

Sidebar Agreement

to the Collective Negotiations Agreement between the
Paramus Board of Education and Education Association of Paramus

WHEREAS, the Paramus Board of Education and the Education Association of Paramus are parties to a Collective Negotiations Agreement covering the 2023-2024, 2024-2025, and 2025-2026 school years (“CNA”); and

WHEREAS, Article 13.A.5 of the CNA, entitled “Non-Coverage of Health Insurance,” provides that the Board will pay a cash incentive payment to those employees who waive medical, prescription, dental, or optical insurance coverage for a *full calendar year* (January 1 through December 31) on the second pay period of January of the following year; and

WHEREAS, with the Board having transitioned its employee health benefits from the State Health Benefits Program (“SEHBP”) to the School Health Insurance Fund (“SHIF”) administered by Aetna, effective August 1, 2025, that has resulted in confusion regarding the employees’ ability to comply with the express terms of the CNA and obtain the waiver payment; and

WHEREAS, the parties wish to clarify the treatment of waiver payments for employees who elected to waive coverage beginning August 1, 2025 under the SHIF plan.

NOW, THEREFORE, based on the foregoing premises and the mutual promises and covenants contained herein, the parties agree as follows:

- 1. Allowing Partial Waivers.** The parties agree that those employees who waived coverage effective August 1, 2025 through June 30, 2026 shall receive a prorated waiver, for eleven months, payable in July 2026, regardless of the current language of Article 13.A.5.c.
- 2. Future Negotiations.** The Board and Association agree to revisit this topic during successor negotiations or through a separate memorandum to determine whether to align future waiver periods

with the fiscal or plan year (July 1 through June 30) beginning in subsequent contract years, permitting waivers on a six-month basis, or some other variation thereof.

3. **Other Clauses Unchanged.** All other provisions set forth in the parties' Agreement not addressed herein shall remain in full force and effect.
4. **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.
5. **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; (e) does not constitute evidence of either Party's interpretation of the CNA or any other policy, agreement, or legal obligation; (f) represents a one-time accommodation specific to the switch to the SHIF Aentna plan, and shall not be construed as establishing the Board's willingness to make similar accommodations in the future. The Parties expressly agree that any decision by the Board to grant or deny similar requests for accommodations from other employees within the unit defined by the CNA's Recognition Clause shall not constitute disparate

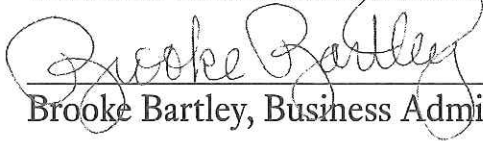
treatment under the CNA or Board Policy, provided such decisions comply with applicable law. This Section shall survive the termination, expiration, or revocation of this Sidebar Agreement and shall remain binding on the Parties in perpetuity.

6. **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.
7. **Authority.** By executing this Sidebar Agreement, the undersigned representative of the Association hereby represents, warrants, and certifies that: (a) they possess 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.
8. **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.

9. **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.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals with the date and year written below.

Paramus Board of Education




Brooke Bartley, Business Administrator/Board Secretary

1/27/26

Date

Association



Christina Goldman

1/29/26

Date