

**SIDE BAR AGREEMENT
BETWEEN
GLASSBORO BOARD OF EDUCATION
AND JEFF CUSACK
GLASSBORO PRINCIPALS AND SUPERVISORS ASSOCIATION
REGARDING ONE TIME MERIT PAYMENT**

WHEREAS, the Governor of the State of New Jersey closed schools in New Jersey effective March 18, 2020 due to the Coronavirus pandemic; and,

WHEREAS, schools may remain closed for the 2020-21 school year, or reopen, or reopen and then close again; and,

WHEREAS, as a result of the uncertainties surrounding the re-opening of schools and the 2019-2020 and 2020-2021 sports programs; and

WHEREAS, the Glassboro Board of Education ('Board') and the Glassboro Principals and Supervisors Association ('Association') have, through their duly appointed representatives, engaged in discussions concerning a one-time merit payment to the Athletic Director in accordance with the current collective bargaining agreement, Article XVI (B) and,

WHEREAS, the Board and Association wish to memorialize their agreement concerning the payment of a one-time merit payment to the Athletic Director for his efforts regarding the spring 2019-2020 and the fall and winter 2020-2021 sports seasons;

NOW THEREFORE, the Board and Association agree as follows:

1. The Board agrees to pay the Athletic Director a one-time merit payment in the amount of \$7,800.00 for his efforts in regards to the 2019-2020 and 2020-2021 sports seasons. This payment shall not be pensionable, but all normal payroll taxes shall be withheld from the payment. The Board and the Association agree that the Board has the right to make such merit payment in accordance with Article XVI (B) of the Agreement, but agree that this one-time payment shall not entitle the Athletic Director to a salary adjustment or increase.
2. The Association and the Athletic Director agree and understand that the Board makes no representations regarding the Federal and/or State tax consequences of the payment referred to above and the Board shall not be responsible for any tax liability, interest or penalty incurred by the Athletic Director which in any way arises out of and/or is related to said payment. The Athletic Director agrees and assumes all responsibilities and liabilities for any and all taxes, including penalties, interest and fines that may be imposed by any taxing authorities on any portion of the above-referenced amount to be paid to the Athletic Director. The Athletic Director understands and agrees to release, hold harmless and indemnify the BOARD from all responsibilities and liabilities for any taxes, including fines, penalties and interest, which may be imposed by any taxing authority on any portion of this payment. In no circumstances will the BOARD have any responsibilities or liabilities for any taxes that may be imposed on the Athletic Director as a result of this payment.

3. The provisions of this Agreement shall not constitute past practice, nor bind the Board of Education in the future except as specifically provided herein.

**GLASSBORO PRINCIPALS AND
SUPERVISORS ASSOCIATION**

**GLASSBORO BOARD OF
EDUCATION**

GEORGE WEEKS, PRESIDENT

PETER J. CALVO, JR., PRESIDENT

JEFF CUSACK, ATHLETIC DIRECTOR

Dated: _____