

**CITY OF SEA ISLE CITY
NEW JERSEY
RESOLUTION NO. 023 (2022)**

**CONFIRMING MAYOR DESIDERIO'S APPOINTMENT OF JENNIFER MCIVER AS
CHIEF FINANCIAL OFFICER**

WHEREAS, the City of Sea Isle City has a need to appoint a Chief Financial Officer (CFO); and

WHEREAS, Mayor Leonard C. Desiderio intends to appoint Jennifer McIver to the position of CFO, effective March 7, 2022, with the consent of City Council; and

WHEREAS, Jennifer McIver meets the statutory qualifications to hold the position of CFO; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Sea Isle City, in the County of Cape May and State of New Jersey, that the appointment of Jennifer McIver as Chief Financial Officer of the City is confirmed, with her employment to commence March 7, 2022; and

BE IT FURTHER RESOLVED that the Mayor is authorized to execute a contract of employment with Jennifer McIver consistent with the terms and conditions of City department heads and with the City's salary ordinance.


John C. Gibson, Council President

Recorded Vote:

Council	Yes	No	Abstain	Absent	Moved	Second
Feeley	✓					
Edwardi	✓					
Kehner	✓					
Tighe	✓					✓
Gibson	✓				✓	

I, HEREBY, CERTIFY THAT the foregoing resolution was duly adopted by the Council of the City of Sea Isle City, New Jersey at the regular meeting of said Council held on February 8, 2022.


Shannon D. Romano, Municipal Clerk

**TERMS AND CONDITIONS
OF EMPLOYMENT
CHIEF FINANCIAL OFFICER**

This Agreement, made this 7th day of March, 2022, is entered into by and between Jennifer McIver, hereinafter referred to as "McIver" and the City of Sea Isle City, hereinafter referred to as "City".

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

1. Commencement of Employment

McIver's employment by the City in the capacity of Chief Financial Officer/Director of the Finance Department, commenced on March 7, 2022. 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

McIver's annual salary effective March 7, 2022, is \$125,000.00. McIver's salary will be increased on January 1, 2023 by at least 2.3%. Thereafter, McIver's salary will be adjusted consistent at least with the amount of increase enjoyed by the Sea Isle City Middle Management Professional Employees Association.

3. Severance Compensation

In the event of McIver's removal from office as Chief Financial Officer for any reason, the City shall forthwith cause to be paid to McIver compensation for all unused vacation days, and severance pay of an amount equal to six (6) months salary. All payments will be based upon the rate of pay in effect at the time of termination.

4. Vacation Leave/Personal Leave

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

25 working days annually

Personal Days-----Equal to the days accrued by City middle managers

Mclver shall schedule her vacation in conference with, and with the consent of the Business Administrator. All unused vacation time shall be carried over only into the next two calendar years.

Mclver 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

Mclver shall receive paid holidays in accordance with the same schedule established for City employees.

6. Sick Leave

Mclver 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, Mclver 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, McIver shall be entitled to serious illness leave in the event she becomes incapacitated and unable to perform her duties as Chief Financial Officer 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 McIver should she be temporarily disabled through injury or illness as a result of, or arising from, her employment. Any amount of salary or wages paid or payable to McIver 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 McIver 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 McIver's household. Leave of absence with pay for a maximum of one working day shall be granted to McIver in the event of death of friends or non-immediate family members.

9. Health Insurance

McIver shall be provided with health insurance benefits from the City equal to the plan in effect for City employees. 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 McIver enjoyed at the time of retirement. If, at retirement, McIver is eligible for health benefits provided by another entity, McIver 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 Mclver enjoyed at the time of her retirement.

If Mclver retires from the City after completing twenty-five (25) years of service in NJPERS, the City shall reimburse Mclver for the costs of Medicare part B.

It is understood that Mclver will contribute to the cost of health insurance in accordance with State law and consistent with the middle managers association agreement. If Mclver retires from the City after completing twenty-five (25) years of service in NJPERS and receives City health benefits, and 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 Mclver. If, at any time subsequent to Mclver's retirement (and she is under the city's health insurance coverage), such insurance coverage ceases to be provided by the city, Mclver will receive the health insurance coverage consistent with the last plan in place for City employees including any corresponding adjustment or reimbursement mechanism.

In determining the years of service in NJPERS, the city shall include all time worked by Mclver in Sea Isle City and all time worked with her employer immediately prior to her employment with Sea Isle City.

10. Pension and Life Insurance

Mclver shall be enrolled in the New Jersey Public Employees Retirement System, and shall derive her pension and life insurance benefits therefrom.

11. Meetings, Conferences, Classes, Dues, Subscriptions

During her employment, Mclver 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. 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 McIver and approved by the Governing Body prior to payment. In addition, the City shall pay or reimburse McIver 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 McIver recognize that certain non-personal, community, or employment related expenses may be incurred by McIver, 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 McIver 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 McIver 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 McIver, which shall be suitable to her. McIver agrees to cooperate in the defense of any claims herein asserted.

14. Use of Vehicle

McIver shall be provided the opportunity to use an automobile or other mutually agreeable City vehicle for City business. McIver agrees to use any such vehicle with discretion and not without consent of the Administrator. If such vehicle is unavailable and McIver 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 McIver'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 McIver, 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 McIver.

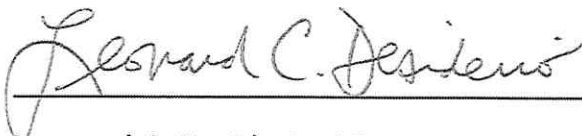
18. Governing Law

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.

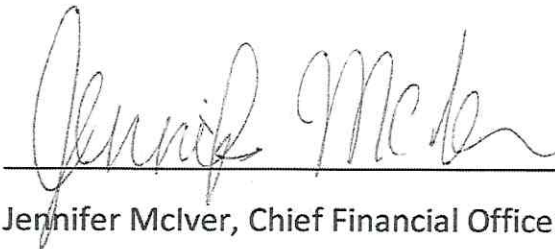
IN WITNESS WHEREOF, the City has caused this agreement to be signed and executed on its behalf by the Mayor, duly attested to by the City Clerk, and further in witness whereof, McIver has signed and executed this agreement as her act and deed this ____ of _____, 2022. The effective date of this contract is retroactive to March 7, 2022, and shall continue until agreement on a successor contract.



Leonard C. Desiderio, Mayor

6/28/2022

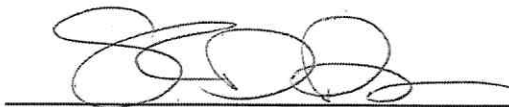
Date



Jennifer McIver, Chief Financial Officer

6/28/2022

Date



Shannon D. Romano, City Clerk

6/29/2022

Date

