

STATE OF NEW JERSEY
Commission on Higher Education
EDUCATIONAL OPPORTUNITY FUND

I. FY 2010 CONTRACT SUMMARY:

CONTRACTOR: Organization Name: Bergen Community College

CONTRACTING AGENCY: Commission on Higher Education
Educational Opportunity Fund
 20 West State Street
 P.O. Box 542
 Trenton, New Jersey 08625

SOURCE OF FUNDS:	AMOUNT	ACCOUNT TITLE
Summer (FY09&10)	\$ 900	Article IV - Summer Support
Summer (FY09&10)	<u>\$76,339</u>	Article III - Summer Undergrad. Cost of Ed.
	\$77,239	Total Summer Funding
Academic Year (FY10)	\$321,054	Article III - Undergraduate Grants
Academic Year (FY10)	\$ 0	Article III - Graduate Grants
Academic Year (FY10)	<u>\$98,931</u>	Article IV - A.Y. Support
	\$419,985	Total Academic Year Funding
	\$497,224	Total EOF Funding

II. TIME FRAME:

Effective Date of Agreement:	June 1, 2009
Length of Work Period:	14 months
Starting Date:	June 1, 2009
Ending Date:	July 31, 2010

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
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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 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 2010

Accepted and Agreed:

Bergen Community College
Institution

By: _____
Title: **President**

Date: _____

Countersigned:

N.J. Commission on Higher Education
Educational Opportunity Fund
Agency/Division

By: _____
Title: **Executive Director, EOF**

Date: _____

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Agency/Division

By: _____
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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

Auditors appointed by the Commission on Higher Education

CPA firm appointed by the Commission

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

_____ Deducted 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.

ATTACHMENT D1

**State of New Jersey
Commission on Higher Education
Educational Opportunity Fund**

2009-2010 GRANT DEADLINES¹

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.

REPORTS/FORMS:

DEADLINE DATE(S):

<i>Annual Report Form (Original plus 1 copy)</i>	October 31, 2009
<i>Budget Request – FY 2010</i>	TBA
<i>EOF Expenditure Reports:</i>	
Final FY'09 Art. IV Program Support & Spec. Proj. Summer 2009	August 31, 2009 September 15, 2009
FY 2010 Article IV Interim Report (July – December)	January 15, 2010
FY 2010 Article IV Interim Report (July – March) ²	April 15, 2010

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.