## I. FY 2012 CONTRACT SUMMARY:

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>Organization Name:</th>
<th>Fairleigh Dickinson - Metropolitan</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTING AGENCY:</td>
<td></td>
<td>Commission on Higher Education Educational Opportunity Fund</td>
</tr>
</tbody>
</table>

### SOURCE OF FUNDS:

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Account Title</th>
</tr>
</thead>
<tbody>
<tr>
<td>Summer (FY11 &amp;12)</td>
<td>$263,206</td>
<td>Article III - Summer Undergrad. Cost of Ed.</td>
</tr>
<tr>
<td>Academic Year (FY12)</td>
<td>$432,387</td>
<td>Article III - Undergraduate Grants</td>
</tr>
<tr>
<td>Academic Year (FY12)</td>
<td>$6,750</td>
<td>Article III - Graduate Grants</td>
</tr>
<tr>
<td>Academic Year (FY12)</td>
<td>$161,614</td>
<td>Article IV - A.Y. Support</td>
</tr>
<tr>
<td></td>
<td>$600,751</td>
<td>Total Academic Year Funding</td>
</tr>
<tr>
<td></td>
<td>$863,957</td>
<td>Total EOF Funding</td>
</tr>
</tbody>
</table>

### II. TIME FRAME:

- Effective Date of Agreement: June 1, 2011
- Length of Work Period: 14 months
- Starting Date: June 1, 2011
- Ending Date: July 31, 2012

### III. PURPOSE:

To provide an opportunity for higher education to disadvantaged New Jersey residents who would not be able to attend college without the financial assistance and special support services that are part of the EOF Program.

### IV. PROGRAM SPECIFICATION:

Contractor hereby agrees to perform the services described in the specifications attached hereto as Attachments D1 and D2 in the manner and upon the terms therein specified. Attachment D1 - Grant Deadlines and D2 - Program Mission and Goals are hereby fully incorporated and made a part of this contract in all particulars. The provisions of this contract hereinafter set forth shall constitute the General Terms and Conditions of the Agreement between the parties.
STATE OF NEW JERSEY
Commission on Higher Education
EDUCATIONAL OPPORTUNITY FUND

V. SCOPE OF AGREEMENT:

This Agreement, entered into by the above named parties, for the above mentioned time frame, sets forth the specific programs, projects and activities in which the Contractor shall engage in return for funding as provided by the CHE/EOF Program and/or other sources, as set forth above, and shall fully incorporate and make part of this Agreement the following documents and any specifically mentioned attachments thereto:

Attachment A  Contract Provisions
Attachment A1 Contract Provisions (Rutgers University)
Attachment B1 EOF Summer Support and Cost of Education Budget
Attachment B2 EOF Academic Year Program Support Budget
Attachment B3 EOF Special Project Budget (if applicable)
Attachments C1-4 Expenditure Reports sent under separate cover
Attachments C5 Annual and Summer Assessment Reports sent under separate cover
Attachment D1 Grant Deadlines and Project Specifications
Attachment D2 Program Mission and Goals
Master Contract for Commission on Higher Education Programs - On File
With the Institution

VI. COMMISSION AND CONTRACTOR AGREEMENT SIGNATURES:

If this contract, including all attachments (if applicable), correctly sets forth your understanding of the terms of the agreement, please indicate your institution's concurrence with such terms by the signature of the appropriate officer of your institution and returning the contract to the Commission on Higher Education for the countersignature of the Executive Director of the Educational Opportunity Fund. A copy of the contract with the appropriate signatures will be returned to your institution.

FY 2012

Accepted and Agreed:  Countersigned:

Fairleigh Dickinson - Metropolitan Campus  N.J. Commission on Higher Education
Institution  Educational Opportunity Fund

By: ___________________________________  By: ____________________________
Title: President  Title: Executive Director, EOF

Date: _________________________________  Date: _____________________________
V. SCOPE OF AGREEMENT:

This Agreement, entered into by the above named parties, for the above mentioned time frame, sets forth the specific programs, projects and activities in which the Contractor shall engage in return for funding as provided by the CHE/EOF Program and/or other sources, as set forth above, and shall fully incorporate and make part of this Agreement the following documents and any specifically mentioned attachments thereto:

- Attachment A1  Contract Provisions (Rutgers University)
- Attachment B1  EOF Summer Support and Cost of Education Budget
- Attachment B2  EOF Academic Year Program Support Budget
- Attachment B3  EOF Special Project Budget (if applicable)
- Attachments C1-4  Expenditure Reports sent under separate cover
- Attachments C5  Annual and Summer Assessment Reports sent under separate cover
- Attachment D1  Grant Deadlines and Project Specifications
- Attachment D2  Program Mission and Goals
- Master Contract for Commission on Higher Education Programs - On File
- With the Institution

VI. COMMISSION AND CONTRACTOR AGREEMENT SIGNATURES:

If this contract, including all attachments (if applicable), correctly sets forth your understanding of the terms of the agreement, please indicate your institution's concurrence with such terms by the signature of the appropriate officer of your institution and returning the contract to the Commission on Higher Education for the countersignature of the Executive Director of the Educational Opportunity Fund. A copy of the contract with the appropriate signatures will be returned to your institution.

FY 2012

Accepted and Agreed:  
Fairleigh Dickinson - Metropolitan Campus
Institution

Accepted and Agreed:  
N.J. Commission on Higher Education
Educational Opportunity Fund
Agency/Division

Countersigned:  
By: ___________________________________  By: ____________________________
Title: President  Title: Executive Director, EOF
Date: _________________________________  Date: _____________________________
ATTACHMENT A

State of New Jersey
Commission on Higher Education
EDUCATIONAL OPPORTUNITY FUND

Contract Provisions
Attachment A hereby provides for provisions and conditions between the State of New Jersey, Commission on Higher Education and institutions participating in the EOF program, as detailed below:

I. Audit Requirements

A. Any audit required under Section XIX of the Master will be conducted on an organization-wide basis and on the Contractor’s fiscal year. It is the Commission’s understanding that the Contractor’s fiscal year ends on June 30th of any given year.

Any changes in the fiscal year must be reported immediately to the Commission.

B. The following method(s) has been designated in performing audits:

   ____ State Auditors
   _X__ Auditors appointed by the Commission on Higher Education
   ____ CPA firm appointed by the Commission
   _X__ CPA firm appointed by the Contractor. (Audit may be performed as part of the general college audit.)
   ____ Other ________________________________

II: Budget Revisions and Modifications

All budget revisions and modifications must be in accordance with the EOF Regulations, Section 9A:11-6.11.

Since the Contractor is not to incur expenditures over and above the limits set forth by the Regulations and approved allocations, it is incumbent on the Contractor to request budget revision approval whenever it is anticipated that spending will exceed the limits defined by the Regulations and approved allocations. Therefore, the Contractor will be liable for all unapproved debts incurred.
III. **Program Income**

Other program income, if any, as defined in Section XV, Paragraph C of the Master Contract, shall be treated by the Contractor in the following manner:

____ Added to funds committed to the project by the Commission and to be used to further eligible program objectives; or

____ Deduced from the total project by the Commission and be used to further program objectives; or

_X__ Not applicable

IV. **Method of Payment**

A. Where deemed applicable, the Commission may authorize advance payments to be made to the Contractor. These payments will be based upon a percentage determined by the Commission not to exceed 100% of the contract amount.

B. Progress payments shall be made by the Commission as adopted by the EOF Board of Directors on a scheduled basis.

C. At the Commission’s discretion, a payment may be withheld pending receipt of required reports as listed on Attachment D-1.

V. **Financial and Performance Reporting**

A. Interim expenditure reports for academic year program support funds shall be submitted on a scheduled basis. These reports, to be certified by the Chief Fiscal Officer, shall be submitted in accordance with the dates listed on Attachment D-1.

B. Final expenditure reports shall be submitted by the Contractor in accordance with the dates listed on Attachment D-1.

C. The Annual Report, which provides data on student and program performance, shall be submitted by the Contractor in accordance with the dates listed on Attachment D-1. The report may be used to assess the Contractor’s ability to reach its declared program mission and goals, per Attachment D-2.

VI. **Dissemination**

All Commission on Higher Education grant-supported public events/activities/curriculum materials as well as dissemination activities for this project should be acknowledged as related to and/or supported by the New Jersey Educational Opportunity Fund.
The following materials MUST be submitted on or before the dates indicated. Failure to comply will result in the delay of EOF payments to your institution.

<table>
<thead>
<tr>
<th>REPORTS/FORMS</th>
<th>DEADLINE DATE(S):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual Report Form (Original plus 1 copy)</td>
<td>October 31, 2011</td>
</tr>
<tr>
<td>Budget Request – FY 2012</td>
<td>TBA</td>
</tr>
<tr>
<td><strong>EOF Expenditure Reports:</strong></td>
<td></td>
</tr>
<tr>
<td>Summer</td>
<td>September 15, 2011</td>
</tr>
<tr>
<td>FY 2012 Article IV Interim Report (July –)</td>
<td>January 15, 2012</td>
</tr>
<tr>
<td>FY 2012 Article IV Interim Report (July –)</td>
<td>April 15, 2012</td>
</tr>
</tbody>
</table>

1Deadline dates that fall on the weekend or holiday are extended to the next working day. Postmark dates will determine compliance with the appropriate deadline except for the student application, which is based on the date received by the contractor.

2With projections through June. NOTE THAT final payment will be based upon these projections.