

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

I. REVISED FY 2022 CONTRACT SUMMARY

CONTRACTOR: **Rutgers - Newark Arts & Sciences**

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

SOURCE OF FUNDS:	AMOUNT	ACCOUNT TITLE
Summer (FYS 21 & 22)	\$ 375,037	Article III – Program Support and Cost of Ed Initials and Renewals
Summer (FY 21)	\$ 25,539	Article IV - Summer Program Support (only)
Academic Year (FY22)	\$ 837,020	Article IV - A.Y. Support
Academic Year (FY22)	\$ 1,069,200	Article III - Undergraduate Grants
Academic Year (FY22)	\$ 0	Article III - Graduate Grants
	\$ 2,306,796	TOTAL EOF FUNDING

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:

Rutgers - Newark Arts & Sciences

Institution

By: _____

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

Date: _____

Countersigned:

Office of the Secretary of Higher Education
Educational Opportunity Fund

Agency/Division

By: _____

Title: **NJ EOF Executive Director**

Date: _____

ATTACHMENT A

<p style="text-align: center;">STATE OF NEW JERSEY Office of the Secretary of Higher Education EDUCATIONAL OPPORTUNITY FUND</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 A-1

The State of New Jersey
Office of the Secretary of Higher Education
EDUCATIONAL OPPORTUNITY FUND

RUTGERS, THE STATE UNIVERSITY

Additional Contract Provisions

Attachment A-1 is hereby annexed to and provides for additional contract provisions and conditions between the State of New Jersey, Office of the Secretary of Higher Education, and Rutgers, the State University as detailed below.

A. Redistribution of Academic Year Article III Funds

1. The Educational Opportunity Fund (EOF) director of each applicable college/school within the University and the financial aid office of the University will submit to the Higher Education Student Assistance Authority (HESAA) via the New Jersey Financial Aid Management System (NJFAMS) a roster containing initials, renewals, and transfer students as required by the OSHE/EOF Office no later than the end of September. An electronic copy of this roster will also be sent via Excel format to the EOF Central Office.
2. If any of the colleges within the University require additional student allocations for funding under Article III, a formal written request shall be made by the University to the OSHE/EOF Office as soon as such need becomes clear, but in no event later than the contractual deadline for such requests as set by the OSHE/EOF Office for the fall and spring semesters, which will be separate and distinct from the contractual deadline for requesting payments.
3. Subsequent to the above-mentioned deadlines, the OSHE/EOF Office will then review the formal written requests received from each college for additional allocations and:
 - a. Determine if there is need for more allocations by those colleges requesting them, and
 - b. Calculate the total pool of unused allocations from each of the three University regions of Newark, Camden and New Brunswick.
4. If one of the colleges of the University has made a formal written request for additional allocations and the OSHE/EOF Office has determined that need for additional allocations exists at said college, such need shall first be satisfied from the unused allocation pool of the University region within which the requesting college is located. All adjustments under this paragraph shall only be made under the authority of the University Administrator for the EOF Program and upon the prior notification of the OSHE/EOF Office.

5. If one of the colleges of the University has made a formal written request for additional allocations and the OSHE/EOF Office has determined that need for additional allocations exists at said college and the college's need cannot be met under the provision of paragraph 4 above, then said college shall receive priority to receive unused allocations from another University region subsequent to each University region having completed its own redistribution of allocations under paragraphs 4 above. Any requests for reallocations under this paragraph shall be subject to the same deadlines as set forth in paragraph 2 above.
6. If, after the applications of paragraphs 4 and 5 above, a requesting college still has a need for more allocations, such need shall be satisfied through normal reallocation procedures established for all EOF programs within the State by the OSHE/EOF Office.
7. All approved reallocations shall become part of each college's permanent allocation for that academic year.

B. Redistribution of Article IV Funds

1. Upon discussion between the college EOF director and the designated University Business Manager for EOF programs, a college shall submit a proposal to the OSHE/EOF Office if it desires to make any budget changes within its own budget for projected use of unexpended Article IV funds. Such proposal shall be submitted by the contract deadline for budget changes of the projected use of unexpended funds.
2. No later than the specified deadline for contract budget changes for the spring semester, the University will submit a budget change request package to the OSHE/EOF Office which would transfer Article IV funds, within region, from one college where an under-expenditure exists, to another college where there is need for additional Article IV funds.
3. All budget change requests shall be submitted with the signatures of the appropriate college EOF Director and the University Business Manager for EOF Programs to the EOF Executive Director and the appropriate program liaison for review and approval.
4. Any reallocation of unexpended Article IV funds under this section must have the prior approval of the OSHE/EOF Office.

ATTACHMENT D

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2021-2022 GRANT AND REPORT DEADLINES³

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

July 23, 2021
November 5, 2021

EOF FY 2022 Signed Contract and B1, B2, B3 Budget Attachments

July 6, 2021

EOF Expenditure Reports:

FY 2022 Summer Program Final Expenditure Report

Sept. 9, 2021

FY 2022 Article IV 1st Interim Expend. Report (July - Dec.)

Jan. 20, 2022

FY 2022 Final Request for Article IV Budget Modifications

Apr. 1, 2022

FY 2022 Article IV 2nd Interim Expend. Report² (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.)

¹ 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.

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