

TERMS AND CONDITIONS
OF EMPLOYMENT
CITY CLERK

This Agreement, made originally on the 23rd day of January, 2018, and is hereby amended May 21, 2024, is entered into by and between Shannon D. Romano, hereinafter referred to as “Romano” and the City of Sea Isle City, hereinafter referred to as “City”.

Romano and City do hereby acknowledge and agree, for the mutual considerations noted herein, as follows:

1. Commencement of Employment

Romano’s employment by the City in the capacity of City Clerk commenced on January 1, 2018. This contract shall not be interpreted or used as a guide or benchmark for any other employment contract or terms and conditions of any other employee including Collective Bargaining Agreements and shall not be deemed an increase in salary given to all other municipal Officers and employees.

2. Employment Compensation

Romano’s annual salary effective January 1, 2024 is \$106,000.00. Romano’s salary will be adjusted by the following amounts:

2025: +3.5%
2026: \$2,500 added to base salary then increase 3.5%
2027: +3.5%
2028: +3.5%

3. Severance Compensation

In the event of Romano’s removal from office as City Clerk for any reason, the City shall forthwith cause to be paid to Romano compensation for all unused vacation days, and severance pay of an amount equal to nine (9) months salary. All payments will be based upon the rate of pay in effect at the time of termination. Romano, at her option, shall continue to receive, at the City’s cost, full medical, dental, prescription, and any other health/life insurance benefits, at the same coverage plan that was in effect at the time of her termination until such time as she becomes eligible for comparable benefits without cost from another employer. Alternatively, at the conclusion of the 9 month severance period, Romano can choose to enter retired status and receive health coverage, at the City’s cost, as outlined in Article 9.

4. Vacation Leave/Personal Leave

Romano shall be entitled to a paid yearly vacation, with full salary, according to the following schedule:

January 1 thru December 31, 2024, 2025, 2026, 2027 & 2028----- 25 working days
Personal Days-----Equal to the days accrued by SICMM

Romano shall schedule her vacation in conference with, and with the consent of the Governing Body. All unused vacation time shall be carried over only into the next two calendar years. Romano shall have the option of cashing in up to five days of vacation in lieu of carrying over said vacation into the following year in which case said payment shall be made within 30 days at her then current daily rate of pay.

5. Holidays

Romano shall receive paid holidays in accordance with the same schedule established for City employees. The Clerk shall not receive monetary compensation for General Election Day, a City Holiday, but shall take another day as compensation.

6. Sick Leave

Romano shall receive paid sick leave in accordance with the laws of the State of New Jersey for local government employees, but not less than 15 working days for every calendar year, which shall accumulate without limit. Upon retirement, Romano shall receive compensation for unused sick leave in an amount equal to 50% of such leave calculated at her final regular rate of pay, but not to exceed \$15,000.

7. Serious Illness/Injury Leave

Upon using at least 50% of her available sick leave, Romano shall be entitled to serious illness leave in the event she becomes incapacitated and unable to perform her duties as City Clerk for any reason. Said serious illness leave shall be granted for a maximum of 180 working days, less the total of sick days used as a result of the incapacitation. The need for such leave shall have been certified by a medical practitioner satisfactory to the City. Injury leave shall be granted with full pay to Romano should she be temporarily disabled through injury or illness as a result of, or arising from, his employment. Any amount of salary or wages paid or payable to Romano because of injury leave shall be reduced by the amount of workmen's compensation awarded under the appropriate statutes made for disability because of the same injury or illness requiring such leave.

8. Funeral Leave

Leave of absence with pay, up to a maximum of 5 working days, shall be granted to the City Clerk in the event of death within the immediate family. Immediate family shall include father, mother, father-in-law, mother-in-law, brother, sister, brother in-law, sister in-law, spouse, children, grandchildren, nieces and nephews and relatives residing in Romano's household. Leave of absence with pay for a maximum of one working day shall be granted to Romano in the event of death of friends or non-immediate family members.

9. Health Insurance

The City shall provide health insurance benefits for Romano and her Spouse. These benefits shall include health, hospitalization, optical, dental, and prescription plan insurance equal to the plan in effect for City employees at the date of this Agreement. At Romano's option, upon retirement from the City, or any other entity created thereof, at any time after completing twenty-five (25) years of service in the New Jersey Public Employees Retirement System (NJPERs), the City shall provide, at the City's expense, the health, hospitalization, optical, dental, and prescription plan coverage Romano enjoyed at the time of retirement. If, at retirement, Romano is eligible for health benefits provided by another entity, Romano may elect to have the City provide only that portion of health insurance payments which would cover the difference between the benefits provided by the other entity and the coverage Romano enjoyed at the time of her retirement.

The City agrees that, should Romano die while covered by health benefits of the City either in an employed or retired capacity, the City shall maintain all existing health benefits for Romano's qualified dependents and spouse at no cost to the dependents and spouse. The spouse's coverage shall continue until spouse's death or remarriage.

Upon Romano's eligibility for Medicare, the City's health coverage shall become secondary coverage. The City shall reimburse Romano for the costs of Medicare part B.

It is understood that, while employed by the City, Romano contributes to the cost of health insurance in accordance with State law and with this agreement. It is further understood and agreed that, upon retirement, Romano will not be required to contribute to the cost of health insurance and that the insurance plan may be modified consistent with the plan in place for City employees.

Subsequent to Romano's retirement, if City employees' healthcare coverage plans are reduced with a corresponding added adjustment to salary or reimbursement mechanism, the same added adjustment in compensation or reimbursement mechanism will be provided to Romano. If, at any time subsequent to Romano's retirement, health insurance is not provided for City employees, Romano will continue to receive health insurance coverage consistent with the last plan in place for City employees including any corresponding adjustment or reimbursement mechanism.

10. Pension and Life Insurance

Romano shall be enrolled in the New Jersey Public Employees Retirement System, and shall derive her pension and life insurance benefits therefrom. The City also agrees to recognize and transfer service credit for Romano hired from the County of Cape May prior to 02/14/2005 (23 months).

11. Meetings, Conferences, Classes, Dues, Subscriptions

During her employment, Romano shall be permitted, encouraged, and expected to attend meetings, conferences, seminars, and classes within or outside the borders of the State of New Jersey, which are reasonably intended to enhance her knowledge in her employment position within the City, and which are approved by the Mayor. This may include, but not be limited to, conferences of the New Jersey League of Municipalities, International Municipal Clerk's Conference, New Jersey Clerk's Conference and New Jersey Registrar of Vital Statistics Conference, or other classes given by educational institutions throughout the State of New Jersey relating to Romano's employment with the City. Expenses for such attendance, including tuition and travel expenses, shall be reimbursed or paid in advance by the City. All such expenses shall be documented in detail by Romano and approved by the Governing Body prior to payment. In addition, the City shall pay or reimburse Romano the expense of subscriptions to periodicals, and dues for organizational memberships which are related to her employment with the City.

12. General Expenses

The City and Romano recognize that certain non-personal, community, or employment related expenses may be incurred by Romano, and the City hereby agrees to reimburse or to pay said general expenses upon receipt of duly executed expense or petty cash vouchers, with the appropriate receipts, statements, or personal affidavits attached.

13. Indemnification

The City shall defend, save harmless and indemnify Romano against any claim of tort liability, professional liability, administrative action, or other demand or legal action, groundless or otherwise, arising out of an alleged act or omission by Romano in the scope and performance of her duties with the City. In connection therewith, the City promises to litigate or settle any such claim or suit, and pay any settlement or judgment arising therefrom. The City shall provide and pay for legal representation for Romano, which shall be suitable to her. Romano agrees to cooperate in the defense of any claims herein asserted.

14. Use of Vehicle

Romano shall be provided the opportunity to use an automobile or other mutually agreeable City vehicle for City Business. Romano agrees to use any such vehicle with discretion and not without consent of the Administrator. If such vehicle is unavailable and Romano is required to use her personal vehicle, reimbursement shall be made in accordance with section 12 of this agreement.

15. No Reduction of Benefits

The City shall not, during the term of Romano's employment with the City pursuant to this Agreement, reduce the salary or other compensation and benefits referred to herein, unless and to the extent of such a reduction across the board of all employees of the City.

16. Successors

This agreement, including all compensation provisions, shall be binding upon, and shall inure to the benefit of the City and Romano, and their heirs, legal representatives, executors, successors, and permitted assigns.

17. Amendment

This Agreement constitutes the entire agreement between the parties, and may not be amended, except by an instrument in writing, duly adopted and executed by the City and Romano.

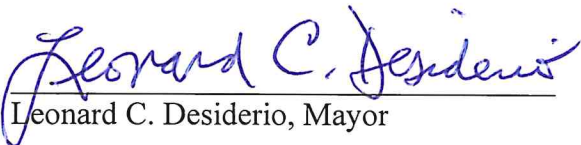
18. Governing Law

This agreement shall be construed and interpreted according to the laws of the State of New Jersey. Any action necessary to enforce, construe, or interpret provisions of this Agreement shall be maintained in Cape May County, New Jersey, with the prevailing party therein specifically being entitled to recover its reasonable costs and expenses, including attorney and expert witnesses fees.

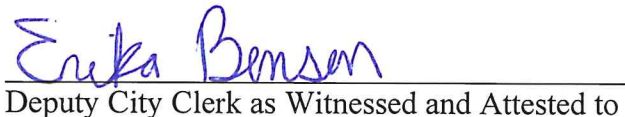
19. Severability

If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable, shall not be affected, and shall remain in full force and effect.

IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed on its behalf by the Mayor, duly attested to by the Deputy City Clerk, and further in witness whereof Romano has signed and executed this agreement as her act and deed this 21st day of May, 2024. The effective date of this contract is January 1, 2024, and shall continue until agreement on a successor contract.


Leonard C. Desiderio, Mayor


Shannon D. Romano, City Clerk


Deputy City Clerk as Witnessed and Attested to