



**Letter of Agreement between the  
Oak Park School District Board of Education  
and the Oak Park Education Association**

**RE: Discipline**

In all instances involving discipline, discharge, and demotion shall occur in accordance with the statutory requirements under the Teacher Tenure Act and the Revised School Code and only for reasons that are not arbitrary or capricious.


1. MCL 38.101a of the Teachers' Tenure Act shall supersede any application of discipline.
2. Oral or written notice will be given by the administration to the Employee of any incident, complaint, or charge that may form the basis for the investigation and any potential disciplinary action. A notice shall be given to the Employee within ten (10) business days of becoming aware of an occurrence.
3. If the complaint alleges child abuse or neglect, the matter shall be reported to Child Protective Services.
4. The Employee shall be provided with written notice of the time, date, and location of the meeting and to provide the Employee with an opportunity to respond.
5. An Employee represented by an exclusive bargaining agent under the Public Employment Relations Act shall, upon request, be entitled to union representation of their choice at any investigative meeting the Employee reasonably believes could result in disciplinary action. This meeting shall occur within five (5) business days.
6. The Superintendent (or designee) is authorized to place an Employee on administrative leave pending the completion of a disciplinary investigation of the alleged or suspected offense, infraction, or misconduct. Administrative leave under this provision is not regarded as a disciplinary measure or penalty. Administrative leave shall be paid leave until the conclusion of the investigation, at which time any discipline shall be applied.
7. If an investigation demonstrates the evidence is credible, disciplinary measures may include but are not limited to: oral warning (documented for records), written warning, written reprimand, paid or unpaid suspension, and discharge.
8. A program of progressive discipline may generally be followed at the District's discretion. The following progression of discipline for each unrelated incident may be

followed prior to the imposition of any other economic discipline on any employee of the bargaining unit:

- a. Oral warning (documented for records), then
  - b. Written warning, then
  - c. One-day suspension without pay, then
  - d. Three days' suspension without pay, then
  - e. Discharge
9. If it is determined the Employee has engaged in an offense, infraction, misconduct, or other behavior warranting discipline, the administration's decision as to the level of discipline shall be guided by principles including but not limited to the following:
- a. The district will conduct a complete and thorough investigation.
  - b. Fair notice given to the Employee.
  - c. The seriousness of the offense or misconduct
  - d. The Employee's prior disciplinary and/or employment record
10. In the event an Employee is disciplined and receives one of the forms of discipline defined above, that incident shall not be applied to their evaluation unless such behavior that led to the discipline impacts performance.
11. The Superintendent's (or designee's) decision to impose any disciplinary action that is not subject to Board review is final and shall be in adherence with the requirements of the Teacher Tenure Act.

This Letter of Agreement shall take immediate effect upon approval by the Board of Education and shall be incorporated into an Article in the next collective bargaining agreement negotiated between the parties.

For the Oak Park School District:

  
Angel Abdulhadi, Superintendent

Date: 3/19/25

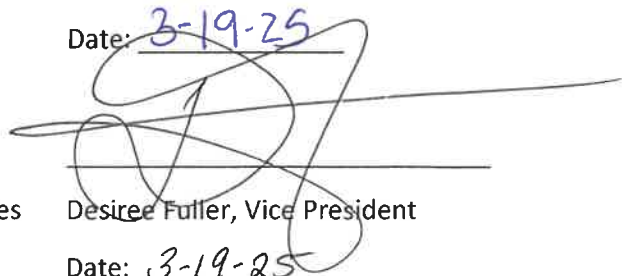
  
Aliya Fenderson, Executive Director of Human Resources

Date: 3/19/2025

For the OPEA:

  
Dawn Sommers, President

Date: 3-19-25

  
Desiree Fuller, Vice President

Date: 3-19-25