

**PERFORMANCE BASED SUPERINTENDENT'S CONTRACT**  
**(July 1, 2024 through June 30, 2027)**  
**(Dr. Chala Holland)**

THIS AGREEMENT is made by and between the Board of Education (the "Board") of Township High School District 113, Lake County, Illinois (the "School District") and Chala Holland (the "Superintendent").

In consideration of the mutual promises herein contained, the Board and the Superintendent agree as follows:

1. **EMPLOYMENT.** In accordance with the provisions of Section 10-23.8 of the School Code of Illinois (105 ILCS 5/10-23.8), the Superintendent is hereby employed under this multi-year performance-based contract for the period beginning July 1, 2024, and extending through June 30, 2027. The contract year under this contract is July 1 through the immediately following June 30.

This is a performance-based contract, the initial goals of which are set forth in the attached Exhibit A. Achievement of the goals will enhance student performance and achieve academic improvement.

Each contract year, at least as part of the annual evaluation of the Superintendent's performance, the Board shall determine the degree of progress made toward achievement of the goals. At the request of the Superintendent and/or the Board and as the business of the Board permits, the Board and the Superintendent will also have the option each contract year of conducting an informal interim review of the Superintendent's performance, including progress toward achievement of the goals. If the Board determines, as part of the annual evaluation that the goals have been achieved and student academic performance improved, the Board may, in its sole discretion, consider and approve an extension or rollover of

this contract, although nothing prevents the entry into a new contract or terminating this contract, at the end of the term of this contract.

The Board and the Superintendent recognize that achievement of the goals and improvement of student academic performance is dependent on continued Board support of the goals and the provision of adequate financial support within available resources. The Board and the Superintendent also recognize that circumstances beyond the control of the Board and/or the Superintendent may prevent attainment, or require modification, of any of the goals. In such circumstances or where the Board is unwilling or unable to support the goals, either financially or in principle, the Board, in consultation with the Superintendent, may modify or delete any of the goals as appropriate. The modified goals, if any, shall be signed and dated by the Board President and Secretary and placed in the Superintendent's personnel file. A copy shall also be given to the Superintendent.

2. **DUTIES.** The duties of the Superintendent shall be those duties prescribed by the laws and regulations of the State of Illinois and by the policies, regulations and directions of the Board, all of the foregoing as may be amended or modified from time to time, and as are reasonably incidental to the position of Superintendent.

3. **EVALUATION.** The Board shall evaluate the Superintendent on an annual basis, considering the progress toward achievement of the performance goals as provided in paragraph 1 and listed in Exhibit A to this Contract, the professional standards for Superintendent performance set forth in Exhibit A, and the standards and objectives as set forth in Board Policies 3-10 and 3-40 and consistent with State law. As part of this annual evaluation, the Board shall assess the working relationship of the Superintendent with the Board, the faculty, the staff, students and the community and consider salary and benefit adjustments for subsequent

years. The Board shall make a good faith effort to begin the evaluation process in February each contract year and complete the process by June 30 of the same contract year; provided, however, in the last year of this contract, the Superintendent shall notify the Board by October 1 and the Board shall complete the process by January 15.

The Board may terminate or non-renew this contract even if the evaluation requirements of this contract have not been satisfied.

4. SALARY AND BENEFIT INCREASES, DECREASES AND MODIFICATIONS. The Board may not unilaterally reduce the Superintendent's annual salary below the annual salary for the immediately preceding contract year. Without entering into a new contract or modifying the term of this contract, the Board reserves the right, in its discretion, to: 1) increase the annual salary and other compensation and benefit items; and 2) modify or decrease, effective at the beginning of any contract year or benefit plan year, those items of compensation or benefits that are linked in this contract to the compensation or benefits of another group, such as 12-month administrators, teachers or licensed central office administrators. Any such modification or decrease shall be made for the Superintendent on the same basis as made for the group to which the compensation or benefits are linked in this contract.

5. SALARY. The Board, as compensation for the duties set forth in this contract, will pay the Superintendent an annual salary of THREE HUNDRED THOUSAND DOLLARS (\$300,000.00) for the 2024-2025 contract year. The annual salary shall be payable in equal installments in the same manner as the salaries of other licensed central office administrators in the School District are paid.

6. **BENEFITS**

A. **TRS, THIS and Medicare Contributions.** In addition to the salary and any other Illinois Teachers' Retirement System ("TRS") creditable earnings, the Board shall pick up and pay on the Superintendent's behalf, the Superintendent's entire required contribution to TRS as required by Section 16-152.1 of the Illinois Pension Code at the contribution rate established by law for Tier I participants in TRS. Although designated by the Illinois Pension Code as employee contributions, the amounts herein required to be picked up by the Board shall be paid by the Board in lieu of contributions by the Superintendent. The Board shall also pick up and pay, in addition to the Superintendent's compensation, the Superintendent's contribution to the Illinois Teachers' Health Insurance Security Fund (THIS) and Medicare.

Moreover, the parties acknowledge that the Superintendent may be subject to the pensionable earnings cap under Section 401(a)(17) of the Internal Revenue Code (26 U.S.C. § 401(a)(17)). In order to achieve a cost-neutral impact of such cap, the Board shall pay directly to the Superintendent the amount of money the Board would have paid to TRS under this Paragraph on the TRS creditable earnings which exceed the Section 401(a)(17) cap; provided, however, such payment shall not result in exceeding the amount the Board would have paid to TRS in the absence of the Section 401(a)(17) cap, so it is cost-neutral to the Board. The payment shall be made in a single lump-sum payment no later than June 30 of each contract year, less such deductions as required by law.

It is the intention of the parties to qualify all such payments picked up and paid by the Board on the Superintendent's behalf as employer payments pursuant to Section

414(h) of the Internal Revenue Code of 1986, as amended. The Superintendent shall not have the option of choosing to receive directly the amounts contributed to TRS by the Board on the Superintendent's behalf, nor any right or claim to the contributions to TRS except as such may subsequently become available pursuant to the provisions of the Pension Code and TRS rules and regulations.

However, if legislation is enacted that limits the Board's ability to perform its obligations or otherwise reduces its obligations under this paragraph, the Board shall pay the difference to the Superintendent as salary to the extent the Board's total cost for salary and pick up of the TRS contribution equals the Board's total cost before enactment of such legislation. The Board's and Superintendent's implementation herein shall be in implementation of this provision of this Contract and shall not constitute or require an amendment to this Contract.

**B. Sick, Personal and Other Leave.** The Superintendent shall be provided with sick, personal and other leave on the same basis as is provided to licensed professional staff members, including accumulation rights.

**C. Disability.** Should the Superintendent become physically or mentally disabled from performing any substantial duty permanently or for a period of ninety (90) calendar days after the exhaustion of sick, personal and vacation leave days in any 180 calendar-day period, the Board may, at its option, terminate the Superintendent's employment upon thirty (30) days' written notice to the Superintendent and the opportunity for a hearing before the Board on the issues of disability and performance. Upon termination for this reason, the Board shall pay the Superintendent for any accumulated but unused sick leave, up to a maximum amount of TWENTY-FIVE

THOUSAND AND NO/100 (\$25,000.00) DOLLARS, and, if permitted by the District's health and life insurance program, continue such insurance at its expense for a period of one hundred eighty (180) days after termination. This 180-day period shall be included in the calculation of the time period available for continuation coverage (commonly referred to as COBRA coverage) under the Internal Revenue Code of 1986.

D. **Vacation.** The Superintendent shall receive twenty-five (25) days of paid vacation, exclusive of holidays, each contract year on the same basis as other licensed central office administrators. The Board President, or Vice President in the absence of the President, shall be advised in advance of all vacations, and prior approval of the Board President, or Vice President in the absence of the President, is required for all vacations which are more than three (3) consecutive working days in length. Vacation must be taken within the contract year or will be lost and unavailable for use or payment, provided, however, that up to 12.5 vacation days may be carried over to the subsequent contract year. All days carried over must be used by the Superintendent by the last day of the School District's winter break of the immediately following contract year or shall be lost and not available for use or payment.

E. **Deferred Compensation.** The Superintendent may elect that a portion of the salary set forth in paragraph 5 above be paid into a tax-sheltered annuity pursuant to the Board's Section 403(b) Plan. Unless otherwise set forth herein, the cost of the contribution to the annuity or plan shall be deducted from the Superintendent's annual compensation and shall not require an expenditure of funds by the Board above the amount paid to the Superintendent in the form of salary.

In addition to any elective contribution to the 403(b) Plan, each contract year the Board shall make a non-elective contribution to the 403(b) Plan for the benefit of the Superintendent in the amount of FIVE THOUSAND AND NO/100 (\$5,000.00) DOLLARS. The Board's contribution shall be made no later than June 30 of each contract year, so long as the Superintendent has completed the applicable contract year and is employed for the next contract year. Provided, however, if the Superintendent's employment is terminated for any of the reasons set forth in 12.B. or C. below or under paragraph 6.C. above, the contribution shall be made before termination of their employment.

**F. Professional Memberships, Expenses and Periodicals.** Membership fees in Board-approved community service organizations, the Illinois Association of School Administrators, the American Association of School Administrators as well as other organizations and associations to which the Superintendent is expected to belong, shall be paid by the Board, to the extent provided for in the Board's annual budget or as otherwise approved by the Board.

The Superintendent shall be expected to attend appropriate professional meetings at the local, state and national levels, as well as civic meetings within the District community that are related to the business of the School District. To the extent provided in the Board's annual budget or as otherwise approved in advance by the Board, the reasonable and necessary costs of attendance shall be paid by the Board.

The Board shall pay, or reimburse the Superintendent for, reasonable expenses approved by the Board and incurred by Superintendent in the continuing performance of the Superintendent's duties.

The Board shall provide the Superintendent with professional periodicals to the extent provided in the Board's annual budget or as otherwise approved by the Board.

The Superintendent shall inform the Board in writing each contract year of professional memberships, conferences attended, and professional periodicals purchased at the Board's expense.

G. **Insurance Benefits.** The Board shall provide the Superintendent with the long-term disability insurance, life insurance, health, medical and dental insurance on the same basis as provided for licensed central office administrators.

H. **Medical Examination.** The Superintendent shall submit to a comprehensive health examination before March 15, 2024, and thereafter by January 15 of each contract year. The examination shall be performed by doctor(s) approved by the Board in consultation with the Superintendent. Such health examination shall include tests deemed necessary by the doctor or required by the Board. The cost of such health examination in excess of the cost covered by the Board's health benefit program or by the Superintendent's current health insurer shall be borne by the Board up to a maximum amount of SEVEN HUNDRED AND NO/100 (\$700.00) DOLLARS or such greater amount as is necessary to meet the cost of the examination required by the Board. A report as to the Superintendent's health, in a form satisfactory to the Board, shall be presented to the Board, filed separately from the Superintendent's personnel file, and treated as confidential information by the Board. The Superintendent shall further submit to, and furnish the Board with reports of, such health examinations as the Board may from time to time require at its expense. This contract is contingent on the initial health

certification demonstrating the Superintendent's fitness, with reasonable accommodation to the extent required by law, to perform fully under this contract.

I. **Automobile Allowance/Travel Expenses.** The Board shall pay the Superintendent a monthly automobile allowance of Six Hundred Dollars (\$600.00), in recognition of the duties of the Superintendent which require travel inside and outside of District boundaries. The Board shall also reimburse the Superintendent for School District business-related out-of-district automobile and other transportation costs at the IRS rate for the applicable year and within the constraints established by the annual budget of the Board. The Superintendent shall not be eligible for automobile or travel stipends or reimbursement for in-district travel.

J. **Electronic Work and Communications Equipment and Service.** The Board shall provide, and retain ownership of, a laptop or tablet computer with appropriate data and broadband access services to facilitate the Superintendent's work and business communications. The Board shall also provide the Superintendent with a District cell phone and pay all costs of the cell service plan, in order that the Superintendent be immediately reachable by the Board and other District staff to address emergencies outside normal work hours and when the Superintendent is away from the District on District business. The Superintendent's use of the laptop or tablet computer and the cell phone shall be subject to the Board's electronic network policy, except that personal use of the computer and the cell phone are permitted.

7. **LICENSURE.** The Superintendent shall furnish to the Board, before beginning employment under this contract, a valid and appropriate license to act as Superintendent of Schools. Such license shall be maintained at all times during the term of this contract.

8. **OUTSIDE ACTIVITIES.** The Superintendent shall confine professional and employment activities to the business of the School District, except as provided in this paragraph or as otherwise approved by the Board President. On an occasional, short-term basis approved by the Board, the Superintendent shall be permitted to undertake writing, teaching and speaking engagements. Any consulting work undertaken by the Superintendent for compensation must be accomplished on the Superintendent's vacation days, holidays or other non-duty days. The Board's President shall be notified of the nature of the consulting activities, which shall not interfere with the performance of the Superintendent's duties.

9. **RESIDENCY IN DISTRICT 113.** The Superintendent shall maintain residency in reasonable proximity to the School District sufficient to establish a strong presence, and to be an active participant, in school and community activities.

10. **TENURE.** By accepting this contract, the Superintendent waives any rights to acquire tenure in the School District under Sections 24-11 through 24-16 of the Illinois School Code, as may be amended from time to time.

11. **BACKGROUND INVESTIGATION.** This contract is contingent on completion by no later than February 12, 2024, and, thereafter, from time to time as designated by the Board, of the background investigation required of all public school employees by Section 10-21.9 of the School Code of Illinois, Faith's Law and of any other background investigation required by law, such as a DCFS, or equivalent, pending investigation or indicated finding check. If the investigation discloses information which would prohibit employment or call into question the Superintendent's fitness to serve the School District as the role model required by Section 27-12 of the School Code, the Board may, in its sole discretion, terminate this contract on ten (10) days' written notice to the Superintendent.

12. **TERMINATION**

A. **Termination for Cause During the Term of the Contract.** In the event the Board intends to terminate this contract before its expiration for just cause, the Board or its designee shall give the Superintendent written notice of such intention, together with a statement of the reasons for termination. Within five (5) days after receipt of such notice, the Superintendent may request in writing a hearing before the Board, which shall be in closed session. The Superintendent is entitled to a hearing if requested. If no hearing is timely requested, the termination shall become effective on the date specified in the Board's notice. Pending any hearing requested by the Superintendent, the Board may suspend the Superintendent with or without pay. At the conclusion of any hearing, the Board shall determine whether to terminate this contract and the Superintendent's employment.

If the Board and the Superintendent enter into a severance agreement in resolution of a dispute under this subparagraph A., the salary and any benefits provided for in such agreement shall be limited to twenty (20) weeks from the date of termination in accordance with the Illinois Government Severance Pay Act (the "Act"). No such salary and benefits shall be provided by the Board if the termination is for misconduct as defined in the Act.

B. **Non-Renewal Without Cause at the End of the Term of the Contract.** In the event the Board or the Superintendent decides not to renew this contract at the end of its term, notice of such intention and an opportunity for a closed session hearing shall be given by April 1 of the last year of this contract in accordance with Section 10-21.4 of the Illinois School Code; provided, however, if the Superintendent

notifies the Board in writing by no later than December 15 of the last year of this contract of the Board's obligations under Section 10-21.4, then the date in the last year of this contract by which the Board shall give the Superintendent notice of such intention shall be February 15. Otherwise, the Superintendent shall notify the Board of its obligations by March 1, and the Board shall give notice of intention not to renew this contract by April 1, of the last year of this contract. If the Superintendent timely gives notice of the Board's obligations and the Board then fails to give the Superintendent timely notice in accordance with this paragraph, this contract shall be automatically extended for one additional year as provided in Section 10-21.4.

C. **Unilateral Termination by Board of Education.** The Board may, at its option, and by a minimum of one hundred and twenty (120) days' notice to the Superintendent, unilaterally terminate this contract during its term without cause effective no earlier than the close of the second contract year. In the event of such termination, the Board shall pay to the Superintendent the equivalent of a remedy for breach of contract which equates to the remaining salary and providing the Superintendent and eligible dependents the same health insurance as provided herein for one year from the date of termination or from the date of termination to the end of the contract term, whichever is less. The payment by the Board under this paragraph shall be the Superintendent's exclusive remedy for any claims of breach of this contract due to the Board's unilateral termination.

D. **Unilateral Termination by the Superintendent.** The Superintendent may unilaterally terminate this contract during its term, subject to the following conditions. In the event of unilateral termination with at least one-hundred-eighty (180)

days' notice to the Board and an effective date at the end of the second contract year, the Superintendent shall pay to the Board FIFTEEN THOUSAND AND NO/100 (\$15,000.00) DOLLARS, which relates to some of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. In the event of unilateral termination with less than one-hundred-eighty (180) days' notice, an effective date not at the end of the school year or an effective date earlier than the end of the second contract year, the Superintendent shall pay to the Board, as liquidated damages, THIRTY THOUSAND AND NO/100 (\$30,000.00) DOLLARS, which relates to much of the aggregate costs to the Board of the search to obtain the Superintendent's successor and any interim replacement. The payment of liquidated damages by the Superintendent under this paragraph shall be the Board's exclusive remedy for any claims of breach of this contract due to the Superintendent's unilateral termination. However, this paragraph does not apply in the event that the parties mutually agree to end this contract or to termination for disability which qualifies the Superintendent for disability benefits from TRS.

13. **MISCELLANEOUS**

A. **Notice.** Any notice or communication permitted or required under this contract shall be made in writing and shall become effective on the day of service thereof by personal service or by first class mail, registered or certified, return receipt requested, postage prepaid, sent to the parties at their respective addresses listed below, or at such other addresses as the parties may from time to time advise in writing. Service by mail, as provided above, shall be deemed made upon deposit in the mail.

If to the Board:

President, Board of Education  
Township High School District 113  
1040 Park Avenue West  
Highland Park, IL 60035

With a copy to:

President, Board of Education  
Township High School District 113  
[at their last known home address]

If to the Superintendent:

Dr. Chala Holland  
Township High School District 113  
1040 Park Avenue West  
Highland Park, IL 60035

With a copy to:

Dr. Chala Holland  
[home address]

B. This contract has been executed in Illinois and shall be governed in accordance with the laws of the State of Illinois in every respect.

C. Paragraph headings and numbers have been inserted for convenience of reference only, and if there shall be any conflict between any such headings or numbers and the text of this contract, the text shall control.

D. This contract may be executed in one or more counterparts, each of which shall be considered an original, and all of which taken together shall be considered one and the same instrument.

E. If any provision of this contract is subsequently declared by the proper legislative or judicial authority to be unlawful or unenforceable, all other provisions of the contract shall remain in full force and effect.

F. This contract contains all the terms and benefits agreed upon by the parties with respect to the subject matter of this contract and supersedes all prior agreements, arrangements and communications between the parties concerning such subject matter whether oral or written. No modification or amendment of this contract shall be valid or binding on the parties unless it is in writing and executed by the Board and Superintendent.

G. This contract shall become effective and be deemed dated as of the date the last of the parties signs this contract as set forth below.

BOARD OF EDUCATION  
TOWNSHIP HIGH SCHOOL  
DISTRICT 113, Lake County, Illinois

DR. CHALA HOLLAND

By:   
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Superintendent

Attest:   
\_\_\_\_\_  
Secretary

Dated: 2/20/2024

Dated: February 20, 2024

**EXHIBIT A**  
**TO THE JULY 1, 2024 THROUGH JUNE 30, 2027**  
**PERFORMANCE-BASED SUPERINTENDENT'S CONTRACT BETWEEN THE**  
**BOARD OF EDUCATION OF TOWNSHIP HIGH SCHOOL DISTRICT 113**  
**AND DR. CHALA HOLLAND**  
**SUPERINTENDENT GOALS AND INDICATORS**

**Performance Goal #1: Entry Plan**

- The Superintendent will develop a draft entry plan with actionable recommendations to the Board of Education by the first day of student attendance for the 2024-2025 school year.

**Performance Goal #2: Student Growth and Achievement**

- The Superintendent will promote student growth and achievement through efforts that consider academic growth, student well-being, safety, and a sense of belonging for each student.
- Indicators:
  - Work to provide a coherent learning system(s) that identifies what each student knows, needs to learn, and responds to meet the needs of each learner.
  - Work to provide a rigorous and relevant curriculum that establishes end-of- year benchmark expectations, provides actual application to learning, and provides for student choice, and interest.
  - Work to ensure a meaningful assessment system that improves student growth, achievement, and program effectiveness through data collection, analysis, action planning, progress monitoring and reporting.

**Performance Goal #3: Inclusive Learning Environment**

- The Superintendent will implement efforts to provide an engaging, personalized, nurturing environment to meet each student's needs and interests.
- Indicators:
  - Work to meet individual student learning needs through a personalized approach that enables high quality instruction, intervention, and enrichment.
  - Support the social, emotional, and health well-being of students, staff, and families.
  - Work to provide shared opportunities for students, families, and staff to contribute voice and ownership in the district work and direction.

**Performance Goal #4: Family and Community Partnerships**

- The Superintendent will support partnerships through communication, collaboration, and engagement.
- Indicators:
  - Build parent understanding of how to support student growth and learning in ways that honors the diversity of the school community.
  - Advance career pathway efforts, increase college, career and life-readiness competencies for students and staff through community partnerships and collaboration.

- Utilize tools and strategies to effectively connect with all audiences to listen to perspectives, share and receive information, and increase public awareness and perception of the district.

**Performance Goal #5: Stewardship of Resources**

- Align human, financial, and physical resources to ensure integrity and equity in resource planning and allocation.
- Indicators:
  - Work to ensure all students have equity in access to curriculum, resources, staffing, facility space, schedules, and time to best meet their individual needs.
  - Work toward attracting, developing, and retaining high-quality and culturally diverse staff.
  - Utilize collaborative, transparent planning approaches to maintain financial stability and fiscal integrity to support the district's vision, mission, and goals.

In addition to the performance goals and indicators set forth above, the Board shall consider the following professional standards:

**PROFESSIONAL STANDARDS FOR SUPERINTENDENT PERFORMANCE:**

**STANDARD #1: Mission, Vision, and Core Values:** Develop, advocate, and enact a shared mission, vision, and core values of high-quality education and academic success and well-being of each student.

**STANDARD #2: Ethics and Professional Standards:** Act ethically and according to professional norms to promote each student's academic success and well-being.

**STANDARD #3: Equity and Cultural Responsiveness:** Strive for equity of educational opportunity and culturally responsive practices to promote each student's academic success and well-being.

**STANDARD #4: Curriculum, Instruction, and Assessment:** Develop and support intellectually rigorous and coherent systems of curriculum, instruction, and assessment to promote each student's academic success and well-being.

**STANDARD #5: Community of Care and Support for Students:** Cultivate an inclusive, caring, and supportive school community that promotes the academic success and well-being of each student.

**STANDARD #6: Professional Capacity of School Personnel:** Develop the professional capacity of school personnel to promote each student's academic success and well-being.

**STANDARD #7: Professional Community for Teachers and Staff:** Foster a professional community of teachers and other professional staff to promote each student's academic success and well-being.

**STANDARD #8: Meaningful Engagement of Families and Community:** Engage families and the community and our feeder districts in reciprocal, in mutually beneficial ways to promote each student's success and well-being.

**STANDARD #9: Operations and Management:** Manage school operations, finances, and resources to promote each student's academic success and well-being, as well as the success of future students.

**STANDARD #10: School Improvement:** Act as an agent of continuous improvement to promote each student's academic success and well-being.