



# State of New Jersey

OFFICE OF THE SECRETARY OF HIGHER EDUCATION

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## GRANT AGREEMENT BETWEEN THE OFFICE OF THE SECRETARY OF HIGHER EDUCATION AND Seton Hall University - Law

This Grant Agreement (“Agreement”) is entered into by and between the Office of the Secretary of Higher Education (“OSHE”), a public agency of the State of New Jersey and **Seton Hall University - Law**, an institution of higher education within the State of New Jersey (“Grantee”) for implementation of the Educational Opportunity Fund (“EOF”) Program. The EOF was created by law in 1968 to ensure meaningful access to higher education for those who come from economically and educationally disadvantaged backgrounds.

The purpose of the partnership between OSHE and the Grantee is 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. Pursuant to this Agreement, OSHE will provide funding to implement goals and strategies for capacity building and increasing enrollment, improving student retention, persistence, completion, and reducing financial burdens on students.

### I. EDUCATIONAL OPPORTUNITY FUND GRANT AMOUNT

Based on the representations in the Grantee’s request and in this Agreement, OSHE awards the Grantee a grant in the amount of \$44,200 (“EOF Grant”). These funds are to be allocated to the following EOF session(s):

GRANT AMOUNT	SESSION ALLOCATION
\$ 0	FY 2023/2024 - Summer 2023 Article III – Program Support and Cost of Education for Initials and Renewals

\$	<b>FY 2023 Summer 2023 Article IV – Summer Program Support (Only)</b>
\$ 0	<b>FY 2024 Article IV – Academic Year Support</b>
\$ 0	<b>FY 2024 Article III – Undergraduate Grants</b>
\$ 44,200	<b>FY 2024 Article III – Graduate Grants</b>
\$ 44,200	<b>Total EOF Funding</b>

## II. PROGRAMMATIC RESPONSIBILITY

- A. Grantees shall use the funds provided pursuant to this Grant Agreement to support activities related to promoting EOF and/or the support of EOF students consistent with the mission and purpose of the Fund as described in N.J.A.C. 9A:11-1.3 of the EOF Regulations. Grantees shall use the funds provided pursuant to this memorandum to achieve identified goals as part of a comprehensive program implemented between June 1, 2023 and June 30, 2024.
- B. All monies expended pursuant to paragraph A of this section must be spent or encumbered by June 30, 2024.
- C. The Grantee agrees to attend and participate in activities that may be convened by OSHE in furtherance of the EOF program and the EOF funding. The activities may include, but are not limited to: in-person and virtual periodic meetings, webinars, trainings, and collaborative events with multiple institutions to examine best practices that can be utilized for the sustainability of the EOF program.

### D. Compliance with Existing Laws

Grantee, agrees to comply with all federal, state, and municipal laws, rules, and regulations in the performance of this Agreement that are generally applicable to the activities in which the Grantee is engaged in the performance of said contracts.

### **E. Dissemination**

1. All public events, activities, curricular materials, press releases, requests for proposals, bid solicitations, and other documents produced with OSHE funds provided pursuant to this agreement must state clearly that the project partnership is administered by OSHE and that OSHE is a partner in the project partnership. The only official name to be used in describing the overall program is “Educational Opportunity Fund (EOF)” and no other institutional-specific branded name shall be used in official communication about the grants.
2. Content of materials. Subject to any specific requirements that apply to the grant, the Grantee may decide the format and content of project materials that it publishes or arranges to have published.

### **F. Reporting**

1. The Grantee shall provide interim and final reports to OSHE regarding the completion of their programmatic responsibilities as detailed in paragraphs A, B, and C, above.
2. The Grantee shall ensure that all interim and final reports to OSHE are submitted by the identified deadline(s).
3. Other requests for information may be made by OSHE to the Grantee as needed for state reporting requirements.
4. The Grantee shall meet upon request with OSHE to discuss strategies for effectively achieving the programmatic objectives.

**STATE OF NEW JERSEY  
Office of the Secretary of Higher Education  
EDUCATIONAL OPPORTUNITY FUND**

**2023-2024 GRANT AND REPORT DEADLINES<sup>21</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)**

*2022-2023 Annual Report Form (must be sent via-e-mail)*

October 10, 2023

***EOF FY 2024 Signed Contract***

July 6, 2023

***EOF FY 2024 Contract Attachments:***

B1 Program Mission, Goals and Objectives	July 13, 2023
B2 Summer Program	June 12, 2023
B3 Academic Year Article IV Program Support	July 13, 2023

***EOF Expenditure Reports:***

FY 2024 Summer Program Final Expenditure Report	September 21, 2023
FY 2024 Article IV 1 <sup>st</sup> Interim Expend. Report (July - Dec.)	January 29, 2024
FY 2024 Final Request for Article IV Budget Modifications	March 22, 2024
FY 2024 Article IV 2 <sup>nd</sup> Interim Expend. Report <sup>2</sup> (July – March)	April 15, 2024
FY 2024 Article IV Final Expenditure Report	August 24, 2024

***Graduate Grant Applications:***

Fall & Spring Semester Graduate Grant Applications*	September 29, 2023
Spring Only Graduate Grant Applications*	February 5, 2024

(\* = 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.

### III. TERM

The term of this Agreement shall be from **June 1, 2023 to June 30, 2024**, subject to state appropriations.

### IV. BUDGET

1. The Grantee budget for grant activities for the 2023 Summer Program and State fiscal year 2024 is \$ **44,200**. Any funds received under this grant will not be used to supplant funds normally budgeted for programs or service of the same or similar type.
2. The Grantee may transfer funds among its administrative budget line items as required to carry out the purposes of the grant. Transfer of funds within specified budget categories do not require approval from OSHE (i.e. moving funds from one counselor position to pay for another), however, any transfer of funds from one category to another will require prior approval from OSHE and will be treated as a modification to the program's contract Attachment.
3. Any request for a budget modification must be in writing and must include a revised budget. All budget revisions and modifications must be in accordance with the EOF Regulations, Section N.J.A.C. 9A:11-6.11. The Grantee will be liable for all unapproved debts.

### V. GRANTEE'S MONITORING OF PROGRAM PERFORMANCE AND EXPENDITURES

1. Grantee shall constantly monitor the expenditures and performance of grant-supported activities to assure that time schedules are met, projected time-bound objectives are accomplished, and other performance goals are achieved pursuant to the terms of the Grant Agreement.
2. Grantee shall inform OSHE in writing of the following types of conditions which affect program objectives and performance as soon as they become known:
  - a. Problems, delays, loss of personnel, including previously identified sub-grantees, sub-consultants, or adverse conditions which will materially affect the ability to attain project objectives, prevent the meeting of time schedules and goals, or preclude the attainment of project activities by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any requests for OSHE assistance needed to resolve the situation.

- b. Favorable developments or events which enable meeting time schedules and goals sooner than anticipated or that result in the expansion of activities beyond those originally projected.
3. OSHE may, at its discretion, make site visits to:
  - a. Review program accomplishments and management control systems.
  - b. Provide technical assistance as may be required.
  - c. Perform fiscal reviews to ensure grant funds are being properly expended in a timely manner.
  - d. Conduct a program audit.

## **VI. RECORDKEEPING**

As noted within N.J.A.C. 9A:11-6.14 of the EOF Regulations, the Grantee must maintain records that adequately identify the source and application of funds, the services rendered, and the individuals served. All source documents must be retained in compliance with the retention and access requirements for records as provided under State statute. Grantee will provide source documents to OSHE within five (5) working days of request.

Source documents include any program and accounting records as deemed appropriate by OSHE. Program source documents may include but are not limited to institutional plans and reports; student financial documentation used to determine eligibility; student contact, admission, and enrollment forms; event/session/seminar sign-in sheets; course attendance records; student transcripts; program schedules; event evaluation forms; and any other documentation related to program support activities. Accounting source documents include, but are not limited to, paid bills, cancelled checks, payrolls, time and attendance records, and appropriate financial aid/bursar records.

## **VII. RECORD RETENTION**

Except as otherwise provided, all financial and programmatic records, supporting documents, statistical records, and all other records pertinent to the Grant Agreement shall be retained by the Grantee in accordance with applicable State record retention law. Prior to the end of the applicable retention period, OSHE will notify the Grantee if accounting and financial records relating to grant activities need to be maintained beyond legal requirements, and upon such notice, the Grantee will transfer the requested records to OSHE.

## **VIII. STATEMENT OF ASSURANCES**

Grantee hereby assures OSHE that:

- A. The activities and services to be performed under the Grant Agreement will be administered by or under the supervision of the Grantee.
- B. Any funds received under the Grant Agreement shall not be used to supplant funds normally budgeted for programs or services of the same type.
- C. The project shall be operated in compliance with all applicable New Jersey State Laws and EOF.
- D. Grantee will submit project reports as specified in the Grant Agreement, including information relating to the achievement of project objectives. Grantee will keep project records and afford access thereto as OSHE may find necessary to assure correctness and verification of the reports.
- E. This Section shall survive termination of this Agreement.

#### **IX. RELEASE OF GRANT FUNDS**

- A. Upon the execution of the Agreement by the parties and the receipt of an OSHE approved budget from the Grantee, payment of grant funds awarded under this Agreement shall be made by OSHE to the Grantee according to the schedule below:
  - a. FY23 Article III 2023 Summer Program Advance (100% of allocation)
  - b. FY24 Article III 2023 Summer Program\* (Balance of allocation)
  - c. FY23 Article IV 2023 Summer Program Funding (100% of allocation)
  - d. FY24 Article IV Program Support\* (75% of allocation pending institutional match)
  - e. FY24 Article III Academic Year Undergraduate Advance (75% of half of allocation. Additional payments will be made based on the appropriate program roster after the final roster processing date at the end of each term.)
  - f. FY24 Article III Academic Year Graduate Advance (100% of initial enrollment requests submitted)

\* = A second payment of the balance the funds awarded under this Agreement shall be made by OSHE to the Grantee no later than June 30, 2024, but only subsequent to the review and approval of the appropriate program roster or expenditure reports submitted to OSHE.

#### **X. NO THIRD PARTY BENEFICIARY**

Nothing in this Agreement is intended or may be deemed to create or confer any right, action, or benefit in, to, or on the part of any person not a party to this Agreement.

#### **XI. NO ASSIGNMENT**

Grantee shall not assign or transfer any interest in this Agreement.

#### **XII. AMENDMENT**

No amendment to this Memorandum shall be effective unless in writing and signed by both parties.

**ON BEHALF OF INSTITUTION**

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*Signature*

*Date*

**ON BEHALF OF THE OFFICE OF THE SECRETARY OF HIGHER EDUCATION**

Dr. Hasani Carter

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*EOF Executive Director*

*Date*



**ATTACHMENT A-1**

<b>STATE OF NEW JERSEY</b>
<b>Office of the Secretary of Higher Education</b>
<b>EDUCATIONAL OPPORTUNITY FUND</b>

**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 (OSHE), 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 no later than the final EOF campus program roster processing date. An electronic copy of this roster will also be sent via Excel format to OSHE.

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 OSHE as soon as such need becomes clear, but in no event later than the contractual deadline for such requests as set by the OSHE 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, OSHE 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 OSHE 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 from OSHE.

5. If one of the colleges of the University has made a formal written request for additional allocations and OSHE 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 OSHE.

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 OSHE 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 OSHE 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 OSHE.