

Exhibit A

**EMPLOYMENT CONTRACT**

PARTIES TO THIS CONTRACT are TERRI L. LEHR, 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 has appointed Employee to the position of City Attorney effective November 1, 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, 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 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 November 1, 2024 and run until December 31, 2027 or until terminated by either party, as set out in the City Charter, or superseded by a successor, duly authorized written employment contract. Upon termination of this contract, Employee has the right to be reinstated to her position held prior to this appointment, per Article 25 of the 2022-2024 CDSA CBA.
3. This contract creates an employment at will except as modified herein.
4. Employee agrees to give the City at least 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 CDSA CBA, paid in biweekly installments that coincide with the City's standard pay periods. The Employee's basic annual rate shall remain commensurate with the City's highest-paid Department Head under any successor CBA.
  - (b) Base salary shall increase each year on January 1<sup>st</sup>, beginning January 1, 2025, commensurate with any pay increases (including retroactive pay increases) in the 2022-2024 CDSA CBA, and any successor CBA.
  - (c) 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 2022-2024 CDSA CBA, and its successor CBA.
  - (d) The Employee is entitled to Longevity Award in addition to the basic annual rate identified in paragraph (a) above pursuant to Article 10 of the 2022-2024 CDSA CBA, and its successor CBA.
  - (e) Employee is entitled to all other fringe benefits as set out in the 2022-2024 CDSA CBA, and its successor CBA, other than severance pay as described in Articles 18 and 28. In determining eligibility for and amount of benefits, Employee's entire tenure (from original date of hire) with the City shall be considered.
6. Any change in salary or benefits other than as set forth above 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 this page intentionally left blank; signature page to follow.]*

IN WITNESS WHEREOF, the parties hereto have executed this contract deemed effective  
November 1, 2024.

CITY OF DULUTH

EMPLOYEE

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

By \_\_\_\_\_  
Terri L. Lehr

Attest: \_\_\_\_\_  
City Clerk

Countersigned:

\_\_\_\_\_  
City Auditor

Approved as to form:

\_\_\_\_\_  
City Attorney