

**MEMORANDUM OF UNDERSTANDING
BETWEEN**

**THE U.S. DEPARTMENT OF LABOR, WAGE AND HOUR DIVISION
NORTHERN & SOUTHERN NEW JERSEY DISTRICT OFFICES**

AND

**THE NEW JERSEY DEPARTMENT OF EDUCATION
DIVISION OF TEACHING AND LEARNING SERVICES
OFFICE OF CAREER READINESS**

AND

**THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE
DEVELOPMENT
DIVISION OF WAGE AND HOUR COMPLIANCE**

AND

**THE NEW JERSEY DEPARTMENT OF LABOR AND WORKFORCE
DEVELOPMENT
DIVISION OF PUBLIC SAFETY AND OCCUPATIONAL SAFETY AND HEALTH**

AND

**SCHOOL OF PUBLIC HEALTH
RUTGERS THE STATE UNIVERSITY OF NEW JERSEY**

The United States Department of Labor, Wage and Hour Division, Northern and Southern New Jersey District Offices (hereinafter referred to as “DOL/WHD” or “Department”), The New Jersey Department of Education – Division of Teaching and Learning – Office of Career Readiness, The New Jersey Department of Labor and Workforce Development – Division of Wage and Hour Compliance and Division of Public Safety and Occupational Safety and Health, and the School of Public Health – Rutgers – The State University of New Jersey (hereinafter referred to as “The Alliance”) (collectively referred to as “the agencies” or “the parties”) recognize the value of establishing a collaborative relationship to promote compliance with laws of common concern among the regulated community in the state of New Jersey.

The agencies are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, including the goal of providing school administrators, teachers, students, youth workers, parents, guardians, and employers with information, guidance, and access to training resources that will help them protect the safety and health of students, as well as the safety and health of teachers and school staff. These parties will continue to recognize the value of maintaining a collaborative relationship to foster safe and healthful American workplaces. Each of the participating agencies within The Alliance is committed to providing its members and others with information, guidance, and access to training resources that will help them protect the safety and health of workers and understand the rights of workers

and the responsibilities of employers under the Occupational Safety and Health Act (OSH Act), New Jersey Public Employees Occupational Safety and Health (PEOSH) Act, Child Labor Provisions of the Fair Labor Standards Act (FLSA), and New Jersey Child Labor Law and Regulations. Through The Alliance, the parties will continue to address prevention of exposures, hazard identification and hazard communication, personal protective equipment, air quality, and blood borne pathogens, especially as these exposures pertain to youth workers.

THEREFORE, IT IS MUTUALLY AGREED THAT:

This memorandum of understanding (MOU) agreement is intended to memorialize this understanding between DOL/WHd and The Alliance. This MOU is a voluntary agreement that expresses the good-faith intentions of DOL/WHd and The Alliance; it is not intended to be legally binding, does not create any contractual obligations, and it is not enforceable by any party. This MOU agreement does not obligate and will not result in an exchange of funds, personnel, property, services, or any kind of financial commitment. This MOU agreement outlines procedures to be followed by both DOL/WHd and The Alliance in working together to address the need for purposes such as raising awareness of DOL/WHd's rulemaking and enforcement initiatives, training and education, and outreach and communication. The agencies are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, including sharing training materials, providing employers and employees with compliance assistance information, and sharing information as appropriate.

Agency Responsibilities

DOL/WHd enforces the Federal minimum wage, overtime pay, recordkeeping, and child labor requirements of the Fair Labor Standards Act. DOL/WHd also enforces the Migrant and Seasonal Agricultural Worker Protection Act, the Employee Polygraph Protection Act, the Family and Medical Leave Act, wage garnishment provisions of the Consumer Credit Protection Act, and a number of employment standards and worker protections as provided in several immigration related statutes. Additionally, DOL/WHd administers and enforces the prevailing wage requirements of the Davis Bacon Act and the Service Contract Act and other statutes applicable to Federal contracts for construction and for the provision of goods and services.

With the specific and mutual goals, the agencies are forming this partnership to more effectively and efficiently communicate and cooperate on areas of common interest, including the goal of providing school administrators, teachers, students, youth workers, parents, guardians, and employers with information, guidance, and access to training resources that will help them protect the safety and health of students, as well as the safety and health of teachers and school staff, between DOL/WHd and The Alliance. The Alliance has proven to be a valuable tool for both DOL/WHd and the other agencies within The Alliance.

I. Purpose

The purpose of the MOU is to maximize and improve the enforcement of the laws administered by DOL's DOL/WHd and by agencies in The Alliance. This agreement will also encourage enhanced law enforcement and greater coordination between the agencies. The parties of The Alliance will meet at least four (4) times per year usually during January-May and the Fall to track and share information on activities and results in achieving the goals of The Alliance.

II. Authority

The substantive authority under which the parties will be carrying out the activities contemplated in the MOU is found under 29 U.S.C. § 211 (b).

III. Outreach and Education

Where appropriate and feasible, the agencies in The Alliance will:

- Advertise and encourage via e-newsletters of The Alliance partners the comprehensive PEOSH Program On-site Safety & Health Consultations and other on-line technical/informational resources available to NJ high schools with approved career-technical education programs of study. PEOSH Program staff will work with the school administrator of the school selected to improve the safety and health system and to possibly obtain a Safety Recognition Award.
- Develop and distribute information to employers that hire students and youth workers on the recognition and prevention of workplace hazards and compliance with child labor regulations, especially those that have the most impact on students and youth workers.
- Speak, exhibit, or appear at Alliance participant led or co-led trainings, conferences, local meetings, or events to promote young worker safety and health.
- Share information among The Alliance participants on best practices in training those associated with youth employment, and publicize those results through Alliance materials, training programs, workshops, seminars, websites, lectures, or any other applicable forum.
- Encourage school administrators and employers of students and young workers to participate in cooperative programs such as compliance assistance, the PEOSH Consultation Program and the Safety and Health Achievement Recognition Program (SHARP) Award.
- Work with other Alliance participants on specific issues and projects on reducing and preventing student and young worker exposures to workplace hazards and on increasing student and young worker knowledge of the requirements for hazard communication and personal protective equipment to limit/reduce or prevent exposure to identified hazards.

IV. Points of Contact (POCs)

- The agencies designate the following POCs responsible for coordinating the partnership activities and meeting at least four (4) times per year (usually during late January-May and the Fall) to review terms and conditions and areas of mutual concern. The agencies will notify each other in the event of the separation or long-term absence of their contact persons.

- POC designees:
 - The United States Department of Labor – Wage Hour Division – Northern New Jersey District Office
 - Name: Paula Ruffin-District Director
 - Phone: (908) 389-5453
 - Email: ruffin.paula@dol.gov
 - Physical Address: 200 Sheffield Street, Mountainside, NJ 07092
 - The United States Department of Labor – Wage Hour Division – Southern New Jersey District Office
 - Name: Charlene Rachor-District Director
 - Phone: (609) 895-8520
 - Email: rachor.charlene@dol.gov
 - Physical Address: 9 Princess Road, Suites G/H, Lawrence Township, NJ 08648
 - The New Jersey Department of Education – Division of Teaching and Learning Services – Office of Career Readiness
 - Name: Dave Gehrke-Education Program Development Specialist
 - Phone: (609) 376-3899
 - Email: david.gehrke@doe.nj.gov
 - Physical Address: 100 Riverview Plaza, Trenton, NJ 08625
 - The New Jersey Department of Labor and Workforce Development – Division of Wage and Hour Compliance
 - Name: Barry Hickey – Section Chief
 - Phone: (609) 826-5531
 - Email: Barry.Hickey@dol.nj.gov
 - Physical Address: 1 John Fitch Plaza, Trenton, NJ 08611
 - The New Jersey Department of Labor and Workforce Development – Division of Public Safety and Occupational Health
 - Name: Justin Baker – Chief
 - Phone: (609) 743-1291
 - Email: justin.baker@dol.nj.gov
 - Physical Address: PO Box 953, Trenton, NJ 08625
 - School of Public Health (SPH) – Rutgers – The State University of New Jersey
 - Name: Derek G. Shendell, D.Env, MPH
 - Phone: (732) 235-5409 (staff -4988/-9095)
 - Email: shendedg@sph.rutgers.edu
 - Physical Address: 683 Hoes Lane West, 3rd Fl. SPH Bldg. Suite 399
(NJ Safe Schools Program) Piscataway, NJ 08854

V. Training

Where appropriate and feasible, the agencies in The Alliance will:

- Provide expertise to develop and deliver training and professional development programs to address on-the-job safety and health awareness for school administrators, teachers, youth workers, parents and guardians, and employers associated with Work-Based Learning (WBL) (formerly called in NJ, Structured Learning Experiences (SLE)), training, and employment activities taking place at the school and at the approved work sites.
- Provide expertise to develop and deliver training to individuals seeking to become WBL coordinators on federal and state Minimum Wage, Overtime, and Child Labor Laws.
- Deliver or arrange for the delivery of training to school administrators, teachers, new coordinator applicants, parents and guardians, and employers that hire students and youth workers regarding occupations, equipment, and materials that are restricted or prohibited for students and youth workers.
- Provide expertise to deliver or arrange for the delivery by NJ Safe Schools Program (NJ SS) at the Rutgers School of Public Health (SPH) and Career Safe (online) of the OSHA 10 Hour General Industry course for school administrators and teachers and, as appropriate, an additional two hours of instruction on New Jersey Department of Education (NJDOE) safety and health administrative code and introductions to school safety and health issues associated with placing students at work sites. This will be referred to as the “OSHA 10 Plus Program.”
- Deliver or arrange for the delivery of the OSHA 10 General Industry, OSHA 10 Hour Construction or the OSHA Safety and Health Awareness Programs for young workers and for teachers who do not need to take the OSHA 10 Plus Program at Rutgers SPH (Region II training center, Center for Public Health Workforce Development) via NJ SS.
- Deliver or arrange for delivery of the OSHA Train-the-Trainer Courses for school staff to enable them to conduct OSHA 10 Hour courses for teachers, school personnel, students, and other interested parties at Rutgers SPH (Region II training center, Center for Public Health Workforce Development) via NJ SS.
- Provide expertise to develop and deliver training on the New Jersey PEOSH Act to school administrators, teachers and other school personnel, such as maintenance staff.
- Collaborate to maintain and update a youth safety and health resource website that will include links to safety and health resources and will distribute announcements for safety and health related resources, events and activities, via the New Jersey Department of Education and the Rutgers SPH via the NJ Safe Schools Program.

VI. Previous Agreements

- This agreement replaces and supersedes any previous Partnership Agreement MOU between the parties.

VII. Effect of MOU Agreement

- This MOU agreement does not authorize the expenditure or reimbursement of any funds. Nothing in this agreement obligates the parties to expend appropriations or enter into any contract or other obligations.
- This agreement does not obligate the NJDOE to provide financial support to the Alliance, other than any funding that may be provided for in separate agreements, including the Memorandum of Understanding for Professional Services between the NJDOE and Rutgers University, NJDOE B&A Document ID#: 543-20220015 and 553-20230002.
- By entering into this partnership, the agencies do not imply an endorsement or promotion by either agency of the policies, programs, or services of the other.
- Nothing in this MOU agreement is intended to diminish or otherwise affect the authority of either agency to implement its respective statutory or regulatory functions.
- This MOU agreement is not intended to be legally binding and does not confer any rights on any private person.
- This MOU agreement is not intended to confer any rights against the United States, its agencies, or its officers upon any private person.
- Nothing in this MOU agreement will be interpreted as limiting, superseding, or otherwise affecting the agencies' normal operations or decisions in carrying out their statutory or regulatory duties, or duties under any Executive Order. This MOU agreement also does not limit or restrict the parties from participating in similar activities or arrangements with other entities.
- This agreement will be executed in full compliance with the Privacy Act of 1974, the Freedom of Information Act, the Federal Records Act, and any other applicable federal laws and state laws such as the New Jersey Open Public Records Act.
- This MOU agreement contains all the terms and conditions agreed upon by the agencies concerning the subject matter of the agreement. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or be binding upon the agencies. This agreement is not intended to confer any right upon any private person or other third party.

VIII. Exchange of Information

To the extent permitted by law, the agencies understand that in order to effectuate the purposes and provisions of this MOU, it will be necessary, from time to time, to exchange information, some of which may be considered confidential. It is the policy of each of the parties to cooperate with other government agencies to the fullest extent possible under the law, subject to the general limitation that any such cooperation must be consistent with its own statutory obligations and enforcement efforts. It is the view of the parties that an exchange of information in which both agencies are proceeding with a common legal interest is to their mutual benefit. The agencies to this MOU agreement recognize the importance of being able to provide information to other law enforcement bodies without waiving the privilege of otherwise protected material or make a public disclosure.

It is the policy of DOL/WHD and The Alliance to cooperate with other government agencies to the fullest extent possible under the law, subject to the general limitation that any such cooperation must be consistent with the DOL/WHD's and The Alliance's own statutory obligations and enforcement efforts. It is DOL/WHD's and The Alliance's view that an exchange of information in cases in which both entities are proceeding on basically the same matter is to our mutual benefit. There is a need for DOL/WHD and The Alliance to provide information to other law enforcement bodies without making a public disclosure.

In consideration of these concerns, and subject to any applicable laws and regulations regarding the handling of such information, the agencies agree as follows:

1. The agencies agree to exchange information on laws and regulations of common concern and interest, to the extent practicable and allowable by law and policy.
2. The parties will be available to discuss and provide information to one another on topics of mutual interest, overlapping jurisdiction, or certain areas of expertise, when able.
3. Exchange of information to one another pursuant to this MOU is not considered a public disclosure under the Freedom of Information Act, 5 U.S.C.552.
4. When confidential information is exchanged it will not be released to the public, or to any third party, without the express permission of the agency providing that information, except as required by law including, but not limited to, the Freedom of Information Act and the New Jersey Open Public Records Act, N.J.S.A. 47:1A-1 et seq. Upon receipt of a public disclosure request, The Alliance agrees to provide DOL/ WHD with notice of the request and an opportunity to pursue legal action to prevent the release of information.
5. When confidential information is exchanged, it shall be used and accessed only for the limited purposes of carrying out activities pursuant to this agreement as described herein. The information shall not be duplicated or re-disclosed without the express written consent or authority of the agency providing the information (hereinafter the "donor agency"), a court order, or as required by law, including the Freedom of Information Act and the Open Public Records Act.

6. Confidential information means information that may be privileged or otherwise exempt from disclosure to the public or other unauthorized persons under federal and state laws. Confidential information may include: the identity of persons who have given information to the agencies in confidence or under circumstances in which confidentiality can be implied; any employee statements in enforcement files that were obtained under these conditions; internal opinions, policy statements, memoranda, and recommendations of federal or state employees, including (but not limited to) investigators and supervisors; any records that would otherwise not be subject to disclosure under law as non-final, intra- or inter-agency documents; information or records covered by the attorney-client privilege and the attorney work-product privilege; personal information protected by any relevant law or regulation; individually identifiable health information; and confidential business information and trade secrets.
7. In the event that there is a public proceeding, such as a trial, in which certain records, such as confidential information, may be used or testimony of DOL/WHd's employees sought, DOL/WHd requires that The Alliance notify DOL/WHd.
8. In the event that there is a public proceeding, such as a trial, in which certain records, such as confidential information, may be used or testimony of The Alliance employees sought, The Alliance requires that DOL/WHd notify The Alliance.
9. Should either party receive a request or subpoena that would, fairly construed, seek production of privileged information that it received pursuant to this MOU agreement, the party receiving such a request or subpoena shall take reasonable measures, including but not limited to asserting the common interest privilege, to preclude or restrict the production of such information for ten (10) business days, and shall promptly notify the donor agency that such a request or subpoena has been received, so that the donor agency may file any appropriate objections or motions, or take any other appropriate steps, to preclude or condition the production of such information.
10. Neither party shall have authority to waive any applicable privilege or doctrine on behalf of the other party, nor shall any waiver of an applicable privilege or doctrine by the conduct of one party be construed to apply to the other party.
11. The agencies will notify one another, through the agency POC identified in this MOU, upon commencement of litigation, a hearing, or other proceeding that may involve the release, through subpoena, introduction of written evidence, or testimony, of information exchanged under this agreement.
12. For information security purposes, information (including paper-based documents and electronic information such as emails and USB drives) exchanged pursuant to this MOU agreement remains the responsibility of the donor agency while in transit. The agencies agree to establish a communication protocol for notifying each agency's designated POC when information is sent to or received from that agency, including information on the form of the transfer and the media type and quantity (when appropriate). An agency expecting to receive information will notify the donor agency if the information is not received as of the next business date following the agreed upon delivery date.

Confidential data will be destroyed no later than thirty (30) days after its use and may be transmitted via secure FTP. Use includes the time period required for compliance with federal records retention periods. Confidential data will not be electronically mailed, unless encrypted using approved encryption standards.

13. For information security purposes, after an agency receives information from the donor agency, the donor agency retains no responsibility for any security incidents, inadvertent disclosure, or the physical and information technology safeguards in place for protecting that information by the agency that received it.
14. However, in the event that the agency receiving the information experiences a security incident or disaster that results in the suspected or confirmed inadvertent disclosure of the data exchanged pursuant to this MOU agreement, the agency experiencing the incident or disaster will send formal written electronic notification to the donor agency's designated contact person immediately within three (3) days after detection of the incident or disaster. The written electronic notification will describe the security incident or disaster in detail including what data exchanged pursuant to this MOU agreement may have been inadvertently disclosed.
15. At the conclusion of an investigation and prosecution by either party, the receiving agency will return any and all confidential information to the donor agency, except as required by law, including the Records Retention Act and New Jersey's record retention schedules.
16. Liability of the U.S. Government is governed by the Federal Torts Claims Act.

IX. Dissemination of Factual Information

- The agencies agree to jointly disseminate outreach materials to the regulated community when appropriate. Any such dissemination may not be undertaken without prior notice and approval of each party.
- All public materials bearing the United States Department of Labor ("USDOL") or DOL/WHD name, logo, or seal must be approved in advance by USDOL. Any such materials that include the opinions, results, findings and/or interpretations of data arising from the results of activities carried out under the Agreement shall state that they are the responsibility of the party carrying out the activity and do not necessarily represent the opinions, interpretation, or policy of the other partner.

X. Resolution of Disagreements

- Disputes arising under this Agreement will be resolved informally by discussions between Agency Points of Contact, or other officials designated by each agency.

XI. Period of Agreement

- This MOU agreement becomes effective upon the signing of both parties and will expire five (5) years from the effective date. This agreement may be modified in writing by mutual consent of both agencies. The agreement may be cancelled by either party by giving thirty (30) days advance written notice prior to the date of termination. Renewal of the agreement may be accomplished by written agreement of the parties.

This agreement is effective as of the 16th day of December, 2022.

**United States Department of Labor
Wage and Hour Division**

**New Jersey Department of Labor and
Workforce Development**

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By: Mark Watson 11/17/2022 |
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Mark H. Watson Date
Regional Administrator

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By: Robert Asaro-Angelo 12/12/2022 | 12:39:01
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Robert Asaro-Angelo Date
Commissioner

**United State Department of Labor
Wage and Hour Division
Southern New Jersey District Office**

**United States Department of Labor
Wage and Hour Division
Northern New Jersey District Office**

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By: Charlene Rachor 10/27/2022 |
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Charlene Rachor Date
District Director

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Paula Ruffin Date
District Director

**New Jersey Department of Education
Division of Teaching and Learning Services**

New Jersey Department of Education

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Jorden Schiff Date
Assistant Commissioner

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Angelica Allen-McMillan, Ed.D. Date
Acting Commissioner

Rutgers School of Public Health

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By: *Perry Halkitis* 12/16/2022 | 1:18:47 PM EST
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Perry Halkitis, Ph.D., MPH, MS Date
Dean and Professor