

**STATE OF NEW JERSEY**  
**Office of the Secretary of Higher Education (OSHE)**  
**EDUCATIONAL OPPORTUNITY FUND (EOF)**

**I. FY 2022 CONTRACT SUMMARY**

**CONTRACTOR:** **Seton Hall University - Law**

**CONTRACTING AGENCY:** Office of the Secretary of Higher Education  
**Educational Opportunity Fund**  
1 John Fitch Plaza, 10<sup>TH</sup> Floor  
P.O. Box 542  
Trenton, New Jersey 08625

<b>SOURCE OF FUNDS:</b>	<b>AMOUNT</b>	<b>ACCOUNT TITLE</b>
Summer (FYS 21 & 22)	\$ 0	Article III – Program Support and Cost of Ed Initials and Renewals
Summer (FY 21)	\$ 0	Article IV - Summer Program Support (only)
Academic Year (FY22)	\$ 0	Article IV - A.Y. Support
Academic Year (FY22)	\$ 0	Article III - Undergraduate Grants
Academic Year (FY22)	<u>\$ 37,200</u>	<u>Article III - Graduate Grants</u>
	<b>\$ 37,200</b>	<b>TOTAL EOF FUNDING</b>

**II. TIME FRAME:**

Effective Date of Agreement:	June 1, 2021
Length of Work Period:	13 months
Starting Date:	June 1, 2021
Ending Date:	June 30, 2022

**III. PURPOSE:**

To provide an opportunity for higher education to educationally and economically 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 in the manner and upon the terms therein specified. Attachment B1 Program Mission Goals and Attachment D Grant Deadlines - 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.

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**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 OSHE/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 Program Mission Statement and Program Goals & Objectives
Attachment B2	EOF Summer Support and Cost of Education Budget
Attachment B3	EOF FY22 Academic Year Program Support Budget
Attachment B4	EOF Special Project Budget (if applicable)
Attachment B5	EOF Winter Session Support and Cost of Education Budget (if applicable)
Attachments C1-5	Expenditure Reports sent under separate cover
Attachment C6	Annual and Summer Assessment Reports sent under separate cover
Attachment D	Grant Deadlines and Project Specifications
Master Contract for the Office of the Secretary of Higher Education (OSHE) Programs (on file with the institution)	

**VI. OSHE/EOF 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 on the two signature pages included and returning the contract to the Office of the Secretary of Higher Education for the countersignatures of the Executive Director of the Educational Opportunity Fund. Please note all preliminary allocations are subject to change based on the Governor's final approved Appropriations Act. An electronic copy of this contract signature page will be provided via DocuSign. Execution of the completed contract will be emailed to the appropriate designees. This page is being provided for reference purposes.

**FY 2022:**

**Accepted and Agreed:**

**Countersigned:**

**Seton Hall University - Law**

**Office of the Secretary of Higher Education**  
**Educational Opportunity Fund**

\_\_\_\_\_  
**Institution**

\_\_\_\_\_  
**Agency/Division**

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: **President (or Authorized Designee)**

Title: **NJ EOF Executive Director**

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT A

<p style="text-align: center;"><b>STATE OF NEW JERSEY</b> <b>Office of the Secretary of Higher Education</b> <b>EDUCATIONAL OPPORTUNITY FUND</b></p>
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### **Contract**

Attachment A hereby provides for provisions and conditions between the State of New Jersey, Office of the Secretary of 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 Contract will be conducted on an organization-wide basis and at the conclusion of the Contractor's fiscal year. It is the understanding of OSHE that the Contractor's fiscal year ends on June 30th of any given year.

Any changes in the Contractor's fiscal year must be reported immediately to OSHE.

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

State Auditors

Auditors appointed by OSHE

CPA firm appointed by OSHE

CPA firm appointed by the Contractor. (Audit may be performed as part of the general college audit.)

#### 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.

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 OSHE and to be used to further eligible program objectives; or

Deducted from the total project by OSHE and be used to further program objectives; or

Not applicable

IV. Method of Payment

- A. Where deemed applicable, OSHE may authorize advance payments to be made to the Contractor. These payments will be based upon a percentage determined by OSHE not to exceed 100% of the contract amount.
- B. Progress payments shall be made by OSHE as adopted by the EOF Board of Directors on a scheduled basis.
- C. At the discretion of OSHE/EOF Executive Director, any payment may be withheld pending receipt of required reports as listed on Attachment D and based on any audit findings that may require the institution to make restitution to OSHE/EOF.

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, must be submitted in accordance with the dates listed on Attachment D.
- B. Final expenditure reports must be submitted by the Contractor in accordance with the dates listed on Attachment D.
- C. The Annual Report, which provides data on student and program performance, must be submitted by the Contractor in accordance with the dates listed on Attachment D. The report may be used to assess the Contractor's ability to reach its declared program mission and goals, per Attachment B1.

VI. Dissemination

All Office of the Secretary of Higher Education grant-supported public events/activities/curriculum materials as well as dissemination activities for this project shall be acknowledged as related to and/or supported by the New Jersey Educational Opportunity Fund.

## ATTACHMENT D

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### 2021-2022 GRANT AND REPORT DEADLINES<sup>22</sup>

The following materials **MUST** be submitted on or before the dates indicated. As noted within EOF regulations 9A:11-6.16 (c), institutions that fail to report in a timely manner are subject to the appropriate actions by the EOF Central Office.

#### REPORTS/FORMS

#### DEADLINE DATE(S)

*2019-2020 Annual Report Form (must be sent via-e-mail)*

July 16, 2021

*2020-2021 Annual Report Form (must be sent via-e-mail)*

TBD

*EOF FY 2022 Signed Contract*

June 1, 2021

*EOF FY 2022 B1, B2, B3 Contract Budget Attachments*

July 6, 2021

#### *EOF Expenditure Reports:*

FY 2022 Summer Program Final Expenditure Report

Sept. 9, 2021

FY 2022 Article IV 1<sup>st</sup> Interim Expend. Report (July - Dec.)

Jan. 20, 2022

FY 2022 Final Request for Article IV Budget Modifications

Apr. 1, 2022

FY 2022 Article IV 2<sup>nd</sup> Interim Expend. Report<sup>2</sup> (July – March)

Apr. 15, 2022

FY 2022 Article IV Final Expenditure Report

Aug. 31, 2022

#### *Graduate Grant Applications:*

Fall & Spring Semester Graduate Grant Applications\*

Sept. 30, 2021

Spring Only Graduate Grant Applications\*

Feb. 1, 2022

(\* = Late Applications will not be accepted.)

<sup>1</sup> Deadline dates that fall on the weekend or holiday are extended to the next working day. Postmark dates will determine compliance with the appropriate deadline.

<sup>2</sup> With projections through the end of June. Note that final payment will be based upon these projections.