

## **EMPLOYMENT CONTRACT**

This Employment Contract is made this 15<sup>th</sup> day of October, 2025, between

THE BOARD OF EDUCATION OF EAST GREENWICH TOWNSHIP,  
in Gloucester County (hereinafter "the Board")  
with offices located at  
559 Kings Highway, Mickleton, New Jersey  
and  
Andrea Evans (hereinafter "the Superintendent").

This Employment Contract replaces and supersedes all prior Employment Contracts between the parties hereto. Signature of this Contract constitutes assent to a rescission of any and all prior contracts, as well as agreement to the terms herein.

### **WITNESSETH**

**WHEREAS**, the Board desires to employ Andrea Evans as Superintendent of the school district; and,

**WHEREAS**, the Board desires to provide the Superintendent with a written employment contract in order to enhance administrative stability and continuity within the schools, which the Board believes generally improves the quality of its overall educational program; and,

**WHEREAS**, the Board and the Superintendent believe that a written employment contract is necessary to describe specifically their relationship and to serve as the basis of effective communication between them as they fulfill their governance and administrative functions in the operation of the education program of the schools; and,

**WHEREAS**, the Superintendent is currently the holder of a certificate of eligibility to be appointed as a chief school administrator;

**NOW, THEREFORE**, in consideration of the following mutual promises and obligations, the parties agree as follows:

### **ARTICLE I** **EMPLOYMENT**

The Board hereby agrees to employ Andrea Evans as Superintendent of Schools for the period of October 15, 2025 through 11:59 p.m. June 30, 2030. The parties acknowledge that this Contract must be approved by the Gloucester County Executive County Superintendent in accordance with applicable law and regulation.

### **ARTICLE II** **CERTIFICATION**

The parties acknowledge that the Superintendent currently possesses the appropriate New Jersey administrative certification and school administrator endorsement (attached as Exhibit A).

If, at any time during the term of this Contract, the Superintendent's certification(s) is revoked, this Contract shall be null and void as of the date of the revocation. The Superintendent will provide official course transcripts for all earned postsecondary degrees to the Board of Education. These transcripts will be kept on file in the Board office. (Attached as Exhibit B.)

### **ARTICLE III**

#### **DUTIES**

In consideration of the employment, salary and fringe benefits established hereby, the Superintendent hereby agrees to the following:

A. To perform faithfully the duties of Superintendent of Schools for the Board and to serve as the chief school administrator in accordance with the laws of the State of New Jersey, Rules and Regulations adopted by the State Board of Education, existing Board policies and those which are adopted by the Board in the future. The specific job description adopted by the Board, applicable to the position of Superintendent of Schools, is incorporated by reference into this Contract.

B. To devote the Superintendent's full time, skills, labor, and attention to this employment during the term of this Contract; and further agrees not to undertake consultative work, speaking engagements, writing, lecturing, or other professional duties for compensation without written permission of the Board which will not be unreasonably withheld. Should the Superintendent choose to engage in such outside activities on weekends, on her vacation time, or at other times when she is not required to be present in the district, she shall retain any honoraria paid. Otherwise, an honorarium received shall be turned over to the district. The Superintendent shall notify the Board President in the event she is going to be away from the district on district business for two (2) or more days in any week. Any time away from the district that is not for district business must be arranged in accordance with provisions in this Contract governing time off. The Board recognizes that the demands of the Superintendent's position require her to work long and irregular hours, and occasionally may require that she attend to district business outside of the district.

C. To assume the responsibilities for the selection, renewal, placement, removal, and transfer of personnel, subject to the approval of the Board, by recorded roll call majority vote of the full membership of the Board, and subject to applicable Board policies and directives. The Board shall not withhold its approval of any such recommendation for arbitrary or capricious reasons, all in accordance with *N.J.S.A. 18A:27-4.1*.

D. To non-renew personnel pursuant to *N.J.S.A. 18A:27-4.1*, and to provide a written statement of reasons for non-renewal upon proper request to the employee.

E. To study and make recommendations with respect to all criticisms and complaints, which the Board, either by committee or collectively, shall refer to her. The Superintendent shall have the right to contact the Board's attorney for legal assistance as the need arises in carrying out her duties.

F. To assume responsibility for the administration of the affairs of the school district, including but not limited to programs, personnel, fiscal operations, and instructional programs. All duties and responsibilities therein will be performed and discharged by the Superintendent, or by staff, at the Superintendent's direction.

G. To have a seat on the Board and have the right to speak (but not vote) on all issues before the Board in accordance with applicable law. The Superintendent shall attend all regular and special meetings of the Board, (except where a *Rice* notice has been served upon the Superintendent notifying her that her employment will be discussed in closed session, and the Superintendent had not requested that the meeting be conducted in public, or where the Superintendent has a conflict of interest), and all

committee meetings thereof, and shall serve as advisor to the Board and said committees on all matters affecting the school district.

H. To suggest, from time to time, regulations, rules, policies, and procedures deemed necessary for compliance with law and/or for the well being of the school district.

I. To perform all duties incident to the Office of the Superintendent and such other duties as may be prescribed by the Board from time to time. The Board shall not substantially increase the duties of the Superintendent by assigning her the duties or responsibilities of another position or title unless the parties agree upon additional compensation commensurate with such increase in duties and the additional compensation is reflected in an addendum to this Contract and such addendum has been approved by the Executive County Superintendent. The Superintendent shall, at all times, adhere to all applicable federal and state statutes, rules, regulations, and executive orders, as well as district policies and regulations.

#### **ARTICLE IV** **SALARY AND BENEFITS**

A. Any adjustment in salary made during the life of this Employment Contract shall be in the form of an amendment and shall become part of this Employment Contract, but it shall not be deemed that the Board and the Superintendent have entered into a new employment contract.

1. Salary: The Board shall pay the Superintendent an annual salary of one hundred sixty-eight thousand from July 1, 2025 through June 30, 2030. This annual salary rate shall be paid to the Superintendent in accordance with the schedule of salary payments in effect for other certified employees.

The Board and the Superintendent have agreed to the following salary schedule:

School Year 2025-2026- \$168,262;

School Year 2026-2027- \$174,151;

School Year 2027-2028- \$180,246;

School Year 2028-2029- \$186,554;

School Year 2029-2030- \$193,083.

In the event that the Board and the Superintendent agree that a salary increase should exceed the above salaries, then the parties agree and acknowledge that such salary increase must be reviewed and approved by the Executive County Superintendent.

2. Merit Bonuses: The Superintendent may receive a merit bonus in addition to her annual base salary. The merit bonus will be based upon her achievement of quantitative merit criterion and/or qualitative merit criterion. One (1) quantitative and (1) qualitative merit criteria may be selected per contract year based on board approval. The Executive County Superintendent shall approve or disapprove the selection of quantitative merit and/or qualitative merit criteria and the data that forms the basis of measuring the achievement of quantitative merit and/or qualitative merit criteria. The Superintendent may receive a merit bonus in the amount up to 3.33% of her annual base salary for each quantitative merit criterion achieved, and/or a merit bonus in the amount of up to 2.5% of annual base salary for each qualitative merit criterion achieved. The Board shall submit a resolution to the Executive County Superintendent certifying that the quantitative merit and/or qualitative merit criterion have been satisfied and shall await confirmation of the satisfaction of that criterion from the Executive County Superintendent prior to payment of the merit bonus.

3. Salary Reduction Annuity: The Superintendent shall have the right to take a reduction in salary and require the Board to use an amount corresponding to such reduction to purchase a tax sheltered annuity and/or mutual fund investment in accordance with N.J.S.A. 18A:66-127, et seq. and applicable tax laws, including Sections 403 (b) and 457(b) of the Federal Internal Revenue Code. The maximum amount of reduction in salary authorized shall be the maximum tax deferral amount permitted by the Federal Internal Revenue Code.

B. Sick Leave: The Superintendent shall receive twelve (12) sick days annually. This Superintendent having been appointed to this position and currently serving in the district will have all accumulated sick leave carried forward. Upon retirement from a state or locally administered retirement system and after the Superintendent has completed a minimum of five (5) years continuous service in the district at the time of retirement, the Board shall pay the Superintendent for up to one hundred and fifty (150) days of accrued but unused sick days credited on the date of retirement at the rate of sixty-five dollars (\$65.00) per day. Reimbursement for sick days shall be consistent with the law in effect at the time this Contract is signed. Such payment shall not exceed nine thousand seven hundred and fifty dollars (\$9,750.00) and any such payment shall be made within thirty (30) days of the Superintendent's last day of employment. Accumulated unused sick leave compensation shall not be paid to the Superintendent's estate or beneficiaries in the event of death prior to retirement.

C. Professional Memberships and Professional Development: The Superintendent shall be entitled to membership, at the Board's expense for professional dues in the following professional associations: NJASA, AASA, and the Gloucester County Administrators Association and/or other organizations deemed important by the Superintendent and the Board not to exceed \$5,000. The Superintendent shall be entitled to reimbursement for reasonable expenses incurred while discharging the duties of Superintendent in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations. (*N.J.S.A. 18A:11-12 and N.J.A.C. 6A:23A-7, et seq.*). Such reimbursement shall comply with all applicable provisions of state and federal statutory and regulatory provisions and guidance, and with board policy. The Superintendent shall be entitled to attend the annual NJSBA Workshop and Convention, the annual conference of the NJASA, and TechSpo. Reimbursement or payment for such expenses shall be made in accordance with *P.L. 2007, c. 53, The School District Accountability Act* and affiliated regulations, and Board not to exceed \$3,000. To the extent the Board has not otherwise approved of the Superintendent's attendance at a professional development workshop or convention, the Superintendent shall be responsible for payment of all expenses associated with her attendance at any such conference, convention or meeting. The Superintendent may subscribe to appropriate educational and/or professional publications within the limit set in the annual budget.

D. Tuition Reimbursement: The Board agrees to reimburse the Superintendent for up to nine (9) graduate credits, per school year, at the prevailing Rowan University rate for the pursuit of a doctoral degree not to exceed \$10,000 per year. . Coursework must culminate in a graduate degree conferred by a duly accredited institution of higher education. Should the Superintendent voluntarily leave the district prior to the end of the term of this Contract the Superintendent will reimburse fifty percent (50%) of any of the reimbursements received.

E. Health Benefits:

1. The Board shall provide the Superintendent with health benefits; a prescription drug plan and a dental plan for the Superintendent and their eligible dependents the same as is in effect for other full-time employees. Pursuant to applicable law and regulation, the employee shall contribute an

amount toward payment of premiums. Also, with respect to employer contributions, for SHBP employers, the cost of coverage is the cost of medical and prescription coverage. For non-SHBP employers, the cost of coverage includes all health care benefits (medical, prescription, dental, vision, etc.). The superintendent will contribute toward health benefits at the same percentage rate as in effect for other full-time employees.

2. The Superintendent may waive coverage in any of the health benefits plans if covered through a spouse, civil union or domestic partner's health plan, and in accordance with procedures established by the Board. The Superintendent will be paid the lesser of twenty-five percent (25%) of the premium saved or five thousand dollars (\$5,000.00) for waiving such coverage.

3. The Board shall provide the Superintendent a \$125 cafeteria plan in accordance with P.L. 2011, ch. 78.

G. Vacation Leave:

1. The Superintendent shall be entitled to an annual vacation of twenty (20) working days per year, prorated. All of the vacation days shall be available for the Superintendent's use on July 1<sup>st</sup> of each year of the Contract at which time they will vest.

2. The Superintendent shall take her vacation time after giving the Board President reasonable notice. The Superintendent may take vacation days during the school year, upon notice to the Board President. The Superintendent is expected to attend to the business of the district as required for the smooth and efficient operation of the school district. The Superintendent shall document the use of accrued vacation days with the Board Secretary.

3. If the School Superintendent is unable to use his/her vacation leave in a given year due to business demands, any unused vacation leave may be carried over into the next year consistent with N.J.S.A. 18A:30-9.1. All vacation days carried over must be used in the next year or those days will be forfeited. In determining vacation entitlement, Saturdays, Sundays, and legal holidays shall not be counted. In the event that the Superintendent retires or resigns during the performance of this Employment Contract, vacation day shall be earned on a pro-rated basis. Vacation days upon separation from district must be paid per N.J.A.C. 6A:23A-3.1 (e) 9 at a 1/260 per diem calculation.

4. Upon separation from employment, the Superintendent shall be paid for her unused, accumulated vacation days. The per diem rate for unused vacation days shall be calculated as 1/260<sup>th</sup> of the Superintendent's final salary. The Board shall make any such payment within thirty (30) days after the Superintendent's last day of employment. In the event of the Superintendent's death, payment for her unused accumulated vacation days shall be made to her estate.

H. Holidays and School Breaks: The Superintendent shall be entitled to time off with full pay for all holidays granted to other administrators in the district. Except when the business demands of the district require otherwise, the Superintendent shall be entitled to time off with full pay during the winter and spring breaks when school is not in session.

I. Personal Days: The Superintendent shall be entitled to three (3) personal days, per school year, to attend to personal business during the school day, with full pay during the work year. Personal days may

be taken during the school year with the prior permission of the Board President. As much advance notice as possible of the request to take personal time will be given. Personal day usage shall be reflected on time-off slips filed with the Board Secretary. Unused personal days will convert to sick days at the end of the year.

J. Mileage Reimbursement: The Superintendent shall be reimbursed for actual mileage when using her personal vehicle for Board business as annually established by the Annual Appropriations Act or the New Jersey Office of Management and Budget. Reimbursement for the use of a personal vehicle shall be tendered only upon proof of compliance with applicable regulations.

K. Time Off Records: The Superintendent shall be responsible for filing a time-off slip, in advance of the time off, as set forth herein, or immediately upon her return to the district in the event of an unplanned absence, with the Board Secretary each time any leave is taken. The Superintendent and Board President shall periodically review the Superintendent's attendance record to assure correctness.

L. Disability Insurance Reimbursement: The Board agrees that on behalf of the Superintendent it will pay and/or reimburse one hundred percent (100%) of the premium currently paid by the Superintendent up to one thousand five hundred dollars (\$1,500.00) per school year for her disability insurance policy. This shall not be construed as a duplication of the benefits available under the New Jersey Temporary Disability Insurance Policy. This benefit does not supplement or duplicate other benefits that are otherwise available to employee by operation of law or existing group plan [N.J.A.C. 6A:23A-3.1(e) 7], or does not reimburse or pay for employee contributions that are either required by law or by a contract in effect in the district with other employees. [N.J.A.C. 6A:23A-3.1(e) 5]

M. Bereavement Leave: The Superintendent shall be entitled to five (5) days of leave, without loss of pay due to the death of her father, mother, husband, partner in a civil union, stepparent, stepchild, stepsibling, brother, sister, father-in-law, mother-in-law, son, daughter, grandchild, or any person permanently living with the Superintendent. The Superintendent shall be entitled to three (3) days of leave, per incident, without loss of pay due to the death of a sister-in-law, brother-in-law, aunt, uncle or other near relative.

N. District-Provided Technology: The Board shall supply the Superintendent with the use of a new laptop computer (with Internet access), not to exceed \$2000, which is the property of the Board and shall be returned to the District at the end of the Superintendent's employment with the District. The Board shall be responsible for all maintenance and software updates associated with the laptop computer. The laptop computer shall be replaced as necessary. Incidental personal use of the device by the Superintendent shall be permitted.

## **ARTICLE V**

### **ANNUAL EVALUATION**

A. The Board shall evaluate the performance of the Superintendent at least once a year on or before June 30<sup>th</sup> in accordance with statutes, regulations and Board policy relating to Superintendent evaluation. Each annual evaluation shall be in writing and shall represent a majority of the Board. Prior to finalization, a copy of the evaluation shall be provided to the Superintendent, and the Superintendent and the Board shall meet to discuss the findings. The Board may meet in closed session to discuss the evaluation and the Superintendent's performance where a Rice notice has been served upon the Superintendent, giving notice that the Superintendent's employment will be discussed in closed session, and the Superintendent has not requested that the meeting be conducted in public. The evaluations shall be based upon the criteria adopted by the Board, the goals and objectives of the district, which shall include encouragement of student achievement, the responsibilities of the Superintendent as set forth in the job description for the position of Superintendent, the district's placement on the NJQSAC continuum (with respect to those DPRs that are within the Superintendent's control), and such other criteria as the State Board of Education shall by regulation prescribe. The instrument to be used will be as outlined by the New Jersey School Boards Association or that of the Department of Education of the State of New Jersey.

In the event that the Board determines that the performance of the Superintendent is unsatisfactory in any respect, it shall describe in writing, and in reasonable detail, the specific instances of unsatisfactory performance. The evaluation shall include specific recommendations for improvement in all instances where the Board deems performance to be unsatisfactory. The Superintendent shall have the right to respond in writing to the evaluation; this response shall become a permanent attachment to the evaluation in question and will be included in the Superintendent's personnel file. On or before June 1<sup>st</sup> of each year of this Employment Contract, the Superintendent and the Board shall meet to review the evaluation format and to mutually determine the evaluation format to be used in the subsequent school year.

The final draft of the annual evaluation shall be adopted by the Board on or before June 30<sup>th</sup>. The Superintendent shall propose a schedule for evaluation for the next year to the Board President by the annual organization meeting each year.

B. Within sixty (60) days of July 1<sup>st</sup> each year, the parties shall meet to establish the district's goals and objectives for the school year. Said goals and objectives shall be reduced to writing and shall be among the criteria by which the Superintendent is evaluated, as hereinafter provided.

## **ARTICLE VI**

### **TERMINATION OF EMPLOYMENT CONTRACT**

A. This Contract shall terminate under any one of the following circumstances:

- (1) failure to obtain/possess/maintain proper certification;
- (2) revocation or suspension of the Superintendent's certificate, in which case this Contract shall be null and void as of the date of revocation, as required by *N.J.S.A. 18A:17-15.1*;
- (3) forfeiture under *N.J.S.A. 2C: 51-2*;
- (4) mutual agreement of the parties;

- (5) notification in writing by the Board to the Superintendent, on or before February 1, 2030, of the Board's intent not to renew this Contract in accordance with Article VII; or
- (6) material misrepresentation of employment history, educational and professional credentials, and criminal background, subject to *N.J.S.A. 18A:6-10, et seq.*

B. In the event the Superintendent is arrested and charged with a criminal offense, which could result in forfeiture under *N.J.S.A. 2C: 51-2*, the Board reserves the right to suspend her pending resolution of the criminal charges. Such suspension shall be with pay prior to indictment, and may be with or without pay, at the Board's discretion, subsequent to indictment, unless the Board certifies contractual tenure charges.

C. Nothing in this Contract shall affect the Board's rights with regard to suspension under *N.J.S.A. 18A:6-8.3* and applicable case law.

D. The Superintendent may terminate this Employment Contract upon at least ninety (90) calendar days written notice to the Board, filed with the Board Secretary, of her intention to resign.

E. The Superintendent shall not be dismissed or reduced in compensation during the term of this Contract, except as authorized by paragraphs B. and C. *supra* and *N.J.S.A. 18A:17-20.2*, provided, however, that the Board shall have the authority to relieve the Superintendent of the performance of her duties in accordance with *N.J.S.A. 18A:27-9*, so long as it continues to pay her salary and benefits for the duration of the term. The parties understand that any early termination must comply with the provisions of *P.L.2007, c. 53, The School District Accountability Act*.

## **ARTICLE VII**

### **RENEWAL – NONRENEWAL**

The Superintendent's employment shall automatically renew for a term of five (5) years, expiring July 1, 2035, unless either of the following occurs:

- A. the Board by contract reappoints the Superintendent for a different term allowable by law; or
- B. the Board notifies the Superintendent in writing, on or before February 1, 2030, that she will not be reappointed at the end of the current term, in which case her employment as Superintendent shall cease upon the expiration of this Contract. Any action by the Board to non-renew the Superintendent's employment shall be made by an affirmative vote of the majority of the full membership of the Board.

## **ARTICLE VIII**

### **COMPLETE AGREEMENT**

This Contract embodies the entire agreement between the parties hereto and cannot be varied except by written agreement of the undersigned parties.



**ARTICLE IX**  
**SAVINGS AND CONFLICTS CLAUSE**

If, during the term of this Contract, it is found that a specific clause of the Contract is illegal under federal or state law, the remainder of the Employment Contract is not affected by such a ruling and shall remain in full force. In the event of any conflict between the terms, conditions and provisions of this Employment Contract and the provisions of the Board's policies or any permissive federal or State law, the terms of this Employment Contract shall take precedence over the contrary provisions of the Board's policies or any such permissive law, unless otherwise prohibited by law.

**ARTICLE X**  
**RELEASE OF PERSONNEL INFORMATION**  
**PERSONNEL RECORDS**

The Superintendent shall have the right, upon request, to review the contents of her personnel file and to receive copies at Board expense of any documents contained therein. She shall be entitled to have a representative accompany her during such review. At least once every year, the Superintendent shall have the right to indicate those documents and/or other materials in her file that she believes to be obsolete or otherwise inappropriate to retain; and, upon final approval of the Board, such documents identified by her shall be destroyed consistent with the Destruction of Public Records Act.

No material derogatory to the Superintendent's conduct, service, character, or personality shall be placed in her personnel file unless she has had an opportunity to review the material. The Superintendent shall acknowledge that she has had the opportunity to review such material by affixing her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The Superintendent shall also have the right to submit a written answer to such material.

**ARTICLE XI**  
**DUE PROCESS AND INDEMNIFICATION**

The Board shall not hold any discussions regarding the Superintendent's employment, unless the Superintendent is given written notice at least 48 hours in advance, is given the opportunity to address the Board in closed session, and is permitted to have a representative of her choosing speak on her behalf. In addition, the Board shall not hold any discussions with regard to the Superintendent's performance, or that may adversely affect the Superintendent's employment, in public session, unless the Superintendent requests that such discussions be held in public session, pursuant to the Open Public Meetings Act.

The Board shall defend, hold harmless and indemnify the Superintendent from any and all demands, claims, suits actions and legal proceedings of any kind brought against the Superintendent in her capacity as an agent and/or employee of the Board. If, in the good faith opinion of the Superintendent, a conflict exists in regard to the defense of any claim, demand or action brought against her, and the position of the Board in relation thereto, the Superintendent may engage her own legal counsel, in which event the Board shall indemnify the Superintendent for the costs of her legal defense. The Board shall maintain liability coverage for the Superintendent in a face amount of at least \$1 million, including employment practices liability coverage.

**ARTICLE XII**  
**PRE-EXISTING TENURE RIGHTS**

Pursuant to *N.J.S.A. 18A:17-20.4*, the Superintendent retains all tenure rights accrued in any position which she has held in the District. The Superintendent shall also continue to accrue seniority in all positions in which she achieved tenure in the District. The Superintendent shall have the right to assert all tenure and seniority rights in the event that the Board does not renew the Superintendent's employment for any reason.

**IN WITNESS WHEREOF**, the parties have set their hands and seals to this Employment Contract effective on the day and year first above written.

\_\_\_\_\_  
Andrea Evans  
SUPERINTENDENT

\_\_\_\_\_  
Mark Schonewise, PRESIDENT  
EAST GREENWICH TOWNSHIP BOARD OF EDUCATION

Attest:

BY: \_\_\_\_\_  
Gregory Wilson  
BOARD SECRETARY

WITNESS: \_\_\_\_\_

Date: \_\_\_\_\_