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Attorneys for Respondent, Brick Township BOE

BRICK TOWNSHIP EDUCATION
ASSOCIATION, on behalf of itself, and
its Bargaining member, [REDACTED]
[REDACTED]

Petitioners,

v.

BRICK TOWNSHIP BOARD OF
EDUCATION,

Respondent.

OAL DOCKET #: EDU 02461-2021
AGENCY REF.#: 16 – 1/21

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (hereinafter referred to as the “Agreement”) is entered into by and between the Brick Township Board of Education, which has offices located at 101 Hendrickson Avenue, New Jersey 08724 (hereinafter referred to as the “Board”) and the Brick Township Education Association, which has offices located at 270 Chambers Bridge Road, Unit 12, Brick, New Jersey 08724, on behalf of itself, and its Bargaining member, [REDACTED] (hereinafter referred to as the “BTEA”) (hereinafter collectively referred to as the “Parties”).

WHEREAS, the Board and BTEA are parties to a collective bargaining agreement (“CBA”), under which the Board recognizes the BTEA as the majority representative, pursuant to N.J.S.A. 34:13A-1, et seq., representing Classroom Teachers, Special Education Teachers, Nurses, Special Services Personnel, Librarians, Student Services Personnel, Athletic Trainers, Attendance Officers, Instructional Coaches, and Teacher Aides; and,

WHEREAS, the Parties' CBA (effective dates of July 1, 2018 through June 30, 2021) set forth terms for employees' contributions for health benefits and the medical plans offered by the Board; and,

WHEREAS, the New Jersey Legislature enacted P.L. 2020, c. 44 ("Chapter 44"), effective July 1, 2020, which, among other things, created a new State health care plan, New Jersey Educators Health Plan ("NJEHP"); and,

WHEREAS, Chapter 44 applies to both school districts that do and do not participate in the School Employees Health Benefits Program ("SEHBP"); and,

WHEREAS, the Board does not participate in the SEHBP; and,

WHEREAS, pursuant to Chapter 44, the Board provided an "affirmative selection process" to employees hired prior to July 1, 2020, during which employees were required to indicate whether they wanted to maintain their current health plan or whether they would prefer the NJEHP, or its equivalent; and,

WHEREAS, a member of the BTEA requested to enroll her spouse in her current health plan during the "affirmative selection process;" and,

WHEREAS, the Board maintains that Chapter 44 only required an "affirmative selection process," not an "open enrollment period;" and,

WHEREAS, the BTEA maintains that Chapter 44 required an "open enrollment period," and, thereby, the enrollment of spouses/dependents if requested by members; and,

WHEREAS, the BTEA filed a Petition of Appeal ("Petition") seeking, among other things, to compel the Board to permit the enrollment of the BTEA member's spouse and for any damages incurred for the failure to do so; and

WHEREAS, the Board filed an Answer to the Petition, seeking an Order denying the relief sought by the BTEA and the dismissal of the Petition; and

WHEREAS, the Parties are desirous of resolving the issues raised by the BTEA and have reached an amicable resolution thereby avoiding the time and expense associated with further litigation.

NOW, THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

1. In consideration of the documentation provided by the BTEA in support of the alleged damages incurred by [REDACTED] in connection with this matter, the Board will pay [REDACTED] seven-hundred and fifty dollars (\$750.00) within thirty (30) days of the Board's approval of this Agreement at a public meeting.

2. The terms of this Agreement represent the compromise of disputed claims between the Parties.

3. This Agreement shall not constitute, be interpreted, construed, or used as evidence of any admission of fact, law, responsibility, or liability on the part of any party.

4. The Parties agree to submit this Agreement to an Administrative Law Judge for approval in full settlement of all issues pertaining to this matter. If approved, this Agreement shall be incorporated into a Final Decision by an Administrative Law Judge. Nothing contained herein shall be interpreted as preventing the Parties from filing a lawsuit to enforce the terms of this Agreement.

5. The BTEA, individually, and on behalf of all of its members, hereby forever and fully waives and releases the Board from any and all claims and demands raised in its underlying Petition of Appeal (OAL Docket No. EDU 062461-2021), and from any and all claims that may have accrued with respect to the subject matter encompassed by this Agreement. Nothing in the

release set forth in this paragraph shall be construed as a release or waiver of any claims between the Parties seeking to enforce any term or provision of this Agreement.

6. Each party shall bear their own attorneys' fees, costs, expert witness fees, and/or costs of evaluations and expert reports for the entirety of any matter or matters related to the subject matter of this Agreement.

7. The terms of this Agreement shall remain strictly confidential and shall not be divulged to any third party, except the Parties' attorneys and/or accountants/auditors, unless such disclosure is required under applicable law and/or legal process. In response to any direct inquiry about the outcome of the above-described action, the Parties shall indicate only that the matter has been concluded. In the event that the terms of this provision are violated, the non-breaching party may take all reasonable measures (including, but not limited to, court proceedings) to restrain the prohibited or unauthorized disclosure of said information. Any and all costs incurred in connection with such proceedings, including, but not limited to, reasonable attorneys' fees, shall be charged to the party deemed responsible after a final adjudication by a court of competent jurisdiction for breaching this confidentiality provision.

8. This Agreement shall be construed and enforced in accordance with the laws of the State of New Jersey.

9. The undersigned represent that they have the requisite authority to sign this Agreement on behalf of the respective party.

10. The Parties may execute this Agreement in counterparts, each of which is deemed an original and all of which only constitute one original.

11. This Agreement is subject to ratification by the Board and is without prejudice to any party if the terms are not agreed upon. The representatives of the District shall recommend the terms of this Agreement to the Board for approval at its next regularly scheduled BOE meeting.

12. This Agreement constitutes the entire understanding of the Parties hereto and shall supersede any prior agreements between the Parties with respect to its subject matter. Further, there are no representations, warranties, covenants or undertakings other than those expressly set forth herein. Each party acknowledges and agrees that they are not relying upon any oral statements, representations, promises or expectations which are not expressly and explicitly set forth in this Agreement, which alone fully and completely expresses all agreements between the Parties.

13. A modification or waiver of any of the provisions of this Agreement shall be effective and enforceable, only if made in writing, signed and duly authorized by all Parties and executed with the same formality as the Agreement.

14. The terms and conditions set forth herein shall be deemed severable. If any clause or provision contained herein shall be held unenforceable by a court of competent jurisdiction, it shall not affect the validity of any other clause or provision, all of which shall continue in full force and effect.

15. The Parties acknowledge that they are entering into this Agreement of their own accord and without any undue influence, coercion or pressure of any kind; that all the provisions of this Agreement, as well as all questions pertinent thereto, have been fully and satisfactorily explained to them; that they have given due consideration to such provisions and questions and understand them clearly; that the provisions of this Agreement are in all respects acceptable to them and that they, therefore, accept these provisions in full and final satisfaction of all claims and

demands which have been raised or which could have been raised in any litigation related to the within Agreement.

16. The Parties recognize that each had the opportunity to be represented by legal counsel and that they sign this within Agreement as their own voluntary act and deed, and that they understand the duties and obligations enumerated herein.

IN WITNESS WHEREOF, the Parties have hereunto set their hands and seals the date and year set forth:

Witness:

BRICK TOWNSHIP SCHOOL DISTRICT

By: _____
Stephanie Wohlrab, Board President

Dated:

Dated:

Witness:

By: _____
James Edwards, Business Administrator

Dated:

Dated:

Witness:

BRICK TOWNSHIP EDUCATION ASSOCIATION

By: _____
Wayne Puglisi, BTEA President

Dated:

Dated: