

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

I. FY 2015 CONTRACT SUMMARY:

CONTRACTOR: Organization Name: Atlantic Cape Community College

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

SOURCE OF FUNDS:	AMOUNT	ACCOUNT TITLE
Summer (FYS14 & 15)	\$29,080	Article III – Program Support and Cost of Ed Initials and Renewals
Academic Year (FY15)	\$212,104	Article III - Undergraduate Grants
Academic Year (FY15)	\$0	Article III - Graduate Grants
Academic Year (FY15)	<u>\$183,340</u>	<u>Article IV - A.Y. Support</u>
	\$424,524	TOTAL EOF FUNDING

II. TIME FRAME:

Effective Date of Agreement:	June 1, 2014
Length of Work Period:	14 months
Starting Date:	June 1, 2014
Ending Date:	July 31, 2015

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 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. 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 Statewide Director of the Educational Opportunity Fund. One original signature page with the appropriate signatures will be returned to your institution.

FY 2015

Accepted and Agreed:

Atlantic Cape Community College
Institution

By: _____
Title: **President**

Date: _____

Countersigned:

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

By: _____
Title: **NJ Statewide Director - EOF**

Date: _____

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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)	

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FY 2015

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Office of the Secretary of Higher Education
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By: _____
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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 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 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

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

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

2014-2015 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 (via-e-mail)</i>	October 31, 2014
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EOF Expenditure Reports:

Final FY 2014 Art. IV Expenditure Report Reg. & Spec. Proj(s).	August 31, 2014
Summer 2014 (FY14/15)	September 15, 2014
FY 2015 Article IV Interim Report (July – Dec.)	January 15, 2015
FY 2015 Article IV Interim Report (July -March) ²	April 15, 2015
Final FY 2015 Article IV Expenditure Report	August 31, 2015

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 June. NOTE THAT final payment will be based upon these projections.