

RESOLUTION OF THE TOWNSHIP OF IRVINGTON, NJ

No. **DA16-00927-41**

Date of Adoption **SEPTEMBER 27, 2016**

APPROVED AS TO FORM AND LEGALITY ON THE BASIS OF FACTS SET FORTH BY

Legislative Research Officer

PRESENTED BY COUNCIL MEMBER

COX

SECONDED BY

LYONS

APPROVE THE SERVICES AGREEMENT BETWEEN THE TOWNSHIP OF IRVINGTON AND CHRIST THE KING PREPARATORY SCHOOL

WHEREAS, the Township of Irvington and Christ the King wish to allow high school students the opportunity to gain work experience in order to earn a portion of the cost of their private college preparatory education;

WHEREAS, the Municipal Council approves said Agreement between the Township and Christ the King Preparatory School;

WHEREAS, the proposed agreement between the Township of Irvington and Christ the King, a copy of which is attached and made a part hereof, be and it hereby is approved, and the Township Clerk, Harold Wiener, Mayor, Tony Vauss, or other Officer, is hereby authorized to execute the same in duplicate and to deliver a duplicate original to Christ the King;

NOW THEREFORE BE IT RESOLVED that the governing body of the Township of Irvington, in the County of Essex, in the State of New Jersey, hereby authorizes the Township of Irvington and Christ the King Preparatory School Agreement. Further, the Township and Christ the King Preparatory School are hereby authorized to do and perform any and all acts, including execution of any and all documents as shall be deemed necessary or advisable to carry out the purposes and intent of the Agreement; and

BE IT FURTHER RESOLVED that the required Certificates of Availability of Funds has been obtained from the Chief Financial Officer of the Township of Irvington as follows: Certification Number C6-00228, the appropriation to be charged to Account Numbers: 6-01-20-100-100-299 in the amount of \$8,700.00.

RECORD OF COUNCIL VOTE

X = Indicates Vote N.V. = No Vote A.B. = Absent

COUNCIL MEMBER	YES	NO	N.V.	A.B.	COUNCIL MEMBER	YES	NO	N.V.	A.B.
BURGESS, 1ST VICE PRESIDENT	X				INMAN	X			
COX	X				JONES, 2ND VICEPRESIDENT	X			
FREDERIC	X				LYONS, PRESIDENT	X			
DR. HUDLEY	X								

PRESIDENT OF COUNCIL *David Lyons* MUNICIPAL CLERK *Harold Wiener* DATE **SEPTEMBER 27, 2016**

I hereby certify that the foregoing is a true copy of a Resolution duly adopted by the Municipal Council. In witness whereof I have hereunto set my hand and the Corporate Seal of the Township of Irvington.

MUNICIPAL CLERK *Harold Wiener*

DATE **SEP 27 2016**

ADMINISTRATOR ☒ ASSESSOR ☐ BLDG ☐ CFO ☐ COLLECTOR ☐ COURT ☐ ENGINEER ☐ FIRE ☐ HEALTH ☐ HOUSING ☐ INIC ☐ JUDGE ☐
LEGAL ☒ LIBR ☐ LICEN ☐ MAYOR ☐ OCDP ☐ PARKS ☐ PAYROLL ☐ PUBLIC SAFETY ☐ DIR ☐ PUBLIC WORKS ☐ PURCHASING ☒ SEC ☐ PB/ZBA ☐
TRAFFIC ☐ ZONING ☐ OFF ☐ DLGS ☒ GNCD ☐ OTHER(S):



DP 16-0927-41

TOWNSHIP OF IRVINGTON
OFFICE OF THE TOWNSHIP CLERK
MUNICIPAL BUILDING
CIVIC SQUARE
IRVINGTON, NEW JERSEY 07111
Tel: (973) 399-6664
Fax: (973) 416-6417
www.irvington.net

Harold E. Wiener, R.M.C., C.M.C., M.M.C.
Municipal Clerk

September 28, 2016

Timothy Cunningham, Director
Division of Local Government Services
101 South Broad Street
Post Office Box 803
Trenton, N.J. 08625-0803

Dear Director Cunningham:

Enclosed herewith please find a resolution authorizing a shared services agreement with Christ the King Preparatory School for the use of student interns.

Very truly yours,

Harold E. Wiener
Municipal Clerk

enclosures (1)

cc: Althea Headley, Q.P.A.

Certification Of Availability of Funds

This is to certify to the of the Township of Irvington that funds for the following resolutions are available.

Resolution Date: 09/06/16
Resolution Number: C6-00228

Vendor: CHRIST11 Christ The King Preparatory
School
239 Woodside Avenue
Newark, NJ 07104

Contract: C6-00228 CHRIST THE KING PREP SCHOOL

Account Number	Amount	Department Description
6-01-20-100-100-299	8,700.00	BUSINESS ADMINISTRATION
Total	8,700.00	

Only amounts for the 2016 Budget Year have been certified. Amounts for future years are contingent upon sufficient funds being appropriated.



Chief Financial Officer

CRISTO REY WORK STUDY PROGRAM @ CHRIST THE KING PREP

239 Woodside Avenue
Newark, New Jersey 07104-3113

CORPORATE WORK STUDY 2016 - 2017 PARTNER AGREEMENT

This Corporate Partner Agreement (the "Agreement") dated August 31, 2016 (the "Effective Date") is entered into by and between **Irvington Township of Irvington** "Corporate Partner", at **1 Civic Square, Irvington, NJ 07111** and the Christ the King Prep School (CTK) in connection with its Cristo Rey Work Study Program (CRWS), located at 239 Woodside Avenue, Newark, NJ 07104.

1. Purpose. The parties hereby affirm that CRWS wishes to provide students of Christ the King Preparatory School with corporate work experience and enables students with the opportunity to provide a work experience to earn a portion of the cost of their private college preparatory education pursuant to the terms set forth in this Agreement.

2. Term, Extension and Termination. The term of the Agreement shall commence on September 6, 2016 and shall remain in effect through June 18, 2017 (the "Term"). The agreement may be terminated by either Corporate Partner or CTK upon thirty (30) days prior written notice from the terminating to the non-terminating party.

3. Internship Positions. Corporate Partner agrees to retain CRWS to provide 1 student interns for the Term of the Agreement. Each student works a maximum of (8) hours per day, and no more than sixteen (16) hours per week. CRWS shall endeavor to provide students who are qualified and skilled in the areas in which their services are to be best utilized by the Corporate Partner.

(a) CRWS covenants and agrees, as the employer of the sponsored students, that it will comply with all applicable laws, rules and regulations, including without limitation, any federal and New Jersey State labor laws, including child labor laws, and other applicable regulations of the United States or the State of New Jersey applicable to the employment of minors.

4. Supervision. A staff member from CRWS will work with Corporate Partner in mentoring and supervising the students, including monitoring the conduct, appearance, attendance and job performance of each student assigned. If a student does not perform in the manner acceptable to Corporate Partner, CRWS will take the appropriate action, including reprimanding, suspending, terminating and/or providing an alternate student to perform the duties of the student worker position.

5. Behavioral or work issues. Any behavioral or work issues with the students will be reported to CRWS by Corporate Partner staff immediately. Upon receipt of a complaint from Corporate Partner

and at its request CRWS will remove the student from the sponsor's facility promptly and replace with another student.

6. Employment of Minors. The Corporate Partner shall not be the employer of any Christ the King Preparatory School student. All students shall be employees of CRWS, which will be responsible for all workers' benefits, including health insurance. Copies of applicable insurance policies shall be provided by CRWS upon request. CRWS furthermore affirms that its employment of minors as described in this Agreement, is in compliance with the minimum wage and youth employment provisions of 29 CFR 570.37 and Section 6 of the FLSA at the federal level, as well as New Jersey State labor law. CRWS also affirms that all students employed under the terms of this Agreement will receive the required number of academic instructional hours, as prescribed by the New Jersey Department of Education, for the completion of a fully accredited college preparatory curriculum. Also, CRWS certifies that all students are at least 14 years of age at the start of their assignments with Corporate Partner.

7. Compensation of the students. CRWS acknowledges and agrees that the students who are being sponsored will not be provided any compensation or be eligible to receive any benefits directly or indirectly from Corporate Partner regardless of its sponsorship of the students.

8. Payment. For and in consideration of CRWS providing the student worker positions enumerated above, Corporate Partner agrees to pay CRWS a total of \$8,700 for the 1 students provided within this Term.

9. Indemnification. Christ the King agrees to indemnify the Irvington Township of all actions that might be caused by any actions of Christ the King students.

10. Additional Responsibilities of the Parties.

Each of the parties agrees to conduct this sponsorship arrangement in compliance with all applicable laws, rules and regulations, and further, CRWS agrees to specifically comply with Section 501(c)(3) of the Internal Revenue Code.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

By: _____
(Signature)

By: Anthony Caldwell
(Signature)

(Printed Name)
Title

Anthony Caldwell
Vice President,
Cristo Rey Work Study program
Christ the King Preparatory School

Date _____

Date August 31, 2016

ADDENDUM A

Payment Schedule

Christ the King Preparatory School

Please initial one of the three payment plans listed below:

___ **Plan A:** 1 payment of \$8,700 due September 6, 2016

___ **Plan B:** 2 payments of \$4,350.00

- Payment 1 due September 6, 2016
- Payment 2 due January 3, 2017

___ **Plan C:** 10 payments of \$870.00

- Payment 1 due September 6, 2016
- Payment 2 due October 1, 2016
- Payment 3 due November 1, 2016
- Payment 4 due December 1, 2016
- Payment 5 due January 3, 2017
- Payment 6 due February 1, 2017
- Payment 7 due March 1, 2017
- Payment 8 due April 1, 2017
- Payment 9 due May 1, 2017
- Payment 10 due June 1, 2017

Please make checks payable to;

Christ the King Preparatory School

Attention:

Chris Paterek

Corporate Work Study

239 Woodside Avenue

Newark, NJ 07104 - 31134

239 WOODSIDE AVENUE • NEWARK, NJ • 07104-3113 • (973) 483-0033 • www.ctkprep.org