

Exhibit A

POLICE CHIEF EMPLOYMENT CONTRACT

PARTIES TO THIS CONTRACT (“Contract”) deemed effective January 1, 2022 (“Effective Date”), are MICHAEL TUSKEN, an individual person (“Employee”), and the CITY OF DULUTH, MINNESOTA, a Minnesota municipal corporation (“City”).

THE PARTIES ACKNOWLEDGE THE FOLLOWING:

1. The Mayor appointed Employee, and the City Council confirmed said appointment, to the position of Police Chief effective May 2016. The City of Duluth Supervisory Association (“CDSA”) has historically been the exclusive representative of the Police Chief position. Therefore, the Employee’s current salary and benefits as Police Chief were established through the 2021 City and CDSA collective bargaining agreement (“CBA”). Pursuant to an Order of the Minnesota Bureau of Mediation Services, CDSA is no longer the exclusive representative of the Police Chief (and Deputy Police Chief) position. Therefore, the Police Chief is now authorized to negotiate their own employment contract.

2. 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.

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 Police Chief as set forth in the Duluth City Charter, Duluth

City Code, and ordinances and resolutions adopted by the City Council, as an employee at will.

2. This Contract creates an employment at will except as modified herein.

3. Employee agrees to give the City at least 30 days' notice of resignation and acknowledges the right of the City to remove him from the position of Police Chief. In case of such removal, the City will provide Employee with at least three (3) days' notice in writing of such removal. In case of such removal Employee shall also receive a sum equal to six (6) months' salary as severance pay to 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 4(c) 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 2021 CDSA CBA. Employee and Mayor shall have the right to have any disagreement regarding discipline, interpretation, and/or application under this Contract heard by a neutral arbitrator pursuant to the procedures set forth in Minnesota Statute Section 179A.21.

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

- (a) Base salary at an annual rate of \$152,166 paid in bi-weekly installments that coincide with the City's standard pay periods. The Annual Salary, longevity pay and uniform allowance shall be retroactive to January 1, 2022, and the City agrees to pay to Employee the difference between

his actual pay and his 2022 salary, as soon as administratively possible after this contract is executed.

- (b) In addition to his base salary, the City shall also pay to Employee a Longevity Award as calculated pursuant to Article 10 of the 2021 City and CDSA CBA based on Employee's original date of hire with the City.
- (c) Employee is entitled to all fringe benefits, including, holidays, cafeteria plan contribution, hospital-medical plan (both active and retiree), dental insurance, life insurance, paid leave, sick leave, long term disability income protection, worker's compensation, and jury duty, as set out in the 2021 City and CDSA CBA and any successor CBA. In determining eligibility for and amount of benefits Employee's entire tenure with the City shall be considered. Severance benefits shall be paid pursuant to Paragraph 3 of this Contract.
- (d) Uniform allowance of \$500.00 shall be paid as additional salary during Employee's first paycheck of each calendar year. with the first payroll in January of each year. Employee shall not be required to provide receipts of purchases to receive the uniform allowance.

5. 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.

6. City shall budget and pay the professional dues, subscriptions, and travel and subsistence expenses for Employee that are deemed reasonable and necessary for Employee's continued professional development and participation in national, regional, state, and local associations. Employee shall use good judgment in his outside activities so he will not neglect his primary duties to the City.

7. During the term of this Contract, Employee may continue to work as an adjunct professor to the same extent as he has done in the past. Employee shall not perform work for other employers 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.

8. City shall defend and indemnify Employee pursuant to Minn. Stat. §466.07 and §465.76.

9. This Contract may be terminated by either the Mayor or Employee effective December 31, 2023, by giving written notice to the other party prior to December 1, 2023. If no timely written notice is given this Contract will continue indefinitely until terminated by either the Mayor or City Council by giving at least 30 days' written notice of termination. In the event this Contract is terminated effective December 31, 2023 or later, no severance pay shall be due to Employee.

IN WITNESS WHEREOF, the parties hereto have executed this contract deemed effective January 1, 2022.

CITY OF DULUTH

EMPLOYEE

By _____
Mayor

By _____
Mike Tusken

Attest: _____
City Clerk

Countersigned:

City Auditor

Approved as to form:

City Attorney