

## **EXHIBIT A**

### **POLICE CHIEF EMPLOYMENT CONTRACT**

PARTIES TO THIS CONTRACT (“Contract”) deemed effective September 25, 2022 (“Effective Date”), are MICHAEL CEYNOWA, an individual person (“Employee”), and the CITY OF DULUTH, MINNESOTA, a Minnesota municipal corporation (“City”).

#### **THE PARTIES ACKNOWLEDGE THE FOLLOWING:**

A. The Chief Administrative Officer, upon the direction of the Mayor, recommended the appointment of Employee to the position of Police Chief, and the City Council confirmed said appointment.

B. The Mayor recommends that the City Council approve the new salary and fringe benefits for such position as set forth in this Contract.

C. 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. Effective the pay period starting on September 25, 2022, City agrees to provide Employee with the following salary and fringe

- (a) Base salary at an annual rate of \$161,052 paid in bi-weekly installments that coincide with the City’s standard pay periods.
- (b) Base salary shall increase each year on January 1<sup>st</sup>, beginning January 1, 2023, commensurate with any pay increases (including retroactive pay increases) in the 2022-2023 collective bargaining agreement (“CBA”) between the City and Law Enforcement Labor Services 503 (“LELS 503”), and any successor CBA.
- (c) Employee is entitled to all fringe benefits, including paid leave (accrual rates, year-end conversions, and annual limits), holidays, cafeteria plan contribution, hospital-medical plan (both active and retiree), health care savings plan contributions, dental insurance, life insurance (both active and retiree), sick leave, funeral leave, long term disability income protection,

worker's compensation, and jury duty pay as set out in the 2022-2023 City and LELS 503 CBA, and any successor CBA. In determining eligibility for and amount of benefits Employee's entire tenure (from original date of hire) with the City shall be considered. Severance benefits shall be paid pursuant to Paragraph 4-6 of this Contract.

- (d) Employee's base salary includes eight percent (8%) longevity award benefit provided for in the 2022-2023 City and LELS 503 CBA. Employee's base pay shall increase commensurate with any increase to longevity award or eligibility in the 2022-2023 City and LELS 503 CBA, and any successor CBA.

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

4. The City may unappoint Employee from the position of Police Chief without cause. If City ends Employee's Police Chief appointment involuntarily for any reason without "just cause," Employee shall be entitled to a severance pay for a severance period equal to twelve (12) months of his Monthly Pay as of the final day of appointment. Such payments shall include salary only. The City shall continue the unappointed Employee's hospital-medical, life, and dental coverages in force the same as if such unappointed Police Chief were an active Employee during the severance period. A correctly calculated portion of the unappointed Police Chief's severance payment shall be made every two (2) weeks during the severance period.

5. If Employee returns to employment with the City in any position during said twelve (12) month period, the Employee shall continue to receive the pay rate of Police Chief for the severance period calculated above, the benefits described in Paragraph 4, plus all fringe benefits to which the position is eligible for to receive under any applicable CBA or City Policy.

6. If the Employee is unappointed from the Police Chief position and does not return to Employer in another position, the Employee shall be deemed to have retired, regardless of being vested to receive PERA pension benefits, for purposes of retiree hospital-medical benefit plan coverage under (Article 13), retiree life insurance benefits (Article 14), and retiree life insurance benefits (Article 17) of the 2022-2023 LELS CBA, and any successor CBA.

7. 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 2022-2024 LELS 503 CBA, and any successor 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 Statutes Section 179A.21 and the corresponding Minnesota Administrative Rules.

8. 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.

9. 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.

10. 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.

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

12. Employee agrees to give the City at least 30 days' notice prior to resignation. Employee's resignation terminates this Contract except for any retiree benefits pursuant to this Contract, said retiree benefits which shall survive termination of this Contract.

13. This Contract will continue indefinitely until terminated by the Mayor by giving at least 30 days' written notice of Contract termination to Employee.

14. If this Contract is terminated by the Mayor after December 31, 2025, no severance pay shall be due to Employee.

IN WITNESS WHEREOF, the parties hereto have executed this contract deemed effective September 25, 2022.

**CITY OF DULUTH**

**EMPLOYEE**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Michael Ceynowa

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

City Clerk

Countersigned:

\_\_\_\_\_

City Auditor

Approved as to form:

\_\_\_\_\_

City Attorney