EXHIBIT A

EMPLOYMENT CONTRACT

PARTIES TO THIS CONTRACT are Marsha Lue, 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 Human Rights & Equity Officer effective February 10, 2025 ("Effective Date"). The Mayor 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 Human Rights & Equity Officer 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 Human Rights & Equity 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 February 10, 2025 and run through January 3, 2028, unless terminated earlier by either party, as set out in this contract and the City Charter, or superseded by a successor, duly authorized written employment contract.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 them from the position of Human Rights & Equity Officer. In case of such removal, the Mayor will provide Employee with at least three (3) calendar days' notice in writing of such removal. The Parties understand and agree, in case of such removal, Employee will receive no severance pay. City shall continue to provide and pay for Employee's health care fringe benefits set forth in paragraph 3(c) for the period ending one (1) calendar month following the end of the month in which such termination occurs.

5. City agrees to provide Employee with the following salary and fringe benefits:

   a. Salary at a basic annual rate of Classification 30, Step D or $92,244 pursuant to the 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. Salary to increase within Classification 30 as set out in Article 8 of the 2025-2027 CDSA CBA, and its successor CBA.

b. The Human Rights & Equity Officer shall earn and accrue paid leave and end-of-the-year paid leave conversions at 8.92 hours/pay period (29 days/year).

c. Employee is entitled to fringe benefits provided for in the 2025-2027 collective bargaining agreement (CBA) between the City and its City of Duluth Supervisory Association unit (CDSA), and its successor CBA, other than Severance Pay as described in Article 18 and Resignations as described in Article 28.

d. Employee is not entitled to severance pay under any provision of the CDSA CBA.

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 and executed by the Parties and approved in the manner as required by the City Charter.

7. During the term of this contract, Employee shall not perform any paid work for another employer without approval from the Mayor, nor do any act which conflicts with the mayor's interest, or the City's interest, in the Employee's performance of this contract

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

EXHIBIT A

IN WITNESS WHEREOF, the Parties hereto have executed this contract on_____ _, 2025, and deemed effective February 10, 2025.

CITY OF DULUTH   EMPLOYEE

By_____   By_____
                Mayor   Marsha Lue

Attest:_____
                City Clerk

Countersigned:

_____
City Auditor

Approved as to form:

_____
City Attorney