

EMPLOYMENT CONTRACT

PARTIES TO THIS CONTRACT are JESSICA J. FRALICH, an individual person, hereinafter referred to as "Employee," and the CITY OF DULUTH, MINNESOTA, a Minnesota municipal corporation, hereinafter referred to as "City", together referred to as the "Parties".

THE PARTIES ACKNOWLEDGE THE FOLLOWING:

1. The Mayor has appointed Employee to the position of City Attorney effective January 9, 2024 ("Effective Date"). He recommends that the City Council approve the salary and fringe benefits for such position as set forth in this contract.
2. Employee has accepted such appointment.
3. Each party wants Employee to perform the work of City Attorney for the City, pursuant to this 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 City Attorney 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 9, 2024 following City Council approval and run through December 31, 2027, unless terminated earlier by either party, as set out in this contract and the City Charter, or superseded by a successor, duly authorized written employment contract.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 thirty (30) calendar days' notice of resignation and acknowledges the right of the Mayor, with City Council approval, to remove her from the position of City Attorney. In case of such removal, the Mayor will provide Employee with at least three (3) calendar days' notice in writing of such removal.
5. City agrees to provide Employee with the following salary and fringe benefits:
 - (a) Salary at a basic annual rate of Job Range Number 1170, Step E or \$150,420.00 as

a Department Head pursuant to article 8.4 of the 2022-2024 collective bargaining agreement (CBA) between the City and its Supervisory Association (CDSA), paid in bi-weekly installments that coincide with the City's standard pay periods.

- (b) The City Attorney shall earn and accrue paid leave and end-of-the-year paid leave conversions at the highest rate as further described in the collective bargaining agreement. Employee is entitled to all other pay and fringe benefits, other than those described in Articles 18 and 28, as set out in the 2022-2024 CDSA CBA, and its successor CBA . Severance pay shall be governed by subparagraph (c), below.
- (c) In case of removal, the City Attorney shall be paid severance under the following:
 - (i) If the City Attorney is removed on or before December 31, 2024, the City shall pay Employee a sum equal to four (4) months' salary paid in a lump sum. Such payment shall include salary, earned longevity award, and any other contractual monthly payment customarily made to Employee.
 - (ii) If the City Attorney is removed on or before December 31, 2025, the City shall pay Employee a sum equal to three (3) months' salary paid in a lump sum. Such payment shall include salary, earned longevity award, and any other contractual monthly payment customarily made to Employee.
 - (iii) If the City Attorney is removed on or before December 31, 2026, the City shall pay Employee a sum equal to two (2) months' salary paid in a lump sum. Such payment shall include salary, earned longevity award, and any other contractual monthly payment customarily made to Employee.
 - (iv) If the City Attorney is removed on or before December 31, 2027, the City shall pay Employee a sum equal to one (1) months' salary paid in a lump sum. Such payment shall include salary, earned longevity award, and any other contractual monthly payment customarily made to Employee.

6. Any change in salary or benefits will be implemented by a duly authorized written amendment or new contract. Any amendment to this contract must be in writing, dated, 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 participation in national, regional, state and local associations necessary and desirable.
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 their interest, or the City's interest, in her performance of this contract.

[Remainder of page intentionally left blank; signature page to follow.]

IN WITNESS WHEREOF, the Parties hereto have executed this contract deemed effective
January 9, 2024.

CITY OF DULUTH

EMPLOYEE

By _____
Mayor

By _____
Jessica J. Fralich

Attest: _____
City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney