

Settlement Agreement

The parties agree to the following in full resolution of this matter:

1. DPSCD Department of Operationsⁱ (“Operations”) will be responsible for the process to handle work orders regarding the conditions of the District’s buildings. Work order requests from staff will be directed to the School Dude work order system which tracks and monitors work order requests. Parents and guardians will be able to submit a work order request using the guidelines that will be posted on Operations page of the District website with a link to the online process and posted in each school in areas generally accessible by employees, students, and parents. Building issues/work order requests can also be directed to the building administrator/engineer or to the Help desk by calling 313-576-0100. All work orders will be processed through School Dude (or a similar work order system).
2. Upon receipt of a work order request, the request will be categorized as a need or want and prioritized as an emergency, high priority or general maintenance.
3. Capital improvement requests should be discussed with the building administrator or Operations to confirm the availability of funding prior to a work order being entered into the system.
4. A monthly report will be generated for each school identifying every work order request received and the status of the work order. The report will also identify outstanding building work orders in the school dude work order system. The outstanding work order report will additionally provide a detailed summary of any emergency work orders, a summary of work complete and an anticipation completion date. (this includes emergencies). The monthly report will be available at each building and available online.
5. Operations will investigate all work order requests within 3-5 days depending upon the number of complaints received (excluding, breaks, Saturdays, Sundays and Holidays).
6. Operations shall acknowledge receipt of the work-order request in School Dude. If the issue requires repair or remediation, Operations shall respond within 5 days of completion of the investigation, excluding breaks Saturdays, Sundays and Holidays, with its plan to repair or remediate the issue, which shall include the work that will be done and a deadline for the completion of the work. Such a plan may be later amended if warranted through further investigation. When the plan is completed, it will be noted on the written plan.
7. An Oversight Committee (“Committee”) shall be formed which includes 2 members of the District, 3 members of the Plaintiff Committee who negotiated this agreement (one teacher, one non-teacher staff member, and one parent) and may include a Board member in an ex-officio capacity. The Committee will have its first meeting on or after

45 days of execution of this Agreement. The Committee will be responsible for the enforcement of this Agreement. Upon reasonable notice, any Committee member(s) or Committee designee has the right to inspect any school building in regard to a properly submitted work order request at an appropriate time scheduled by the District.”

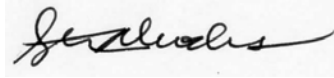
8. Operations will work with the District’s Communications Department to further communicate the building work order process, the importance of reporting building issues and the need for the entire DPSCD Community to take pride in their surroundings and a personal interest in the upkeep and beautification of the environment. The Committee will be responsible for the enforcement of this Agreement.
9. If the District fails to (a) follow through on its plan to repair or remediate an issue or (b) present a plan to repair or remediate the issue the Committee may issue a written demand and the District shall have 60 days to complete its plan under (a) or issue a plan under (b). If the District fails to meet this deadline, then the parties agree to meet within 10 days of the District receiving a second written demand from the Committee to attempt to reach a resolution on the plan or how to complete the repair or remediation.

If the District refuses to repair or remediate an issue that [1] poses an immediate threat to the health and safety of students, employees, or visitors and [2] poses a significant risk of serious illness or injury, then the parties agree to meet within 10 days of the District receiving a written demand from the Committee to attempt to reach a resolution on how to complete the repair or remediation.

If the meeting is unsuccessful in either instance, any Committee member may seek expedited arbitration within thirty (30) days of such meeting. The parties shall agree on a standing arbitrator to hear any issues that may arise out of this agreement. The expedited arbitration hearing will be limited to one day of hearing, with opening and closing statements. There will be no pre or post-hearing briefs being filed by the parties. The arbitrator will issue a binding, written decision within one week of the closure of the hearing. If the parties are unable to agree on a standing arbitrator, the Committee will have the right to pursue expedited arbitration through AAA using its Expedited Labor Arbitration rules. The Arbitrator’s authority will be limited to ordering or denying specific performance of the repairs or remediation of the issue.

10. This Agreement shall remain in force for four years following the execution of this agreement. Thereafter, this agreement shall remain in force for successive one year terms upon written notice to the District from any committee member prior to its termination.
11. The parties shall pay their own costs of arbitration except when the arbitrator issues an award in favor of the Committee member, the District shall pay the full cost of the arbitrator but no other costs, fees, or attorney fees of bringing the action

12. Upon execution of this Agreement, Plaintiffs agrees to dismiss Case # 16-10400 pending the Eastern District of Michigan Federal Court with prejudice and without costs to either party. If satisfactory to the Court, the Court will retain jurisdiction to enforce the terms of the settlement agreement only.



On behalf of Plaintiffs

On behalf of the Defendants

By its: _____
On behalf of the American Federation of Teachers

By its: _____
On behalf of the AFT Michigan

By its: _____
On behalf of the Detroit Federation of Teachers

By its: _____
On behalf of the DFP, Local 2350

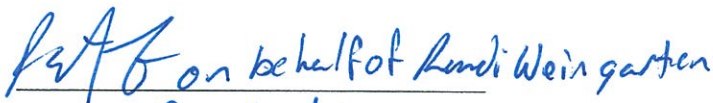
By its: _____
On behalf of the DAEOE

12. Upon execution of this Agreement, Plaintiffs agrees to dismiss Case # 16-10400 pending the Eastern District of Michigan Federal Court with prejudice and without costs to either party. If satisfactory to the Court, the Court will retain jurisdiction to enforce the terms of the settlement agreement only.




On behalf of Plaintiffs


On behalf of the Defendants




By its: President
On behalf of the American Federation of Teachers



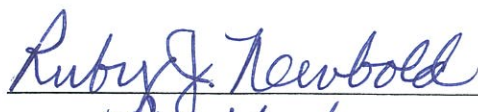
By its: President
On behalf of the AFT Michigan



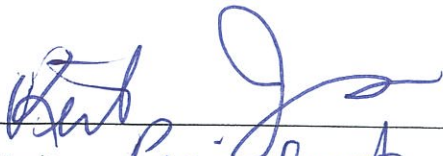
By its: President
On behalf of the Detroit Federation of Teachers



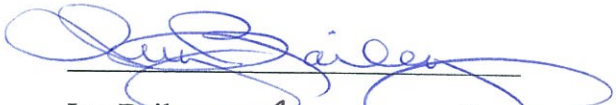
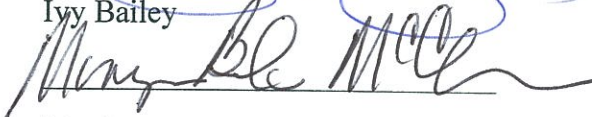
By its: President
On behalf of the DFP, Local 2350




By its: President
On behalf of the DAEOE

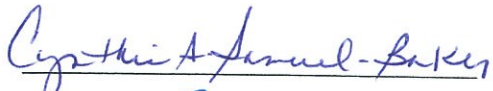

By its: President

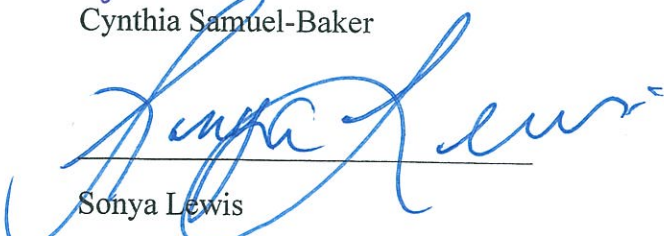
On behalf of the AFSCME Council 25, Local 345


Ivy Bailey

Monique Baker McCormick


Christopher Robinson


Latrice Berry


Cynthia Samuel-Baker

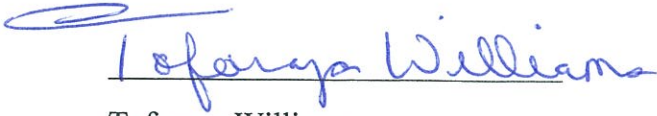

Sonya Lewis


Council

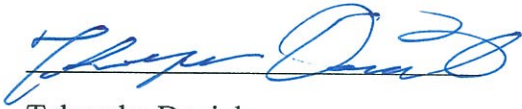
Shani Burrell



Dana Dacres



Toforaya Williams



Takeysha Daniels

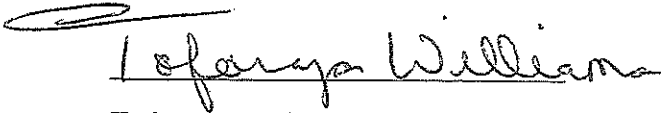
Shoniqua Kemp

¹ The DPSCD Department of Operations provides the following services; building engineering, custodial services emergency repairs, grounds maintenance and pest control services

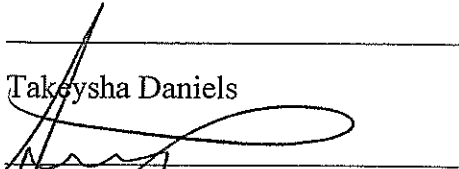
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