to a total not exceeding seven (7), except upon recommendation by the supervisor and approval of the Personnel Commission.~~
- 23.910 The rate at which vacation is paid shall be the unit member's current rate. A unit member whose vacation is earned and begun under a given status shall suffer no loss of earned credit by reason of subsequent changes in conditions of employment during that vacation.

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~~23.10~~**11** When a unit member has accumulated the maximum, allowable vacation credit and when a critical emergency prevents the unit member being off duty, the nature and duration of the emergency shall be reported to the Personnel Commission. The Commission may authorize payment in lieu of vacation earned above the maximum or may permit the accumulation of excess vacation credit for the duration of the emergency.

~~23.11~~**12** Any unit member who has one (1) or more years of service and who commences their prescribed vacation period and subsequently becomes ill or bereaved before the vacation period has been completed, shall be placed on sick or bereavement leave under the following conditions:

~~23.11~~**12.1** If the illness or bereavement is such that had the unit member been working they would have been absent on sick or bereavement leave.

~~23.11~~**12.2** If the unit member, normally, is required to return to duty immediately following the vacation period.

~~23.11~~**12.3** If the request is filed with the District within two (2) weeks of the illness or bereavement or within, at the latest, one (1) week of returning to duty unless extraordinary extenuating circumstances exist which prevent such filing.

~~23.11~~**12.4** If the filed request fully outlines the reasons for the request and is fully substantiated to include medical reports in the case of illness.

~~23.12~~**13** When all or part of a unit member's vacation is to be converted to illness or bereavement leave, the appropriate vacation credit shall be restored to the unit member's earned vacation balance.

~~23.13~~**14** When an authorized paid holiday occurs during a unit member's vacation, that day shall not be counted as a vacation day.