

## SIDEBAR AGREEMENT

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BETWEEN  
PARAMUS BOARD OF EDUCATION

AND

EDUCATION ASSOCIATION OF PARAMUS

This AGREEMENT made this 23rd day of March, 2026, by and between the PARAMUS BOARD OF EDUCATION, which has offices located at 145 Spring Valley Road, Paramus, NJ 07652 (hereinafter referred to as the "Board"), and the EDUCATION ASSOCIATION OF PARAMUS (hereinafter referred to as the "Association").

### **WITNESSETH:**

WHEREAS, the Board and the Association are parties to a collective negotiations agreement governing the terms and conditions of employment for teaching staff members for the period beginning July 1, 2022 and ending June 30, 2026 (hereinafter referred to as the "CNA");

WHEREAS, an education association staff member employed by the Board, identified as Employee ID #1401, is experiencing a serious medical condition that requires a continued absence from work;

WHEREAS, Employee ID #1401 has exhausted all accrued personal days and accumulated sick leave.

WHEREAS, Employee ID #1401 is experiencing a significant medical and financial hardship following the exhaustion of available leave;

WHEREAS, certain employees covered by the CNA, specifically those assigned to Group III (9th through 12th grade), are willing to voluntarily donate sick days;

WHEREAS, the Association has requested that the Board permit a voluntary sick leave donation of up to twenty (20) days, with individual employees permitted to donate no more than three (3) days each;

WHEREAS, participation in such donation shall be entirely voluntary and limited in scope;

WHEREAS, there is no provision in the CNA that permits the donation of sick leave;

WHEREAS, due to these extenuating circumstances, the Board is willing to permit such voluntary donations under the terms and conditions set forth herein, without establishing a past practice;

WHEREAS, the parties desire to enter into this Sidebar Agreement to allow for the limited and conditional donation of sick leave for the sole benefit of Employee ID #1401.

## **NOW, THEREFORE**

Based on the foregoing premises, the parties agree as follows:

### **AGREEMENT TERMS**

1. Sick Day Donation: Employees assigned to Group III (9th through 12th grade) may voluntarily donate sick days. The total shall not exceed twenty (20) days. No employee may donate more than three (3) days.
2. Eligibility: This donation is permitted due to significant medical and financial hardship after exhaustion of all leave.
3. Notification Deadline: Donations must be submitted to the Business Office by April 24, 2026.
4. Irrevocability: Donations are irrevocable. Unused days will be returned via lottery.
5. Duration: Donated days may be used through the anticipated return-to-work date.
6. Entire Agreement. This Sidebar Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings, and agreements, whether written or oral. This Sidebar Agreement may not be amended, modified, or waived except by a written instrument signed by authorized representatives of both Parties.
7. No Precedential Value. The Parties agree that this Sidebar Agreement: (a) shall have no precedential value whatsoever in any forum; (b) does not constitute, create, establish, recognize, or acknowledge any past practice, custom, usage, or course of dealing; (c) shall not be cited, referenced, introduced as evidence, or relied upon in any grievance, arbitration, unfair practice charge, litigation, or other proceeding by either Party or any individual currently or formerly employed in a position within the scope of the CNA's recognition clause (except: (i) to enforce the specific terms of this Sidebar Agreement, or (ii) to establish that the Parties agreed this Sidebar Agreement has no precedential value); (d) shall not be used to support or oppose any claim regarding past practice, established practice, status quo, or any Party's historical position in collective negotiations, mediation, fact-finding, super conciliation, or in any other forum; and (e) does not constitute evidence of either Party's interpretation of the CNA or any other policy, agreement, or legal obligation. This Section shall survive the termination, expiration, or revocation of this Sidebar Agreement and shall remain binding on the Parties in perpetuity.
8. No Third-Party Beneficiaries. This Sidebar Agreement creates rights and obligations solely between the Board and the Association as the exclusive collective negotiations representative under the Recognition Clause of the Parties' CNA. No individual covered by said Recognition Clause, nor any other person, shall have any rights under this Sidebar Agreement, be deemed a third-party beneficiary hereof, or be entitled to enforce or challenge any provision of this Sidebar Agreement. Any benefit that may accrue to an individual employee is purely incidental and does not create any individual right, claim, or cause of action. Individuals covered by the Recognition Clause are bound by this Sidebar Agreement through the Association's status as their exclusive representative, but possess no individual standing to enforce, challenge, modify, or interpret its terms.


9. Authority. By executing this Sidebar Agreement, the undersigned representative of the Association hereby represents, warrants, and certifies that: (a) they possesses full authority under the Association's constitution, bylaws, and governing documents to execute this Sidebar Agreement on behalf of the Association; (b) the execution of this Sidebar Agreement on behalf of the Association has been duly authorized by the Association in accordance with all applicable internal procedures and requirements; and (c) all steps necessary to make this Sidebar Agreement valid and binding on the Association and its members has occurred.

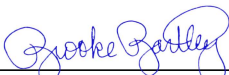
10. Full Understanding. The Parties acknowledge that they have read this Sidebar Agreement, understand its terms, have had the opportunity to consult with counsel, and enter into it voluntarily without duress or coercion.

11. Severability. If any provision of this Sidebar Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect, and such invalid provision shall be reformed to the minimum extent necessary to make it valid and enforceable while preserving the Parties' intent.


SIGNATURES

PARAMUS BOARD OF EDUCATION

By:   
\_\_\_\_\_  
Keri Greene, Board President  
Date: March 23, 2026

WITNESS:  
  
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Brooke Bartley  
Business Administrator/Board Secretary  
Date: March 23, 2026

EDUCATION ASSOCIATION OF  
PARAMUS

By:   
\_\_\_\_\_  
Christine Goldman, Association  
President  
Date: March 25, 2026

WITNESS:  
\_\_\_\_\_  
Name:  
Title:  
Date:  
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