

UNITED STATES DISTRICT COURT

MIDDLE DISTRICT OF LOUISIANA

<p>EAST BATON ROUGE FEDERATION OF TEACHERS,</p> <p style="text-align: center;">Plaintiff,</p> <p>v.</p> <p>EAST BATON ROUGE PARISH SCHOOL BOARD,</p> <p style="text-align: center;">Defendant.</p>	<p>CIVIL ACTION</p> <p>NO. 3:08-CV-671-JJB</p>
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The East Baton Rouge Federation of Teachers filed a civil action challenging the legality of four of Defendant East Baton Rouge Parish School Board's policies and/or practices, including the suspicionless drug testing of teachers who are injured during the course and scope of their employment. The Board's officially passed policy, entitled "ALCOHOL AND DRUG TESTING," does not and did not require teachers to submit to suspicionless drug testing following an accident or injury during the course and scope of their employment. However, the practices in place did require employees involved in an accident or near miss of an accident, or who were injured during the course and scope of their employment, to submit to drug testing without reasonable suspicion of intoxication.

This document is intended to establish and memorialize the parties' agreement with respect to all of the claims asserted in this case. After reviewing the terms of this document, the Court concludes that the entry of this document comports with the U.S. Constitution and applicable state law.

AGREEMENT

It is hereby agreed by the parties and ordered by the Court as follows:

1. The Board's teachers will no longer undergo drug testing following an accident or injury during the course and scope of their employment, without reasonable suspicion of intoxication. That practice complies with federal and state law. This provision does not purport to remedy any potential violations of the United States Constitution or the laws of the State of Louisiana, beyond those alleged in the complaint filed in this matter.
2. The Board's teachers will no longer be required to report or be taken to a medical facility of the Board's choosing for examination until they have first had the opportunity to receive initial treatment from the physician or his or her choice.
3. The Board's teachers may take two personal days of leave per year, so long as they provide the requisite notice specified per state statute.
4. The Board's teachers who are who are eligible for assault pay shall not forego a portion of their salary and/or sick days.
5. This document shall remain in effect indefinitely. Any party may bring such issues before the Court by filing an appropriate motion. As for the state-law claims, the Board may modify its relevant policies and/or practices upon motion to this Court or upon a duly enacted change in state law that permits the Board to modify its policies and/or practices accordingly.
6. This document does not purport to remedy any potential violations of the United States Constitution or the laws of the State of Louisiana, beyond those alleged in the complaint filed in this matter.

7. The individuals signing this document represent that they are authorized to bind the parties to this document.
8. This document constitutes the entire agreement between the parties relating to this civil action, and no other statement, promise, or agreement, either written or oral, made by either party or agents of either party, that is not contained in this document, shall be enforceable.

WHEREFORE, the parties to this action having agreed to the provisions of this document, this document is hereby entered as the JUDGMENT of this Court.

SO ORDERED this 28th day of May, 2009.



THE HONORABLE JAMES J. BRADY
UNITED STATES DISTRICT JUDGE

AGREED AND CONSENTED TO:

s/ Yigal Bander
Yigal Bander # 24953
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On behalf of Plaintiff East Baton Rouge Federation of Teachers

s/ Anderson O. Dotson III
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On behalf of Defendant East Baton Rouge Parish School Board