

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

AMERICAN FEDERATION OF TEACHERS,
AFT MICHIGAN, DETROIT FEDERATION
OF TEACHERS, IVY BAILEY, MONIQUE
BAKER MCCORMICK, individually and on
behalf of K.M., a minor, CYNTHIA SAMUEL-
BAKER, individually and on behalf of M.B.,
a minor, LATRICE BERRY, individually and
on behalf of L.B., a minor, TAKEYSHA DANIELS,
individually and on behalf of A.I., a minor,
TOFORAYA WILLIAMS, individually and on
behalf of M.G., a minor, CHRISTOPHER
ROBINSON, individually and on behalf of T.R.,
a minor, SHONIQUE KEMP, individually and on
behalf of I.K. and T.K., minors, SHANI BURRELL,
individually and on behalf of K.B. and K.B., minors,
DANA DACRES, individually and on behalf of
S.D., W.D., and J.D., minors, SONYA LEWIS,
individually and on behalf of M.G. and S.G., minors,
DETROIT ASSOCIATION OF EDUCATIONAL
OFFICE EMPLOYEES, DETROIT FEDERATION
OF PARAPROFESSIONALS LOCAL 2350,
AFSCME COUNCIL 25, and AFSCME LOCAL 345,

Case Number 16-10400
Honorable David M. Lawson

Plaintiffs,

v.

DETROIT PUBLIC SCHOOLS and
DARNELL EARLEY,

Defendants.

CONSENT JUDGMENT

On January 21, 2017, defendants Detroit Public Schools and Darnell Early reached a settlement with the plaintiffs. Subsequently, the parties submitted to the Court a proposed consent judgment embodying the terms of their settlement.

Accordingly, pursuant to the consent of the parties, the following is **ORDERED AND ADJUDGED**.

1. The Detroit Public Schools Community District Department of Operations (“Operations”) shall be responsible for managing the process to handle work orders related to the condition of the District’s buildings. Work order requests from staff of the District shall be directed to the “School Dude” work order system which tracks and monitors work order requests. Parents and guardians shall be able to submit a work order request following guidelines that shall be posted on the Operations page of the District website with a link to the online process, and posted in each school building in areas generally accessible by employees, students, and parents. Building issues and work order requests also may be directed to a building administrator or engineer, or to the District’s Help Desk by calling (313) 576-0100. All work orders initiated by any of those means shall be processed through School Dude, or a similar work order tracking 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 must be discussed with the building administrator or with Operations to confirm the availability of funding before a work order is submitted.

4. A monthly report shall be generated for each school identifying each work order request received and the status of the work order. The report shall identify all outstanding building work orders in the School Dude work order system. The outstanding work order report also shall include a detailed summary of any emergency work orders, a summary of work complete on all work orders, and an anticipated completion date for each work order. Progress and anticipated completion

date information shall be included for all outstanding work orders, including emergency work orders. The monthly report shall be made available on-site at each school building and online.

5. Operations shall investigate all work order requests within five days after submission of the request, excluding breaks, Saturdays, Sundays and holidays.

6. Operations shall acknowledge receipt of each work order request in School Dude. If the issue requires repair or remediation, then Operations shall respond within five days of completion of the investigation, excluding breaks Saturdays, Sundays and holidays, with its plan to repair or remediate the issue, and the response shall describe the work that will be done and state a deadline for the completion of the work. The plan for addressing a work order may be amended if warranted through further investigation. When the plan is completed, the completion will be noted in the work order record.

7. An Oversight Committee (“Committee”) shall be formed which shall include two members of the District and three members of the Plaintiff Committee who negotiated the resolution of this matter (one teacher, one non-teacher staff member, and one parent), and which may include a School Board member in an *ex-officio* capacity. The Committee shall have its first meeting within 45 days after the entry of this consent judgment, and it shall be responsible for the enforcement of the terms of the judgment. Upon reasonable notice, and at an appropriate time scheduled by the District, any Committee member or Committee designee shall have the right to inspect any school building with regard to a properly submitted work order request.

8. Operations shall work with the District’s Communications Department to communicate information about 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.

9. If the District fails to (a) follow through on its plan to repair or remediate any work order issue or (b) present a plan to repair or remediate the issue, then the Committee may issue a written demand, and the District shall have 60 days to either complete its plan under (a) or issue a plan under (b). If the District fails to meet this deadline, then, within 10 days of the District receiving a second written demand from the Committee, the parties to this consent judgment, or their counsel, shall meet and confer to attempt to reach an agreement about how the repair or remediation will be completed.

10. 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, within 10 days of the District receiving a written demand from the Committee, the parties, or their counsel, shall meet and confer to attempt to reach an agreement about how the repair or remediation will be completed.

11. In either of the above instances, if the parties do not succeed in their efforts to reach a resolution, then, within 30 days after the meeting of the parties, any Committee member may seek expedited arbitration of the dispute. The parties shall agree in advance on a standing arbitrator to hear and decide any such disputes that may arise out of this consent judgment. The expedited arbitration hearing shall be limited to one day of hearing, with opening and closing statements, and there shall be no pre- or post-hearing briefs filed by the parties. The arbitrator shall 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, then any member of the Committee shall have the right to pursue expedited

arbitration through the American Arbitration Association (“AAA”) using its Expedited Labor Arbitration rules. The Arbitrator’s authority shall be limited to ordering or denying specific performance of the repairs or remediation at issue.

12. The parties shall pay their own costs of arbitration except that, when the arbitrator issues an award in favor of a Committee member who initiated the arbitration, the District shall pay the full cost of the arbitrator, but no other costs or attorney fees relating to the arbitration.

13. The terms of this consent judgment shall remain in force for four years following the date of entry, and, thereafter, the consent judgment shall remain in force for successive one year terms upon receipt by the District, on or before the scheduled termination date, of a written request by any Committee member to continue the term of the consent judgment. The initial term of the judgment shall begin on **January 30, 2017** and end on **January 30, 2021**.

14. Upon entry of this consent judgment, all of the plaintiffs’ claims against the defendants hereby are **DISMISSED WITH PREJUDICE**, and this consent judgment resolves all pending claims against all parties and closes the case.

15. The Court shall retain jurisdiction for the sole purpose of enforcing the terms of this consent judgment through **January 30, 2021**, and for the duration of any succeeding term of the judgment if it is renewed according to the terms of paragraph 13.

s/David M. Lawson
DAVID M. LAWSON
United States District Judge

Dated: January 30, 2017

Consented to by:

s/Robert D. Fetter
Attorney for the Plaintiffs

Miller Cohen, PLC
600 W. Lafayette Blvd., 4th Floor
Detroit, MI 48226
Phone: (313) 964-4454
Fax: (313) 964-4490
Email: rfetter@millercohen.com

s/Charles T. Oxender
Attorney for the Defendants
Miller Canfield
150 W. Jefferson Avenue, Suite 2500
Detroit, MI 48226-4415
Phone: (313) 963-6420
Email: oxender@millercanfield.com

PROOF OF SERVICE

The undersigned certifies that a copy of the foregoing order was served upon each attorney or party of record herein by electronic means or first class U.S. mail on January 30, 2017.

s/Susan Pinkowski
SUSAN PINKOWSKI