

**STATE OF NEW JERSEY  
EDUCATIONAL OPPORTUNITY FUND**

**I. FY 2013 CONTRACT SUMMARY:**

**CONTRACTOR: Organization Name: Fairleigh Dickinson Univ. - Madison**

**CONTRACTING AGENCY:** Office of the Secretary of Higher Education  
**Educational Opportunity Fund**  
 20 West State Street  
 P.O. Box 542  
 Trenton, New Jersey 08625

<b>SOURCE OF FUNDS:</b>	<b>AMOUNT</b>	<b>ACCOUNT TITLE</b>
Summer (FYS12&13)	<u>\$0</u> \$0	Article III - Summer Undergrad. Cost of Ed. <b>Total Summer Funding</b>
Academic Year (FY13)	\$324,775	Article III - Undergraduate Grants
Academic Year (FY13)	\$0	Article III - Graduate Grants
Academic Year (FY13)	<u>\$136,632</u>	Article IV - A.Y. Support
	<b>\$461,407</b>	<b>Total Academic Year Funding</b>
	<b>\$461,407</b>	<b>Total EOF Funding</b>

**II. TIME FRAME:**

Effective Date of Agreement:	June 1, 2012
Length of Work Period:	14 months
Starting Date:	June 1, 2012
Ending Date:	July 31, 2013

**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**  
**Office of the Secretary of Education**  
**EDUCATIONAL OPPORTUNITY FUND**

**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 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 the Office of the Secretary of Higher Education (OSHE) Programs - On File With the Institution

**VI. NJHE/OSHE 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 (OSHE) 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 2013**

**Accepted and Agreed:**

**FDU-Madison**  
**Institution**

By: \_\_\_\_\_  
Title: **President**  
Date: \_\_\_\_\_

**Countersigned:**

**Office of the Secretary of Higher Education**  
**Educational Opportunity Fund**  
**Agency/Division**

By: \_\_\_\_\_  
Title: **Executive Director, EOF**  
Date: \_\_\_\_\_

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Attachment D2	Program Mission and Goals
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**FY 2013**

**Accepted and Agreed:**

**Countersigned:**

**FDU-Madison**  
**Institution**

**Office of the Secretary of Higher Education**

**Educational Opportunity Fund**  
**Agency/Division**

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

Title: **President**

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

Title: **Executive Director, EOF**

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

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

# ATTACHMENT A

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

## **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 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

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

\_X\_ 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 OSHE'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 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-1

State of New Jersey  
Office of the Secretary of Higher Education  
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## 2012-2013 GRANT 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.

### REPORTS/FORMS

### DEADLINE DATE(S)

*Annual Report Form (via-e-mail)*

October 31, 2012

#### *EOF Expenditure Reports:*

Final FY 2012 Art. IV Expenditure Report Reg. & Spec. Projs. August 31, 2012

Summer 2012 (FY12/13)

September 15, 2012

FY 2013 Article IV Interim Report (July – Dec.)

January 15, 2013

FY 2013 Article IV Interim Report (July -March)<sup>2</sup>

April 15, 2013

Final FY 2013 Article IV Expenditure Report

August 31, 2013

<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.