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BRICK TOWNSHIP EDUCATION
ASSOCIATION, on behalf of itself, and
its Bargaining members, KEVIN BLIEM
and BRENT MIDDLEMISS,

Petitioners,

v.

BRICK TOWNSHIP BOARD OF
EDUCATION,

Respondent.

OAL DOCKET #: EDU 06238-2021

AGENCY REF.#: 229 – 12/20

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 members, Kevin Bliem and Brent Middlemiss (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, Chapter 44 provides that boards of education shall offer its employees NJEHP, or its equivalent; and,

WHEREAS, Paragraph 8 of Chapter 44 also provides that an employer and the majority representative shall engage in collective negotiations when the net cost of the current health care benefits coverage available to employees is lower than the cost of the NJEHP; and,

WHEREAS, the Board maintains that the implementation of the NJEHP would cause a negative financial impact; and, accordingly, Paragraph 8 of Chapter 44 requires collective negotiations to mitigate a negative financial impact ; and

WHEREAS, the BTEA maintains that Chapter 44 required the implementation of the NJEHP, effective January 1, 2021;

WHEREAS, the BTEA filed a Petition of Appeal ("Petition"), seeking to enforce Chapter 44 and require the Board to offer the NJEHP; 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 filed Motions for Summary Decision, which are currently pending before the Office of Administrative Law ; 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. The Board will offer a health plan equivalent to the NJEHP during the Board's open enrollment period in the Spring of 2023, which will go into effect (for those employees who select it and for those employees who are required to be automatically enrolled in the NJEHP pursuant to Chapter 44) on July 1, 2023.

2. In the event that the NJEHP is modified by the SEHBP Plan Design Committee, State Treasurer, or any other State entity/agency prior to January 1, 2024, the Board will offer the equivalent plan during the Board's open enrollment period in the Spring of 2024, which will go into effect (for those employees who select it and for those employees who are required to be automatically enrolled) on July 1, 2024. In the event that the NJEHP is discontinued by the SEHBP, the Board will mirror said action with its NJEHP-equivalent plan. The Board shall offer employees any new health plan as required in accordance with the provisions of the implementing law.

3. Within seven (7) calendar days of the Board's approval of this Agreement at a public Board meeting, representatives of the Parties will execute a sidebar agreement to the CBA to memorialize this Agreement.

4. Nothing in this Agreement prohibits the Parties from entering into negotiations to discuss a new health benefits plan that would go into effect no earlier than July 1, 2025.

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

6. 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.

7. 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.

8. 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 06238-2021), and from any and all claims that may have accrued with respect to the subject matter encompassed by this Agreement (dispute over the implementation date of NJEHP/NJEHP-equivalent). Nothing in the release set forth in this paragraph shall be construed as a release or waiver of any claims that are not related to the Petition of Appeal (OAL Docket No. EDU 06238-2021) and/or 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.

9. 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.

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

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

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

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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: