

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

**I. FY 2019 CONTRACT SUMMARY:**

**CONTRACTOR:** **Seton Hall University School of 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

SOURCE OF FUNDS:	AMOUNT	ACCOUNT TITLE
Summer (FYS 18 & 19)	\$0	Article IV - Summer Program Support (only)
Summer (FYS18 & 19)	\$188,970	Article III – Program Support and Cost of Ed Initials and Renewals
Academic Year (FY19)	\$	Article III - Undergraduate Grants
Academic Year (FY19)	\$35,400	Article III - Graduate Grants
Academic Year (FY19)	<u>\$29,528</u>	<u>Article IV - A.Y. Support</u>
	<b>\$253,898</b>	<b>TOTAL EOF FUNDING</b>

**II. TIME FRAME:**

Effective Date of Agreement:	June 1, 2018
Length of Work Period:	14 months
Starting Date:	June 1, 2018
Ending Date:	July 31, 2019

**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 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 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
Attachments 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. One original signature page with the appropriate signatures will be returned to your institution.

**FY 2019**

**Accepted and Agreed:**

**Seton Hall University School of Law**

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

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

Title: **President**

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

**Countersigned:**

**Office of the Secretary of Higher Education**

**Educational Opportunity Fund**

**Agency/Division**

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

Title: **NJ EOF Executive Director**

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

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**FY 2019**

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**Institution**

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

Title: **President**

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;"><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 will be conducted on an organization-wide basis and on the Contractor's fiscal year. It is the understanding of the OSHE 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 OSHE.

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

State Auditors

Auditors appointed by the OSHE

CPA firm appointed by the 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 the OSHE and to be used to further eligible program objectives; or

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

Not applicable

IV. Method of Payment

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

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.
- B. Final expenditure reports shall 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, shall 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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## 2018-2019 GRANT AND REPORT DEADLINES<sup>1</sup>

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.

<b>REPORTS/FORMS</b>	<b>DEADLINE DATE(S)</b>
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<i>Annual Report Form (must be sent via-e-mail)</i>	Oct. 31, 2018
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*EOF Expenditure Reports:*

Final FY 2018 Art. IV Expenditure Report	Aug. 31, 2018
Summer 2018 (FY18/19)	Sept. 17, 2018
FY 2019 Article IV 1 <sup>st</sup> Interim Expend. Report (July 1, 2018 - Dec. 31, 2018)	Jan. 15, 2019
FY 2019 Final Request for Article IV Budget Modifications	Apr. 1, 2019
FY 2019 Article IV 2 <sup>nd</sup> Interim Expend. Report <sup>2</sup> (July 1, 2018 – March 31, 2019)	Apr. 15, 2019
Final FY 2019 Article IV Expenditure Report	Aug. 31, 2019

*Graduate Grant Applications:*

Fall & Spring Semester Graduate Grant Applications*	Sept. 17, 2018
Spring Only Graduate Grant Applications*	Jan. 30, 2019

(\* = 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 June. NOTE THAT final payment will be based upon these projections.