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SUPERINTENDENT

CONTRACT OF EMPLOYMENT FOR SUPERINTENDENT OF SCHOOLS

THIS AGREEMENT made this 12th day of June 2007, between the Board of Education of the Town of Westfield, Union County, New Jersey, having its office located at 302 Elm Street, Westfield, New Jersey 07090 (hereinafter referred to as the "Board" of the "District") and Dr. Margaret Dolan, residing at 431 W. Saddle River road, Upper Saddle River, New Jersey 07458 (hereinafter referred to as "Dr. Dolan" or the "Superintendent");

WHEREAS, the Board is a duly constituted and validly existing Board of Education pursuant to Title 18A of the New Jersey Statutes; and

WHEREAS, it is the goal of the Board to maintain a thorough and efficient system of free public schools to provide all children in the Town of Westfield, New Jersey, regardless of socioeconomic status or geographic location, the educational opportunity which will prepare them to function politically, economically and socially in a democratic society; and

WHEREAS, the Board is authorized by N.J.S.A. 18A:17-15 to appoint for a term of not less than three nor more than five

years, a superintendent of schools by the recorded majority vote of the full membership of the Board; and

WHEREAS, the Board has appointed Dr. Margaret Dolan as Superintendent of Schools, effective as of September 1, 2007, by a Resolution adopted by the recorded roll call unanimous vote of the full membership of the Board at a meeting held on the 12th day of June 2007, subject to the execution of this Agreement by Dr. Dolan and the Board, the form and substance of which have been agreed upon; and

WHEREAS, Dr. Dolan has accepted and hereby accepts the appointment by the Board as Superintendent of Schools and hereby agrees to abide by and comply with the terms, covenants and conditions hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein and pursuant to the authority contained in N.J.S.A. 18A:1-1 et seq., the Board and Dr. Dolan hereby agree as follows:

1. Employment. The Board hereby appoints Dr. Dolan as Superintendent of Schools and Dr. Dolan hereby accepts said appointment upon the terms and conditions hereinafter set forth.

2. Term. Subject to the provisions for termination as hereinafter provided and further subject to the limitations of

N.J.S.A. 18A:17-15, the term of this Agreement shall begin on September 1, 2007, and shall terminate on June 30, 2011.

3. Duties. Dr. Dolan, as Superintendent of Schools of the District, a local Board of Education as that term is defined by Title 18A of the New Jersey Statutes, shall have such rights, duties and responsibilities as are set forth in Title 18A of the New Jersey Statutes and Title 6 of the New Jersey Administrative Code, as such statutes and regulations may from time to time be amended by the Legislature of the State of New Jersey or by the New Jersey State Board of Education or Commissioner of Education.

4. Extent of Services. Except for participation (at times and in a manner which is not in conflict with her carrying out her duties under this Contract) in teaching, lectures, seminars and workshops, where the subject is directly related to the field of education, and in other activities directly related to the field of education, Dr. Dolan shall devote herself exclusively to the duties of her office and, without the prior consent in writing of the Board, shall not during the term of this Contract be engaged in any other business activity whether or not such business activity is pursued for gain or other pecuniary advantage.

5. Certificate Required. Dr. Dolan represents and warrants to the Board that she is the holder of a presently valid certificate issued by the New Jersey Commissioner of Education as to her qualifications as a Superintendent of Schools.

6. Compensation and Annual Evaluation.

a. For all services rendered by Dr. Dolan under this Contract, the Board shall, during the first school year of the terms, September 1, 2007 through July, 2008, pay Dr. Dolan a salary at the rate of \$175,000 per annum or \$14,583.33 per month, payable in equal semi-monthly installments.

b. Subject to and conditioned upon Dr. Dolan's continuing employment as Superintendent of Schools and receipt by the Board of satisfactory written evaluations pursuant to New Jersey law and statutes, the Board shall pay Dr. Dolan an annual salary of \$181,650 for the 2008-2009 school year, an annual salary of \$188,553 for the 2009-2010 school year, and an annual salary of \$195,718 for the 2010-2011 school year.

c. Subject to the requirements of N.J.S.A. 18A:17-20.3 and in connection with the Board's fulfilling its statutory requirements, the Board or its duly authorized representative(s) shall, on or before the 15th day of March in each of 2008, 2009, 2010 and 2011, (i) render a written

