

DRAFT: MEMORANDUM OF AGREEMENT
D45 INTERNAL UNIVERSITY PROGRAM

This **Memorandum of Agreement** ("MOA") is entered into between the Board of Education of School District 45, DuPage County, Villa Park, Illinois (the "Board" or "District") and the Villa Park Education Association (the "Association"), based on the unique circumstances discussed by the parties, the terms of the Agreement are as follows:

1. The District and the Association are parties to a collective bargaining agreement ("CBA") with a current term of 2025-2028 which provides for wages, hours and other terms and conditions of employment for bargaining unit members.
2. The parties agree to implement a D45 Internal University program according to the terms set forth herein which are based upon by the work of an exploratory committee established through negotiations for the 2022–2025 Collective Bargaining Agreement.
3. The D45 Internal University is an in-district professional development program designed to foster continuous learning, collaboration, and career advancement for educators within the District. Through this program, teachers and administrators have the opportunity to design and facilitate courses for their colleagues, earning credit toward professional growth and movement on the salary matrix. Courses offered through D45 Internal University must maintain a level of academic rigor equivalent to graduate-level coursework. Courses may be delivered in various formats, including in-person instruction, hybrid models that blend face-to-face and live virtual sessions, and, in some cases, self-paced asynchronous learning.
4. Certified staff and administrators may apply to teach courses to District teachers through the D45 Internal University on a first come, first served basis. To be eligible to teach a D45 Internal University course as an Instructor, the teacher must: 1) be a tenured teacher; 2) have earned education of at least Lane BA+18 or have a specialized certification related to a proposed course; and 3) have received a rating of Proficient or higher on the most recent summative performance evaluation.
5. Eligible teachers must submit their course proposal at least forty-five (45) days prior to the start date of the course. Approval of a course is within the sole discretion of the District and is not subject to the parties' grievance procedure. Generally, the goal of the District is to approve courses that enhance District employees' expertise in teaching and learning, particularly in areas that align with and support the District's strategic plan.
6. The Instructor of a D45 Internal University course must design and implement essential components as set forth in established procedures, such as a detailed syllabus, course objectives, instructional materials, and assessment strategies. Courses will only run with a minimum class of eight (8) and a maximum of fifteen (15) certified staff participants.

7. Within ten (10) days of the conclusion of a D45 Internal University course, teachers enrolled in the course are required to complete a course evaluation and a course reflection. These documents will be used only for determining the effectiveness of the course/program and will not be a factor in a teacher's performance evaluation.
8. The Instructor will then meet with the Assistant Superintendent for Human Resources or designee to discuss the relevant course evaluations and reflections within ten (10) days of the conclusion of a D45 Internal University course. Following such meeting, Instructors who are covered by the 2025-2028 CBA will receive a lump sum payment of \$780.00, less applicable withholdings, which reflects a total of four (4) planning hours and sixteen (16) contact hours at \$39.00 per hour. The lump sum payment for Instructors who are covered by the 2025-2028 CBA with approved courses that run will be paid from the tuition reimbursement funds in Article XI, Section 2 of the CBA. If a course is not approved or does not meet the minimum to run, no payment will be made.
9. D45 Internal University courses are free to enroll for District teachers, except that teachers are responsible for paying the cost of any required materials for the course. Teachers are not paid for taking a D45 Internal University course.
10. Teachers earn credits for completing a D45 course. 16 contact hours equals three (3) University Credits. Teachers are eligible to take a maximum of six (6) University Credits per session held by the District, and up to thirty (30) University credits may be applied toward lane advancement. D45 Internal University credits are only recognized within the District toward lane advancement as outlined in Article XI, Section 3 of CBA, and are not transferable to other school districts or employers.
11. The District has sole discretion to suspend or pause the D45 Internal University program due to funding, ineffective outcomes or in the District's sole discretion, at the conclusion of any session.
12. The parties agree that the terms of the MOA are non-precedential in nature and may not be cited or used in any way by the Association or any employee as evidence of past practice or in any claim, lawsuit, grievance or complaint, except to enforce the terms of this MOA.
13. The parties further agree that the terms of this MOA do not modify, amend or change the terms of the 2025-2028 Collective Bargaining Agreement between the District and the Association, except as expressly set forth herein.
14. In addition to this MOA, the parties will establish procedures for further implementation of the D45 Internal University. Said procedures shall be reviewed on an annual basis during the term of this MOA. Changes to the procedures may be mutually agreed upon between the District and the Association.

15. This MOA is effective immediately upon execution by the authorized representatives of the District and the Association as set forth below and shall expire upon the expiration of the 2025-2028 CBA.

IN WITNESS WHEREOF, the Association and District have caused this Agreement to be executed by the signatures of their authorized representatives as set forth below.

Board of Education of School District 45

Villa Park Education Association

By: _____
President

By: _____
President

Attest: _____
Secretary

Dated: _____

Dated: _____