

Exhibit A

EMPLOYMENT CONTRACT

PARTIES TO THIS CONTRACT, deemed effective November 1, 2021 (“Effective Date”), are NOAH SCHUCHMAN, an individual person, hereinafter referred to as “Employee,” and the CITY OF DULUTH, MINNESOTA, a Minnesota municipal corporation, hereinafter referred to as “City.”

THE PARTIES ACKNOWLEDGE THE FOLLOWING:

1. The Mayor appointed Employee to the position of Chief Administrative Officer effective November 19, 2018. Current salary and benefits for Employee were most recently established pursuant to an agreement effective on November 19, 2018.
2. Employee accepted such appointment. Pursuant to Chapter IV, section 19 of the Duluth Home Rule charter, the mayor recommends that the city council approve the new salary and fringe benefits for such position as set forth in this Contract.
3. Employee wishes to accept the new Contract terms.
4. Each party wants Employee to perform the work of Chief Administrative Officer for the City, pursuant to this Contract, which supersedes and replaces any prior contract.

NOW THEREFORE, in consideration of their mutual promises, the parties hereto agree as follows:

1. Employee agrees to accept and competently perform the duties and responsibilities of the office of Chief Administrative Officer as set forth in the Duluth City Charter and ordinances and resolutions adopted by the City Council, as an employee at will.
2. The term of this contract shall commence on January 1, 2022, and run until December 31, 2024 or until terminated by either party, as set out in the City Charter, or superseded

by a successor, duly authorized written employment contract.

3. This contract creates an employment at will except as modified herein.
4. Employee agrees to give the City at least 30 days' notice of resignation and acknowledges the right of the Mayor, with City Council approval, to remove him from the position of Chief Administrative Officer. In case of such removal, the Mayor will provide Employee with at least three (3) days' notice in writing of such removal. In case of such removal, Employee shall receive a sum equal to six (6) months' salary as severance pay, be paid out over the six (6) month period in bi-weekly payments that coincide with the City's pay periods. City shall continue to provide and pay for the fringe benefits set forth in paragraph 3(e) for a period of six (6) months following termination. Employee shall not be eligible for said severance payment if the City has just cause for his removal. For purposes of this Contract, "just cause" shall be interpreted as the "just cause" standard found in the Minnesota Public Employment Labor Relations Act (PELRA), Minnesota Statutes Chapter 179A and the City's current collective bargaining agreements.
5. City agrees to provide Employee with the following salary and fringe benefits:
 - (a) Salary at an annual rate of \$160,000 paid in bi-weekly installments that coincide with the City's standard pay periods.
 - (b) Salary to increase by a percentage to match the City of Duluth Supervisory Association's (CDSA) wage increase for the year on January 1, each year of this contract or upon council approval of the collective bargaining agreement with CDSA for that year.
 - (c) On the first day of each year of this agreement, employee will receive paid vacation days as follows: twenty-five (25) days each year. Any unused vacation days will expire without compensation at the end of each calendar year.

- (d) Employee is entitled to fringe benefits, other than severance pay, vacation leave, and personal leave, as set out in the 2021 collective bargaining agreement (CBA) between the City and its Confidential Unit, and its successor CBA.
6. Any change in salary or benefits will be implemented by duly authorized written amendment or new contract. Any amendment to this contract must be in writing, dated and executed by the parties and approved in the manner as required by the City Charter.
 7. City shall budget and pay the professional dues, subscriptions, and travel and subsistence expenses for Employee which are deemed reasonable and necessary for Employee's continued professional development and participation in national, regional, state and local associations necessary and desirable including: International City/County Management Association, Minnesota City/County Management Association, National League of Cities and the League of Minnesota Cities. Employee shall use good judgment in his outside activities so he will not neglect his primary duties to the City.
 8. During the term of this contract, Employee shall not perform work for another employer without approval from the Mayor, nor do any act which conflicts with his interest, or the City's interest, in his performance of this contract.
 9. City shall defend and indemnify Employee pursuant to Minn. Stat. §466.07 and §465.76.

IN WITNESS WHEREOF, the parties hereto have executed this contract deemed effective

November 1, 2021.

CITY OF DULUTH

EMPLOYEE

By _____ By _____
Mayor Noah Schuchman

Attest: _____
City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney