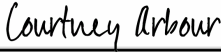



## TEXAS WORKFORCE COMMISSION (TWC)

### GRANT AWARD AGREEMENT

<b>TWC Award Number</b>	<b>2023TAN003</b>
<b>Grant Program Title</b>	<b>Camp Code</b>
<b>Award Amount</b>	<b>\$33,283.00</b>
<b>Grantee Name</b>	
<b>University of the Incarnate Word</b>	
<b>Period of Award</b>	
This Grant Award Agreement shall begin the later of <b>March 1, 2023</b> or the date upon which it has been signed by both parties, and shall terminate on <b>August 31, 2023</b> , unless amended by mutual written agreement of the parties.	
<b>Signature Authority</b>	
The person signing this Grant Award Agreement on behalf of TWC, the Grantee, and the Grantee's Fiscal Agent (if applicable) hereby warrants that he or she has been fully authorized to: <ul style="list-style-type: none"> <li>• execute this Grant Award Agreement on behalf of TWC or Grantee's organization, and</li> <li>• validly and legally bind the organization to all the terms, performances, and provisions of this Grant Award Agreement.</li> </ul>	
<b>Agency Approval</b>	<b>Texas Workforce Commission</b>  <hr/> Courtney Arbour Director, Workforce Development Division Date: <u>3/7/2023</u>
<b>Award Acceptance</b>	<b>University of the Incarnate Word</b>  <hr/> Dr. Thomas Evans President Date: <u>3/8/2023</u>

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## GRANT AWARD ORDER OF PRECEDENCE

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This Grant Award between the Texas Workforce Commission (TWC) and the Grantee consists of the following Grant Documents listed on this page. Documents on this list include all amendments. In the event of a conflict of terms, the Grant Documents as amended control in the descending order of the list. All Grant provisions, however, are subject to control by the latest amendment and most specific provision and by the applicable state and federal laws, rules, and regulations.

- Signature Page
- Grant Award Order of Precedence
- Special Terms and Conditions
- General Terms and Conditions
- Financial Requirements
- Certifications
- Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards
- Reporting Requirements and Final Report Format
- Work Plan, including Budget Workbook

The following documents are incorporated herein by reference:

- Grantee's Application
- Request for Applications 3202300066, Camp Code

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## CONTACT INFORMATION FORM

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This form provides information about organization contacts. Changes to any contact information during the term of any resulting grant award must be provided to the TWC Grant Manager.

**LEGAL ENTITY NAME:** Click or tap here to enter text.

### Authorized Grantee Signee

Name: Dr. Thomas Evans	Mailing Address: 4301
Title: President	Street: Broadway, CPO #303
Phone: 210-829-3000	City: San Antonio
Fax: Click or tap here to enter text.	County: Bexar
Email: tevens@uiwtx.edu	State, Zip: Texas, 78209-6318

### Authorized RFA Point of Contact

Name: Amanda Roberts	Mailing Address: 4301
Title: Professor of Chemistry	Street: Broadway, CPO #311
Phone: 210-829-3153	City: San Antonio
Fax:	County: Bexar
Email: alrobert@uiwtx.edu	State, Zip: Texas, 78209-6318

### Financial Contact

Name: Michael Castilleja	Mailing Address: 4301
Title: Grants Accounting Manager	Street: Broadway, CPO #315
Phone: 210-805-3571	City: San Antonio
Fax: 210-832-2160	County: Bexar
Email: micasti2@uiwtx.edu	State, Zip: Texas, 78209-6318

### Grant Manager

Name: Amanda Roberts	Mailing Address: 4301
Title: Professor of Chemistry	Street: Broadway, CPO #311
Phone: 210-829-3153	City: San Antonio
Fax: Click or tap here to enter text.	County: Bexar

Email: [alrobert@uiwtx.edu](mailto:alrobert@uiwtx.edu)

State, Zip: Texas, 78209-6318

### Emergency Contact

Name: Stephanie Weiss-Lopez

Mailing Address: 4301

Title: GEMS Project Manager

Street: Broadway, CPO #311

Phone: 210-829-3980

City: San Antonio

Fax: [Click or tap here to enter text.](#)

County: Bexar

Email: [weisslop@uiwtx.edu](mailto:weisslop@uiwtx.edu)

State, Zip: Texas, 78209-6318

### Fiscal Agent

Name: Darrell Haydon

Mailing Address: 4301

Title: CFO & VP, Administrative Svcs

Street: Broadway, CPO #315

Phone: 210-829-6004

City: San Antonio

Fax: [Click or tap here to enter text.](#)

County: Bexar

Email: [haydon@uiwtx.edu](mailto:haydon@uiwtx.edu)

State, Zip: Texas, 78209-6318

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## WORKFORCE DEVELOPMENT AREA(S)

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Please check all boxes that apply to indicate the Workforce Development Area(s) (WDA) that will be served throughout the grant term.

- |  |  |
|--|--|
| <input type="checkbox"/> Statewide (statewide coverage and there is no need to check specific WDA) | <input type="checkbox"/> Lower Rio Grande Valley WDA |
| <input checked="" type="checkbox"/> Alamo WDA  | <input type="checkbox"/> Middle Rio Grande WDA       |
| <input type="checkbox"/> Borderplex WDA  | <input type="checkbox"/> North Central WDA           |
| <input type="checkbox"/> Brazos Valley WDA   | <input type="checkbox"/> North East WDA              |
| <input type="checkbox"/> Cameron County WDA  | <input type="checkbox"/> North Texas WDA             |
| <input type="checkbox"/> Capital Area WDA  | <input type="checkbox"/> Panhandle WDA               |
| <input type="checkbox"/> Central Texas WDA   | <input type="checkbox"/> Permian Basin WDA           |
| <input type="checkbox"/> Coastal Bend WDA  | <input type="checkbox"/> Rural Capital WDA           |
| <input type="checkbox"/> Concho Valley WDA   | <input type="checkbox"/> South East Texas WDA        |
| <input type="checkbox"/> Dallas County WDA   | <input type="checkbox"/> South Plains WDA            |
| <input type="checkbox"/> Deep East Texas WDA   | <input type="checkbox"/> South Texas WDA             |
| <input type="checkbox"/> East Texas WDA  | <input type="checkbox"/> Tarrant County WDA          |
| <input type="checkbox"/> Golden Crescent WDA   | <input type="checkbox"/> Texoma WDA                  |
| <input type="checkbox"/> Gulf Coast WDA  | <input type="checkbox"/> West Central WDA            |
| <input type="checkbox"/> Heart of Texas WDA  |  |

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## **SPECIAL TERMS AND CONDITIONS**

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### **TEMPORARY ASSISTANCE FOR NEEDY FAMILIES**

Pursuant to OMB Uniform Guidance (2 C.F.R. Part 200) provisions at 2 C.F.R. §§ 200.101(b)(2) and 200.332(a)(2), these Special Federal Terms and Conditions for Temporary Assistance for Needy Families (TANF) grants pass through Terms and Conditions specific to the Federal award, which are not set forth elsewhere in this Texas Workforce Commission (TWC) grant award. These grant funds awarded by TWC must be used in compliance with the following Federal Terms and Conditions in addition to the other provisions of this TWC grant award.

#### **1. Availability of Federal Award Terms**

In some cases, Federal grant funds become available to the TWC for award before TWC obtains the associated Federal Award Terms for the monies. When award execution does not allow for delay, TWC may base the Special Federal Award Terms and Conditions for a grant award on the most recent prior Federal Award Terms and Conditions available, and later amend the TWC grant award when updated Federal terms are available. This action is most often used when Federal Award Terms and Conditions are not expected to differ significantly from the most recent prior terms available at the time TWC makes the award.

#### **2. American-Made Equipment and Products**

This TWC grant award must be used in compliance with Section 507 of Public Law 103-333, the "Departments of Labor, Health and Human Services, and Education, and Related Agencies Appropriations Act of 1995," which reads:

Purchase of American-Made Equipment and Products – It is the sense of Congress that, to the greatest extent practicable, all equipment and products purchased with the funds made available in this Act should be American-Made.

### **3. Federal Funding Disclosure Statement**

This TWC grant award must be used in compliance with Section 505 of Public Law 115-31, the “Consolidated Appropriations Act of 2017,” which reads:

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all recipients receiving Federal funds, including but not limited to State and local governments and recipients of Federal research grants, shall clearly state:

- (1)** the percentage of the total costs of the program or project which will be financed with Federal money;
- (2)** the dollar amount of Federal funds for the project or program; and
- (3)** percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

### **4. Pro-Children Act of 1994 Smoking Prohibitions**

In accordance with Title XII, Part C of Public Law 103-227, the “Pro-Children Act of 1994,” (20 U.S.C. § 7183), smoking may not be permitted within any

indoor facility (or portion of such facility) owned or regularly used for the provision of health, day care, education or library services to children under the age of 18, if the services are funded by Federal programs whether directly or through State or local governments. Federal programs include grants, cooperative agreements, loans and loan guarantees, and contracts. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions or facilities and used inpatient drug or alcohol treatment.

The above language must be included in any subawards that contain provisions for children's services and that all sub-grantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day, administrative compliance, or both.

## **5. Human Trafficking Provisions**

This TWC grant award is subject to the requirements in Section 106(g) of the [Trafficking Victims Protection Act of 2000 \(TVPA\), as amended \(22 U.S.C. § 7104\)](#). The full text of this requirement is found on the HHS Web site at: <https://www.acf.hhs.gov/grants/award-term-and-condition-for-trafficking-in-persons>.

## **6. Religious Activity Prohibitions**

Pursuant to 45 C.F.R. Part 87, this TWC grant award, subawards, or contracts under the TANF program shall not be used to support inherently religious activities such as religious instruction, worship, or proselytization. Therefore, organizations must take steps to separate, in time or location,



their inherently religious activities from the services funded under these programs.

This provision shall not be interpreted to prohibit making subawards to or contracting for goods or services with any religious institution or entity.

## **7. Construction Prohibitions**

Unless superseded by program-specific regulations, this TWC grant award may not be used for construction or the purchase of land.

## **8. Telecommunications**

Title 2 C.F.R. §200.216, Prohibition on certain telecommunications and video surveillance services or equipment.

- a.** Recipients and subrecipients are prohibited from obligating or expending loan or grant funds (to include direct and indirect expenditures as well as cost share and program) to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Pub.L. 115- 232, Section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- i.** For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- ii.** Telecommunications or video surveillance services provided by such entities or using such equipment.
- iii.** Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

## **9. Changes in Micro-purchase and Simplified Acquisition Thresholds**

The National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2018 increased the micro-purchase threshold to \$10,000 and the Simplified Acquisition Threshold (SAT) to \$250,000. In accordance with 41 U.S.C. §1902(f), changes to the thresholds are not effective until implemented in the Federal Acquisition Regulations (FAR). However, pursuant to 2 CFR

§200.102, OMB has issued an exception that allows the increased thresholds to be used pending codification in the FAR, effective June 20, 2018. In addition, the National Defense Authorization Act for Fiscal Year 2017, establishes a uniform process by which institutions of higher education, or related or affiliated nonprofit entities, nonprofit research organizations or independent research institutes can request a micro-purchase threshold above \$10,000. Prior to requesting a higher threshold, please contact the Grants Management Specialist identified on your notice of award or award letter for instructions to submit the request.

## **10. Non-Discrimination Legal Requirements for Recipients of Federal Financial Assistance**

The project must be administered in compliance with federal civil rights laws that prohibit discrimination on the basis of race, color, national origin, disability, age and, in some circumstances, religion, conscience, and sex (including gender identity, sexual orientation, and pregnancy). This includes taking reasonable steps to provide meaningful access to persons with limited English proficiency and providing programs that are accessible to and usable by persons with disabilities. The HHS Office for Civil Rights provides guidance on complying with civil rights laws enforced by HHS. See <https://www.hhs.gov/civil-rights/for-providers/provider-obligations/index.html> and <https://www.hhs.gov/civil-rights/for-individuals/nondiscrimination/index.html>.

- a.** For guidance on meeting your legal obligation to take reasonable steps to ensure meaningful access to your programs or activities by limited English proficient individuals, see <https://www.hhs.gov/civil-rights/for-individuals/special->

[topics/limited-english-proficiency/fact-sheet-guidance/index.html](https://www.hhs.gov/healthcare/limited-english-proficiency/fact-sheet-guidance/index.html)  
and <https://lep.gov>.

- b.** For information on your specific legal obligations for serving qualified individuals with disabilities, including providing program access, reasonable modifications, and taking appropriate steps to provide effective communication, see <https://www.hhs.gov/ocr/civilrights/understanding/disability/index.html>.
- c.** HHS funded health and education programs must be administered in an environment free of sexual harassment, see <https://www.hhs.gov/civil-rights/for-individuals/sex-discrimination/index.html>.
- d.** For guidance on administering your project in compliance with applicable federal religious nondiscrimination laws and applicable federal conscience protection and associated anti-discrimination laws, see <https://www.hhs.gov/conscience/conscience-protections/index.html> and <https://www.hhs.gov/conscience/religious-freedom/index.html>.

## **11. Salary Limitation–Federal Executive Level II**

Federal funds for these grant programs consistently include a provision as part of the Consolidated Appropriations Act (e.g., Public Law 115-31, May 5, 2017) from Congress that the amount that “shall be used to pay the salary of an individual, through a grant or other extramural mechanism” including non-federal share, must not exceed the amount of the Federal Executive

Level II salary for that calendar year. This amount is published annually by the U.S. Office of Personnel Management and can be found on their website at <https://www.opn.gov/policy-data-oversight/pay-leve/salaries-wages/2017/executive-senior-level> under the "Rates of Pay for the Executive Schedule" link. This amount reflects an individual's base salary exclusive of fringe benefits and any income that an individual may be permitted to earn outside of the duties of the non-Federal entities' organization. This salary limitation also applies to subawards, contracts, and subcontracts under an ACF grant or cooperative agreement.

## **12. Drug-Free Workplace**

The Drug-Free Workplace Act of 1988, 41 U.S.C. §§ 702 et seq., and 2 C.F.R. Part 182 require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. Refer to the Drug-Free Workplace Certification applicable to this grant award for notification and other requirements. Failure to comply with these requirements may be cause for suspension or debarment.

## **13. Whistleblower Protection**

This grant and employees working on this grant are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712. The subrecipient shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation (48 C.F.R. 3.908; note that for the purpose of this term and condition, use of the term "contract," "contractor," "subcontract," or "subcontractor" in section 3.908 should be read as "grant," "grantee," "subgrant," or "subgrantee"). The subrecipient shall insert the substance of

this clause in all subgrants and contracts over the Simplified Acquisition Threshold.

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## **GENERAL TERMS AND CONDITIONS**

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### **1. Legal Authority.**

The Texas Workforce Commission (TWC) is responsible for administering an integrated workforce development system, including job training, employment, employment related educational programs, and the unemployment compensation insurance program, under the authority of Texas Labor Code § 302.021. TWC has the authority to enter into contracts and administer programs pursuant to Texas Labor Code § 302.002(b).

### **2. Purpose.**

This grant award sets forth the responsibilities and obligations of TWC, the other party(ies) to this grant (hereinafter identified as the Grantee), and its Fiscal Agent (if different from the Grantee), with respect to the implementation and administration of the program defined within the Request for Applications (RFA) and the Grant Application.

### **3. Grant Performance.**

3.1 The Grantee agrees to perform under this grant award in accordance with the commitments established within the RFA and the Grant Application. Services under this award shall be provided in compliance with:

- all applicable federal and state laws, regulations, and rules;
- all TWC policies and procedures or guidance materials incorporated herein by specific reference; and
- all terms and conditions of this grant award.

3.2 The Grantee has, or shall obtain within forty-five (45) days, personnel capabilities necessary to implement project requirements and to ensure compliance with this grant award.

3.3 The Grantee shall notify TWC in writing, within ten (10) days, of any change in key personnel assigned to the implementation and administration

of this grant award. Key personnel are defined for the purposes of this grant award, as those personnel whose oversight and guidance is essential to the work being performed hereunder and whose knowledge, qualifications, and experiences are critical to the achievement of the objectives of this grant award.

3.4 In consideration of the Grantee's full and satisfactory performance of the specified services, TWC shall be liable to the Grantee in accordance with the terms and limitations established within this grant award.

3.5 Except with respect to defaults of contractors or subrecipients, no liability or loss of rights hereunder shall result to either party from delay or failure in performance (including any failure by the grantee to progress in the performance of the work) if such failure arises out of causes beyond the reasonable control and without the default or negligence of the party affected. Such causes may include but are not limited to acts of God, acts of a public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, serious labor disputes, shortage of or inability to obtain material or equipment, and unusually severe weather. In every case, however, the failure to perform must be beyond the control and without the fault or negligence of the party affected.

#### **4. Administrative Requirements.**

4.1 This grant award shall be construed, interpreted, and applied in accordance with the laws of Texas, excluding its choice of law rules.

4.2 If any of the provisions of this grant award shall contravene or be invalid under the laws of the United States or the State of Texas, such contravention or invalidity shall not invalidate the entire grant award. It shall be construed as if not containing the particular provision or provisions held to be invalid, and the rights and obligations of the parties shall be construed



and enforced accordingly. The Grantee and TWC shall endeavor to agree on a mutually acceptable alternative provision.

In the event of a conflict between such laws and regulations and the terms and conditions of this grant award, precedence shall be given to the laws and regulations.

4.3 This grant award between the Grantee and TWC shall conform to the administrative requirements found in:

- The Office of Management and Budget (OMB) Uniform Guidance (UG), 2 Code of Federal Regulations (C.F.R.) Part 200, as supplemented by the Texas Grant Management Standards (TxGMS) (as applicable);
- TWC Rules in 40 Texas Administrative Code (TAC) Part 20;
- TWC's Financial Manual for Grants and Contracts (FMGC); and
- any directives specified by TWC issuance except as otherwise specifically authorized by TWC in writing.

4.4 All costs must conform to cost principles found in:

- any specific term or condition within the RFA, Grant Application, grant award and attachments;
- OMB UG, 2 C.F.R. Part 200, or 48 C.F.R. Part 31 (as applicable), as supplemented by TxGMS (as applicable);
- TWC's FMGC; and
- any TWC directives, as applicable.

4.5 In addition to the other requirements herein, commercial organizations will be subject to the administrative provisions of 48 C.F.R. § 31.103 and the cost principles and procedures in 48 C.F.R. Part 31, Subpart 31.2. The process for determining reimbursable costs in contracts with commercial organizations shall incorporate the cost principles and procedures in 48 C.F.R. Part 31, Subpart 31.2.

## **5. Surety Requirements (Includes Public Education Institutions).**

5.1 The Grantee understands and agrees that it shall be liable to repay to TWC any funds not expended in accordance with this grant or determined to be expended in violation of the terms of this grant and under OMB UG, 2 C.F.R. Part 200, including loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

5.2 All repayment made by the Grantee to TWC pursuant to Section 5.1 of these General Terms and Conditions (GTCs) shall be from non-federal funds.

5.3 The Grantee's failure to make repayment to TWC within thirty (30) days after demand may result in legal actions to recover such funds and any additional costs incurred by TWC, including allowable interest.

## **6. Bonding Requirements.**

Entities backed by a taxing authority are exempt from the following bonding requirements. Examples of entities that are backed by a taxing authority include, but are not limited to public colleges, public universities, independent school districts, and consolidated school districts.

6.1 The funds provided by this grant award shall be included in coverage provided by a fidelity bond that indemnifies TWC against loss arising from a fraudulent or dishonest act of the Grantee's officers and employees holding positions of fiduciary trust.

6.2 The Grantee shall obtain a bond sufficient to cover the largest cumulative amount of all cash requests submitted by a grantee on any given day or the cumulative amount of funds on hand at any given point. This determination shall be made by aggregating the cumulative amounts drawn from TWC by the Grantee during any consecutive three-day period.

Under no circumstances shall TWC disburse to the Grantee an amount of cash that exceeds the bond amount.

6.3 The bond shall be executed by a corporate surety or sureties holding Certificates of authority, authorized to do business in the State of Texas, and acceptable to TWC.

If a surety upon a bond loses its authority to do business in the State of Texas, or the bond is cancelled, reduced, or otherwise amended, the Grantee shall immediately notify TWC and provide a replacement bond adequate to cover the terms and conditions of this section. Until such time that, an adequate replacement bond is secured by the insurer and provided to TWC, no further disbursements shall be made to the Grantee.

6.4 The Grantee shall be the insured entity and TWC shall be the assigned Certificate holder. A copy of the bond shall be forwarded to:

Texas Workforce Commission  
Financial Operations - Contracts Payable  
101 East 15th Street  
Austin, Texas 78778 – 0001

6.5 The failure of the Grantee to provide evidence of the required bond within fifteen (15) calendar days of the beginning date of this grant award may result in termination of the grant award.

6.6 The Grantee will include the substance of the provisions of this section in any subcontracts for goods or services under this grant award.

## **7. Rights in Data, Products, or Inventions.**

7.1 TWC may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of TWC any data, product, or invention developed under this grant award or purchased with funds from this grant award.

7.2 Excluding copyrighted, licensed, and public domain software, the Grantee grants to TWC and its designated representatives, unlimited rights to any data, databases, or data processing programs first developed,

produced, or delivered under this grant award. Such data includes recorded information regardless of form or media.

7.3 Upon termination of this grant award, whether for cause or convenience, all finished or unfinished documents, records, reports, photographs, etc. prepared by the Grantee shall, at the option of TWC, become the property of TWC.

In the event of such termination, the Grantee may be requested to transfer title and deliver to TWC any property or products the Grantee has acquired or produced in performance of the grant award.

7.4 All data and rights necessary to fulfill the Grantee's obligations to TWC under this grant award must be secured and obtained from its contractors and subrecipients.

If a contractor or subrecipient refuses to accept terms affording TWC such rights, the Grantee shall promptly bring such refusal to the attention of TWC.

7.5 TWC and its officers, agents and employees are indemnified against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a Secrecy Order under 35 U. S. Code (U.S.C.) § 181) arising out of the manufacture or delivery of supplies, the performance of services, or the construction, alteration, modification, or repair of real property under this grant award, or out of the use or disposal by or for the account of TWC of such supplies or construction work.

7.6 TWC retains non-exclusive, nontransferable, irrevocable, paid-up license to practice, or have practiced the subject invention throughout the world with respect to any invention resulting from activities funded by this grant award in which the Grantee retains title.

## **8. Prevention of Fraud.**

8.1 The Grantee shall establish and implement procedures for preventing, reporting, investigating, and taking appropriate legal and/or administrative action concerning any fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law, or TWC rules, policies, and procedures occurring under this grant award.

8.2 Any member of the Grantee's staff or Grantee's contractor's or subrecipient's staff having knowledge of suspected fraud, program abuse, possible illegal expenditures, unlawful activity, violations of law or TWC rules, policies and procedures occurring under this grant award, shall report such information to TWC's Office of Investigations no later than five (5) business days from the date of discovery of such act.

8.3 An Incident Report regarding such an act must be submitted to:

Texas Workforce Commission  
Office of Investigations  
101 East 15th Street, Room 230  
Austin, Texas 78778-0001

8.4 The Grantee shall establish and implement reasonable internal program management procedures sufficient to ensure that its employees, participants, contractors and subrecipients are aware of TWC's Fraud and Program Abuse Hotline (1-800-252-3642) and that Hotline posters are displayed to ensure maximum exposure to all persons associated with or having an interest in the programs or services provided under this grant award.

8.5 Except as provided by law or court order, the parties to this grant award shall ensure the confidentiality of all reports of violations, as listed above. Neither the Grantee nor TWC shall retaliate against any person filing a report.

8.6 Upon review of submitted reports, TWC's Office of Investigations may elevate the report to the appropriate federal authority, accept the case for investigation and/or action at the state level, or return the case to the Grantee, or Grantee's contractor or subrecipient, for action including, but not limited to, the following:

- further investigation;
- referral for prosecution under the Texas Penal Code, or other state or federal laws; and/or
- other corrective action, as may be appropriate.

8.7 When referred back to the Grantee, the Grantee shall ensure that a final investigation closing report is submitted to TWC's Office of Investigations after all feasible avenues of investigation and legal and/or corrective action have been taken.

## **9. Preventing Conflict of Interest.**

9.1 The Grantee shall take every reasonable course of action to maintain integrity in the expenditure of these public funds and to avoid favoritism and questionable or improper conduct.

9.2 The Grantee shall administer this award in an impartial manner, free from efforts to gain personal, financial, or political benefit, tangible or intangible. The Grantee and its executive staff and employees, while administering this grant award, shall avoid situations which could give the appearance that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

9.3 The Grantee assures that no person shall participate in any decision relating to any subcontract which affects his/her personal pecuniary interest including, but not limited to:

- employees, contractors or subrecipients of the Grantee; or

- persons who exercise any function or responsibility in the review or approval of the undertaking or carrying out of this grant award.

9.4 The Grantee shall maintain on file, and make available for inspection by TWC, a statement submitted by each Grantee employee, contractor, subrecipient or governing body member disclosing any interest, fact or circumstance, which does or may present a potential conflict of interest. Such conflict of interest disclosure statements shall be updated, as circumstances require, but at least annually.

The above paragraph shall serve as a minimum standard and shall not be construed as to limit the Grantee's authority for more restrictive governance to prevent real and/or apparent conflicts of interest.

## **10. Grant Provisions.**

10.1 The Grantee shall comply with the following:

- Rehabilitation Act of 1973 § 504, 29 U.S.C. § 794, as amended;
- Titles VI and VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d et seq., and 2000e-16, as amended;
- Title IX of the Education Amendments of 1972, 20 U.S.C. §§ 1681-1688, as amended;
- The Age Discrimination Act of 1975, 42 U.S.C. § 6101 et seq., as amended;
- The Americans with Disabilities Act, 42 U.S.C. § 12101 et seq., as amended;
- Women in Apprenticeship and Non-traditional Occupations Act, 29 U.S.C. § 2501, et seq.;
- Applicable provisions of the Clean Air Act, 42 U.S.C. § 7401 et seq., and the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.;
- The rights and responsibilities for charitable and faith-based providers set forth in the Personal Responsibility and Work

Opportunity Reconciliation Act of 1996 (PRWORA) § 104, 42 U.S.C. § 604a, as applicable; and

- The Job Training or Employment Assistance Programs, Services, and Preferences Available to Veterans, as set forth in the Texas Labor Code §§ 302.151-302.153.

10.2 TWC and the Grantee may not deny services under this grant award to any person and are prohibited from discriminating against any employee, applicant for employment, or beneficiary because of race, color, religion, sex, national origin, age, physical or mental disability, temporary medical condition, political affiliation or belief, or citizenship.

10.3 The Grantee shall ensure that the evaluation and treatment of employees and applicants for employment are free from discrimination.

10.4 The Grantee shall make a reasonable effort to meet the state goal on subcontracts and supplier contracts to historically underutilized businesses certified by the State of Texas, as defined in Texas Government Code § 2161.001, including any certified woman or minority owned businesses or enterprises.

10.5 The Grantee shall adopt and implement applicable provisions of the model HIV/AIDS workplace guidelines of the Texas Department of State Health Services as required by the Texas Health and Safety Code § 85.001 et seq. (Applicable to state agencies only).

## **11. Contractors and Subrecipients.**

The Grantee assures that the performance rendered by all contractors and subrecipients shall comply with all the terms and provisions of this grant award as if the performance were rendered by the Grantee and shall require such contractors and subrecipients to comply with all requirements, as covered in this grant award.



## **12. Records: Retention, Confidentiality, and Access.**

12.1 The Grantee shall retain financial and supporting documents, statistical records, and any other records pertinent to the services provided under this grant for which a claim or report was submitted to TWC. These supporting records and documents must be kept for a minimum of **three (3)** years after final payment and all other pending matters are closed out.

12.2 The Grantee shall establish and maintain a method to secure the confidentiality of records and other information relating to clients in accordance with applicable federal and state laws, rules, and regulations. This provision shall not be construed, as limiting TWC's right of access to client case records or other information relating to clients served under this contract.

12.3 The Grantee shall grant access and the right to examine, copy, or mechanically reproduce, all reports, books, papers, documents, automated data systems, and other records pertaining to this contract from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., local time, excluding state or federal holidays. In the event of suspected fraud, malfeasance, or program abuse, Agency investigators may retain the original records and leave the mechanically reproduced copies in place of the original records. Such rights of access and examination are granted to the duly authorized representatives of:

- the United States Department of Agriculture;
- the United States Department of Education;
- the United States Department of Health and Human Services;
- the United States Department of Labor;
- the Comptroller General of the United States;
- the General Accounting Office;
- the State Auditor's Office (SAO); the Office of the Attorney General of Texas;

- the TWC;
- other state and federal auditing agencies; and
- any duly authorized representatives of the above-named agencies as deemed appropriate by the Agency.

12.4 Such rights to access under paragraph 12.3 of this section shall continue as long as the Grantee retains the records.

12.5 TWC, and any of its authorized representatives, shall have timely and reasonable access to all Grantee records and personnel related to this grant award for the purpose of inspection, monitoring, auditing, evaluation, interview, and discussion.

### **13. Monitoring, Audits, and Evaluations.**

13.1 As applicable, the Grantee shall supply to TWC an audit that is in compliance with the Single Audit Act of 1984, as amended July 1996, 31 U.S.C., Chapter 75, and OMB UG, 2 C.F.R. Part 200, Subpart F, TxGMS, TWC's FMGC, and any other applicable federal, state, or program-specific audit requirements, applicable at the time costs were incurred. Other applicable federal, state, or program-specific audit requirements, may include, but are not limited to the U.S. Department of Health and Human Services regulations at 45 C.F.R. Part 75, and U.S. Department of Labor regulations at 2 C.F.R. Part 2900, as applicable.

Example: Under the OMB UG, 2 C.F.R. Part 200, Subpart F, an entity defined as a "non-Federal entity" for purposes of that Subpart, that "expends \$750,000 or more during the non-Federal entity's fiscal year in [all] Federal awards must have a single or program-specific audit conducted for that year in accordance with the provisions of" 2 C.F.R. Part 200.

13.2 TWC reserves the right to conduct, or cause to be conducted, an independent audit of all funds received by the Grantee under this grant

award. Such an audit may be performed by the local government audit staff, a certified public accounting firm, or other auditors as designated by TWC and must be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.

13.3 The Grantee understands that acceptance of funds under this grant award acts as acceptance of the authority of the SAO, or any successor agency, to audit or investigate the expenditure of funds under this grant award or any subcontract. The Grantee further agrees to cooperate fully with the SAO or its successor, including providing all records requested. The Grantee will ensure that this clause concerning the authority to audit funds received indirectly by contractors and subrecipients through the Grantee and the requirement to cooperate is included in any subcontract it awards.

13.4 The Grantee shall develop and maintain a contractor or subrecipient monitoring system, acceptable to TWC, covering any contract or subrecipient it awards from this grant award.

Complete records of all monitoring performed by the Grantee shall be maintained and made available to TWC during such subcontract performance periods and for as long thereafter as an unresolved deficiency may require.

13.5 TWC reserves the right to conduct or cause a designee to conduct monitoring and evaluation studies of the performance of the Grantee or any contractor or subrecipient for services rendered under this grant award.

TWC retains the right to perform such monitoring and evaluation studies that it determines necessary and will report preliminary results to the Grantee and any contractor or subrecipient before the monitoring and evaluation is concluded and the final results are made a matter of record.

13.6 If a charitable or faith-based organization who is a contractor or subrecipient to the Grantee establishes a separate account for the

government funds provided through this grant award, then only the services and activities supported by those funds will be subject to audit by TWC or its duly authorized representatives.

13.7 The Grantee shall cooperate with any monitoring, review, audit or examination conducted pursuant to this section.

#### **14. Dispute Resolution.**

14.1 To the extent applicable under state and federal law, a Grantee's claim for breach that the parties cannot resolve in the ordinary course of business shall be submitted to the dispute resolution process provided for in 40 TAC, Chapter 800, Subchapter K, as further described in this section.

- To initiate the process, the Grantee shall submit written notice to TWC's contract manager. Said notice shall specifically include the information required by 40 TAC § 800.453, as well as other supporting documentation or other tangible evidence to facilitate TWC's evaluation of the Grantee's claim.
- Neither the execution of this grant award by TWC nor any other conduct of any representative of TWC relating to this grant award or the dispute resolution process described herein shall be considered a waiver of sovereign immunity to suit.

14.2 Neither the occurrence of an event nor the pendency of a claim constitutes grounds for the suspension of performance by the Grantee, in whole or in part.

#### **15. Sanctions and Penalties.**

15.1 The Grantee acknowledges and accepts that special conditions may be imposed by TWC, and certain enforcement remedies exercised (set forth within OMB UG, 2 C.F.R. Part 200) if the Grantee has been designated as a "high risk" grantee. Special conditions or restrictions could include:

- payment on a reimbursement basis;

- withholding authority to proceed to the next project phase until receipt of evidence of acceptable performance;
- additional and more detailed financial reporting;
- additional project monitoring;
- requiring the Grantee to obtain technical or management assistance;
- establishing additional prior approvals; or
- other conditions or restrictions appropriate to the circumstances.

15.2 The Grantee acknowledges and accepts that failure of the Grantee to comply with any provision of this grant award, whether stated in a federal or state statute or regulation, Commission rule, an assurance, a certification, an application or TWC policy or procedure referenced in a grant award may subject the Grantee to sanctions and enforcement or remedial measures appropriate to the circumstances, including temporary withholding of cash payments, disallowance of costs, whole or partial suspension of the award, withholding of further awards, or other remedies that may be legally available.

## **16. Appeals.**

Any sanctions or penalties imposed under this grant may be appealed pursuant to Texas Government Code, Chapter 2260.

## **17. Changes and Amendments.**

17.1 This grant award, and all documents or subsequent agreements referenced herein, is the entire agreement between the parties. All oral or written agreements between the parties hereto relating to the subject matter of this grant award that were made prior to the execution of this grant award have been reduced to writing and are contained or referenced herein.

17.2 Any alterations, additions, or deletions to the terms of this grant award required by changes in federal or state law or by regulations are automatically incorporated into this grant award without written amendment hereto and shall become effective on the date designated by such law or regulation.

17.3 To ensure effective performance under this grant award, all parties agree that TWC may amend performance requirements during this grant period, to interpret or clarify a change in federal or state law, rules or regulations, by issuing formal directives to establish or clarify such performance requirements.

- After a period of no less than thirty (30) days subsequent to written notice (unless more rapid implementation is required by law) such formal directives shall have the effect of qualifying the terms of this grant award and shall be binding upon the Grantee and TWC as if written herein.
- Such TWC directives shall not alter the terms of this grant award to relieve TWC of any obligation specified in this grant award to reimburse the Grantee for costs properly incurred prior to the effective date of such formal directives.

17.4 Except as specifically provided by Sections 17.1, 17.2 and 17.3 of these GTCs, any additions, alterations, deletions, or extensions, to the terms of this grant award shall be by amendment hereto in writing and executed by all parties to this grant award except for budget line item changes, which shall be processed pursuant to Financial Requirements, Section I, Expenditure Limitations attached to this grant award. Any other attempted changes, including oral modifications, written notices that have not been signed by all parties, or other modifications of any type, shall be invalid.

17.5 TWC reserves the sole option to renew or extend this grant award after the initial period. Such renewal will be based upon a compliance review and TWC's continuing need for the services. TWC may consider a written request for renewal or extension submitted by the Grantee. Such written request must be received by TWC no later than thirty (30) calendar days prior to the expiration of this grant award.

**18. Termination.**

18.1 This grant award may be terminated without cause, in whole or in part, by TWC whenever it determines that such termination is in the best interest of TWC or the State.

18.2 Either party may terminate this grant award for breach, pending completion of any reports or audits required by TWC. Such termination shall be effective upon receipt of written notification of termination, provided no less than sixty (60) days in advance.

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## **FINANCIAL REQUIREMENTS**

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### **1. Expenditure Limitations.**

- 1.1. TWC is liable to the Grantee in an amount equal to, but not in excess of, the lesser of the amount of the grant or the actual allowable costs incurred by the Grantee in rendering the performance specified in the RFA, and Grantee's Application and any attachments subject to the following provisions:
  - 1.1.1. The limitations established within the program budget documents.
  - 1.1.2. TWC shall not be liable for expenditures unless and until TWC receives a verified statement of obligations and accrued expenditures that is prepared in accordance with the requirements set forth by TWC, in WD Letters, and other TWC issuances.
  - 1.1.3. TWC shall not be liable for expenditures made in violation of the legal authorities cited in this grant, or any other law or regulation applicable to a specific service performed under this grant.
  - 1.1.4. TWC shall not be liable to the Grantee for costs incurred or performances rendered by the Grantee or its contractors or subrecipients before commencement of this grant or after termination of this grant, other than allowable administrative costs, unless approved in writing by an authorized representative of TWC.
  - 1.1.5. TWC shall not be liable for any costs incurred by the Grantee in the performance of this grant which have not



been billed to TWC within sixty (60) calendar days following termination or expiration of this grant.

- 1.2. The Grantee agrees that all funds provided through this grant, including any funds expended under subcontracts, shall be expended for authorized activities, and that no expenditures will have as their objective the funding of religious worship, instruction, or proselytization.

This provision shall not be interpreted to prohibit the Grantee from contracting or making subawards for goods or services with any religious institution or entity.

- 1.3. Notwithstanding any other provisions of this grant, the parties hereto understand and agree that TWC's obligations for costs incurred or performances rendered by the Grantee under this grant are contingent upon receipt of adequate funds from federal and state sources to meet TWC's liabilities hereunder. This grant is subject to revision upon actual receipt of funds from federal or state sources. The grant is subject to termination or cancellation, without penalty to TWC, either in whole or in part, subject to the availability of federal or state funds.

- 1.4. The Grantee understands and agrees that it shall repay to TWC any funds determined to be expended in violation of the terms and conditions of this grant subject to the following:

- 1.4.1. The Grantee shall be liable for such funds and shall repay such funds even if a Grantee's contractor or subrecipient made the improper expenditure.

- 1.4.2. All repayments made by the Grantee must be from non-federal funds.
    - 1.4.3. Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.
  - 1.5. Responsibility for disallowed costs and other liabilities under this grant are as follows:
    - 1.5.1. First Priority: The Grantee shall recover funds from the subcontractor or subrecipient incurring the liability and utilize such funds to retire the liability to TWC.
    - 1.5.2. Second Priority: The Grantee shall recover funds from an insurance carrier or bond issuer and utilize such funds to retire the liability to TWC.
    - 1.5.3. Third Priority: The Grantee shall use available stand-in costs to resolve the disallowed costs or other liability to TWC.
- 1.6. Any change in the amount of a budget line item requires the prior written approval and the subsequent change to the line item amount in the Cash Draw and Expenditure Reporting (CDER) system by the designated TWC Grant Manager.
- 1.7. Indirect costs, if any, charged to this grant must result from proper application of an indirect cost rate approved by the Grantee's federal cognizant agency for indirect costs or other authorized entity, as appropriate, a de minimis rate as described in 2 C.F.R. § 200.414, or a rate negotiated with TWC.

- 1.8. Administrative costs charged to this grant shall not exceed ten percent (10%) of the total final expenditures incurred under this grant.

## **2. Obligation and Deobligation of Funds.**

Notwithstanding the provisions of Section 17 of the GTCs, the following provisions apply to the obligation and deobligation of funds under this grant:

- 2.1. TWC shall not be liable to the Grantee for any excess or erroneous funding obligations and retains the right to unilaterally deobligate such funds.
- 2.2. TWC may obligate additional funds under this grant or deobligate funds previously obligated under this grant at the sole discretion of TWC.
- 2.3. TWC may deobligate funds if performance and/or expenditures are not meeting a detailed program plan and implementation schedule; and/or expenditure projections at the following intervals:
  - 2.3.1. twenty-five percent (25%) of the grant period;
  - 2.3.2. fifty percent (50%) of the grant period; and,
  - 2.3.3. seventy-five percent (75%) of the grant period.
- 2.4. TWC shall provide written notification to the Grantee in the form of either a letter of notification or a grant amendment in the case of an additional obligation or deobligation of funds at least ten (10) business days in advance of the revision taking effect.

### **3. Financial Reporting**

- 3.1. The Grantee shall electronically submit an accurate monthly financial report, including accrued expenditures and obligations, no later than 11:59 p.m. Central Time on the 20th calendar day of each month through TWC's on-line CDER system. To the extent applicable, the Grantee will comply with the instructions specified in 40 TAC §§ 800.52 and 800.72; TWC's FMGC; WD Letter 04-15, Change 2, including subsequent issuances; and additional TWC issuances. If the Grantee does not meet established reporting deadlines, late notifications will be issued and access to funds may be disabled as specified in those issuances.
  
- 3.2. The Grantee shall electronically submit a financial closeout package through the closeout module of the CDER system no later than 11:59 p.m. Central Time on the 60th calendar day from the grant end date. If TWC exercises its option to renew a grant, TWC may require that a separate financial closeout package be submitted through the CDER system no later than 11:59 p.m. Central Time on the 60th calendar day from the end of the grant period immediately preceding any such renewal, or another date specified by TWC. The Grantee shall submit the financial closeout package according to the instructions specified in 40 TAC §§ 800.52 and 800.72; TWC's FMGC; WD Letters 44-05 and 04-15, Change 2 including subsequent issuances; and additional TWC issuances.

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## **CERTIFICATIONS**

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The Applicant is required to comply with certain state and federal provisions. The Applicant must read and affirm without exception these certifications by completing the form, signing where provided and returning these certifications with the Application. The Applicant represents and warrants that all certifications, representations, warranties, and other provisions in these Certifications apply to Applicant.

### **Eligible Applicant.**

The Applicant certifies that the submitted Grant Application is for an Eligible Applicant as defined in Request for Applications (RFA) 32023-00066.

### **1. General Terms and Conditions (GTCs) and Special Terms and Conditions (STCs).**

The Applicant has read and agrees to comply with both the GTCs and the STCs of the RFA unless Applicant has filed an exception to the GTCs. Any proposed exceptions to the GTC's must be included in a Microsoft Word document submitted with the Application and, if accepted by TWC, will be included in any final grant award. Applicant agrees that all exceptions to the GTCs requested by Applicant are rejected unless expressly accepted in writing, in a fully executed agreement, by TWC.

TWC reserves the right to consider exceptions, reservations, or limitations to the GTC's of this RFA, in evaluating and awarding funds under this RFA. TWC will not consider an Applicant's request to modify further the GTC's outside of what has been submitted with the Application. TWC will not consider modifications to the STCs.

It is understood that this Application constitutes an offer and, if accepted by TWC or renegotiated to acceptance, will form a binding agreement for 180 days from the date the Application is due. Any alterations, additions, or deletions to the terms of this award required by changes in federal or state law or by regulations are automatically incorporated into this award without written amendment hereto and shall become effective on the date designated by such law or regulation.

**2. Financial Requirements and Reporting Requirements.**

The Applicant has read and agrees to comply with the Financial Requirements and Reporting Requirements contained in this Application. No exceptions or modification of the Financial Requirements or Reporting Requirements will be considered.

**3. Lobbying.**

This Certification is required by the Federal Regulations, implementing the Program Fraud and Civil Remedies Act, 31 U.S.C. § 1352, for the U.S. Department of Agriculture (2 C.F.R. Part 418), U.S. Department of Labor (29 C.F.R. Part 93), U.S. Department of Education (34 C.F.R. Part 82), and the U.S. Department of Health and Human Services (45 C.F.R. Part 93).

The undersigned, on behalf of the Applicant, certifies that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the

extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal grant contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- C. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten thousand dollars (\$10,000.00) and not more than one hundred thousand dollars (\$100,000.00) for each such failure.

#### **4. Debarment, Suspension, and Other Responsibility Matters.**

This certification is required by the Federal Regulations, implementing Executive Order 12549, Government-wide Debarment and Suspension, for the U.S. Department of Agriculture (2 C.F.R. Part 417), U.S. Department of Labor (2 C.F.R. Part 2998), U.S. Department of Education (2 C.F.R. Part

3485), and the U.S. Department of Health and Human Services (2 C.F.R. Part 376).

The undersigned certifies that neither it nor its principals:

- A. are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any state or federal department or agency;
- B. have, within a three-year period preceding this grant award, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant award under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- C. are presently indicted for or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses identified in this certification; and
- D. have had, within a three-year period preceding this grant award, one (1) or more public transactions terminated for cause or default.

## **5. Drug-Free Workplace.**

This certification is required by the Federal Regulations, implementing the Drug-Free Workplace Act §§ 5151-5160 (41 U.S.C. § 701 et seq., as amended), for the U.S. Department of Agriculture (2 C.F.R. Part 421), U.S. Department of Labor (29 C.F.R. Part 94), U.S. Department of Education (34 C.F.R. Part 86), and the U.S. Department of Health and Human Services (2 C.F.R. Part 382). The undersigned certifies that it shall provide a drug-free workplace by:



- A. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequences of any such action by an employee;
- B. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace; the organization's policy of maintaining a drug-free workplace; the availability of counseling, rehabilitation, and employee assistance programs; and the penalties that may be imposed on employees for drug abuse violations in the workplace;
- C. Providing each employee with a copy of the policy statement;
- D. Notifying the employees in the policy statement that as a condition of employment under this grant award, employees shall abide by the terms of the policy statement and notifying the employer in writing within five (5) days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
- E. Notifying TWC within ten (10) days of receipt of a notice of a drug conviction of an employee; and
- F. Taking appropriate personnel action against an employee convicted of violating a criminal drug statute or requiring such employee to participate in a drug abuse assistance or rehabilitation program.

**6. Levies, Liens, and Unresolved Audit Exceptions.**

The undersigned certifies that the Applicant has no outstanding debts that will result in liens or levies being placed on payments received from TWC and that it owes no funds to TWC, including unresolved audit exceptions. An unresolved audit exception is an exception for which the business entity has exhausted all administrative and judicial remedies and also refuses to comply with resulting written demands for payment from TWC.

## **7. State Assessment Certification.**

The Applicant certifies that all of the following statements are true and correct and that the Applicant understands making a false statement is a material breach of contract and is grounds for cancellation of this grant award:

- A. It is current in Unemployment Insurance taxes, Payday and Child Labor Law monetary obligations, and proprietary school fees and assessments payable to the State of Texas;
- B. It has no outstanding Unemployment Insurance overpayment balance payable to the State of Texas;
- C. Applicant is in good standing under the laws of Texas and has provided TWC with any requested or required supporting documentation in connection with this certification; and
- D. Applicant shall remain in good standing with the Texas Secretary of State and Texas Comptroller of Public Accounts during the term of the Grant Award and eligible to conduct its business in Texas and shall comply with all applicable requirements of the Texas Secretary of State and the Texas Comptroller of Public Accounts.

## **8. Prohibition on Certain Bids and Contracts.**

Pursuant to Texas Government Code § 2155.006, a state agency may not accept a bid or award a contract that includes proposed financial participation by a person who, during the five-year period preceding the date of the award, has been either convicted of violating federal law or assessed a penalty in a federal, civil, or administrative enforcement action, in connection with a contract awarded by the federal government for relief efforts as a result of Hurricane Rita, Hurricane Katrina, or any other disaster occurring after September 24, 2005, or in connection with a contract

awarded by the federal government for relief, recovery, or reconstruction efforts.

Under Texas Government Code § 2155.006, the Applicant certifies that the individual or business entity named in this Application is not ineligible to receive the specified award and acknowledges that the resulting grant award may be terminated and payment withheld if this certification is inaccurate.

**9. Unfair Business Practices.**

The undersigned certifies that the Applicant has not been found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year. The undersigned further affirms that no officer of the Applicant has served as an officer of any company found guilty of unfair business practices in a judicial or state agency administrative proceeding during the preceding year.

**10. Texas Family Code.**

The undersigned certifies that the Applicant is not ineligible, pursuant to Texas Family Code § 231.006, to receive the award funds and acknowledges that any grant award resulting from this RFA may be terminated and payment may be withheld if this certification is inaccurate. If a board member, corporate officer, individual, or controlling officer of the awardees' Fiscal Agent (as applicable) is more than thirty (30) days in arrears in the payment of an obligation to pay child support, the awardee acknowledges that payments under the grant award resulting from this RFA may be suspended and/or the grant canceled.

## **11. Restrictions on the Use of Certain Public Subsidies.**

Pursuant to Texas Government Code § 2264.051, a business that applies to receive a public subsidy from a state agency shall certify that the business, or a branch, division, or department of the business does not and will not knowingly employ an undocumented worker as defined in Texas Government Code § 2264.001(4).

The Applicant certifies that it does not knowingly employ an undocumented worker, as defined by Texas Government Code § 2264.051. The Applicant further certifies that it shall establish and implement reasonable internal program management procedures sufficient to ensure its compliance with Texas Government Code § 2264.051. The Applicant certifies that it will enter into a written agreement with its Subrecipient's Subcontractors, working on or having an interest in the programs provided by this grant award regarding the unlawful employment of undocumented workers and advising the Subrecipient's Subcontractors of the penalties that the Subcontractors will incur if convicted of the unlawful employment of undocumented workers.

Texas Government Code § 2264.052 mandates that a business convicted of a violation under 8 U.S.C. § 1324a(f) (unlawful employment of undocumented workers), shall repay the amount of the public subsidy with interest not later than the 120th day after the entity is notified of the violation. In accordance with Texas Government Code § 2264.053, TWC has determined that if an entity is convicted of such a violation, the interest rate to be applied to the public subsidy is fifteen percent (15%).

## **12. Certification Concerning Dealings with Public Servants.**

Applicant represents and warrants that it has not given, nor intends to give at any time hereafter, any economic opportunity, future employment, gift,

loan, gratuity, special discount, trip, favor or service to a public servant in connection with the submitted Application.

**13. Conflicts of Interest.**

Applicant represents and warrants that Applicant has no actual or potential conflicts of interest in providing services to the State of Texas under this RFA and Applicant's provision of services under this RFA would not reasonably create an appearance of impropriety. Applicant must disclose any existing or potential conflict of interest it may have in contracting with TWC.

**14. Franchise Tax Certification.**

Applicant certifies that it is exempt or not delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171 of the Texas Tax Code.

**15. Compliance with Antitrust Laws.**

Pursuant to Texas Government Code § 2155.005, Applicant certifies that neither Applicant nor any firm, corporation, partnership, or institution represented by Applicant, or anyone acting for such a firm, corporation or institution has (1) violated the antitrust laws of the State of Texas under Texas Business & Commerce Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Application to any competitor or any other person engaged in such line of business during the procurement process.

**16. Compliance with Contracting with State Agency Executive Head.**

Applicant certifies that it is in compliance with Texas Government Code § 669.003, relating to contracting with executive head of a state agency. Enter the name of any current or former executive head of a Texas state agency that is currently employed by Applicant below:

Name of Former Executive:

Name of State Agency:

Date of Separation from State Agency:

Position with Applicant:

Date of Employment with Applicant:

All such disclosures will be subject to administrative review and approval prior to TWC entering into any contract with Applicant. Applicant acknowledges that the grant award may be terminated at any time, and payments withheld, if this information is false.

**17. Certification Concerning Financial Participation.**

Under Texas Government Code § 2155.004(a), Applicant certifies that neither it nor any person or entity which will participate financially in the award has received compensation for participation in the preparation of specifications for this RFA. Further, under Texas Government Code § 2155.004(b), Applicant certifies that the individual or business entity named in this Application is not ineligible to receive the specified award and acknowledges that the resulting grant award may be terminated and payment withheld if this certification is inaccurate.

**18. Certification Concerning Restricted Employment for Former State Officers or Employees Under Texas Government Code § 572.069.**

Applicant certifies that it has not employed and will not employ a former TWC or state officer who participated in a procurement or contract negotiation for TWC involving Applicant within two years after the state officer or employee left state agency employment or service.

This certification only applies to former state officers or employees whose state service or employment ceased on or after September 1, 2015.

**19. Receipt of Appropriated Funds.**

Applicant represents and warrants that TWC's payments to Applicant and Applicant's receipt of appropriated or other funds under the Agreement are not prohibited by Sections 556.0055, regarding Restrictions on Lobbying Expenditures, or 556.008, regarding Compensation Prohibition, of the Texas Government Code.

**20. Federal Funding Accountability and Transparency Act (FFATA).**

If applicable, in accordance with the reporting requirements established by the Federal Funding Accountability and Transparency Act (FFATA) of 2006, Pub. L. 109-282, as amended by Pub. L. 110-252, title VI, § 6202(a), June 3, 2008, according to the instructions specified in WD Letter 29-12 and subsequent issuances, Applicant certifies that it will comply with WD Letter 29-12 and subsequent issuances during the term of the grant, requiring full disclosure of all entities and organizations receiving federal funds.

Applicant certifies that it will have a federally issued Unique Entity Identifier at the time of the Grant Award, and that, if required, it will have a registered

SAM.gov account within thirty (30) days of and throughout the Grant Award.

## **21. Buy Texas**

Applicant agrees to comply with Section 2155.4441 of the Texas Government Code, requiring the purchase of products and materials produced in the State of Texas in performing service contracts.

## **22. COVID-19 Vaccine Passports**

Pursuant to Texas Health and Safety Code, Section 161.0085(c), Applicant certifies that it does not require its customers to provide any documentation certifying the customer's COVID-19 vaccination or post-transmission recovery on entry to, to gain access to, or to receive service from the Applicant's business. Applicant acknowledges that such a vaccine or recovery requirement would make Applicant ineligible for a state-funded contract.

## **23. Foreign-Owned Companies in Connection with Critical Infrastructure**

If Texas Government Code, Section 2274.0102(a)(1) (relating to prohibition on contracts granting direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by the governmental entity for product warranty and support purposes, with certain foreign-owned companies) is applicable to a contract resulting from this Solicitation, pursuant to Texas Government Code Section 2274.0102, Applicant certifies that neither it nor its parent company, nor any affiliate of Applicant or its parent company, is: (1) majority owned or controlled by citizens or governmental entities of China, Iran, North Korea, Russia, or any other country designated by the Governor under Texas Government Code Section 2274.0103, or (2) headquartered in any of those countries.



## **24. Cybersecurity Training**

Applicant represents and warrants that it will comply with the requirements of Section 2054.5192 of the Texas Government Code relating to cybersecurity training and required verification of completion of the training program.

## **25. Disaster Recovery Plan**

An Applicant in possession of vital state records, as defined in Texas Government Code Section 441.180(13), agrees that upon request of TWC, Applicant shall provide copies of its most recent business continuity and disaster recovery plans.

## **26. Excluded Parties**

Applicant certifies that it is not listed in the prohibited vendors list authorized by Executive Order 13224, *"Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism,"* published by the United States Department of the Treasury, Office of Foreign Assets Control.

## **27. Public Camping Ban**

Applicant certifies that it has not received a final judicial determination finding it intentionally adopted or enforced a policy that prohibited or discouraged the enforcement of a public camping ban in an action brought by the Attorney General under Texas Local Government Code §364.003. If Applicant is currently being sued under the provisions of Texas Local Government Code §364.003, or is sued under this section at any point during the duration of this grant, Applicant must immediately disclose the lawsuit and its current posture to the Agency.

## **28. Grants for Political Polling Prohibited**

Pursuant to the General Appropriations Act, Article IX, Section 4.03, none of the funds appropriated by the General Appropriations Act may be granted to or expended by any entity which performs political polling. This prohibition does not apply to a poll conducted by an academic institution as part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party. By submitting a response to this RFA, Applicant certifies that it is not ineligible for a Grant Award pursuant to this prohibition.

## **29. Complete and Accurate Information**

Applicant represents and warrants that all statements and information provided to TWC are current, complete, and accurate. This includes all statements and information in this Solicitation Response.

## **30. Acceptance of the Grant-Specific Requirements.**

The Applicant certifies its acceptance of the RFA, including attachments, if any, in its entirety and the requirements identified therein as well as this Application and attachments, if any.

### **Applicant's Signature**

These certifications are a material representation of fact upon which reliance will be placed when this grant award is made or entered into. Submission of this signed certification is a prerequisite for an Application to be evaluated and scored.

By signing, the Applicant certifies that:

1. All of the information in this Application, including all certifications herein, is complete and accurate;
2. Applicant is in compliance with the **General and Special Terms and Conditions** and the **Financial Requirements** and acknowledges that continued compliance is a condition for the award of a grant;
3. Applicant represents and warrants that all certifications, representations, warranties, and other provisions in these Certifications apply to Applicant and all of Applicant's principals, officers, directors, shareholders, partners, owners, agents, employees, subcontractors, independent contractors, and any other representatives who may provide services under, who have a financial interest in, or otherwise are interested in this Solicitation or any contract resulting from this Solicitation;
4. The authorized representative hereby warrants that he or she has been fully authorized by the Applicant to complete the Certifications on behalf of the Applicant, and validly and legally bind the organization to all the terms and conditions, performances, and provisions of the RFA; and
5. If a grant is awarded, all program activity will be conducted in accordance with applicable Federal and State laws and regulations, TWC Certifications, RFA 32023-00066 and the Application.

**1. LEGAL APPLICANT NAME. University of the Incarnate Word**

**2. ADDRESS (include street address, and mailing address, if different)** Enter the Applicant's physical and mailing address, city, county, state, and zip code: **4301 Broadway, San Antonio, Texas 78209-6318**

**3. PAYEE NAME AND MAILING ADDRESS (if different from above).**

Entity involved in a contractual relationship with Applicant to receive payment for services rendered by Applicant and to maintain accounting records for the contract; i.e., Fiscal Agent. Enter PAYEE's name and mailing address if PAYEE is different from the Applicant. PAYEE is the entity or vendor receiving payments. Enter PAYEE physical and mailing address, city, county, state, and zip code: **NA**

**4. Unique Entity ID (UEI). (12-digit), if available.** The UEI is a federally-issued 12-character (alpha-numeric) code issued through SAM.gov. Enter UEI : **CV52PP94GAD5**

**5. FEDERAL TAX ID NO. (9-digit), State of Texas Comptroller Vendor ID No. (14-digit).** Federal Tax Identification Number (9-digit) or Vendor Identification Number assigned by the Texas State Comptroller (14-digit). Enter Federal Tax Id No.: **17411096617**

**6. RECURRING TRANSACTION INDEX (RTI) No.** (applies to state agencies and institutions of higher education): 6-digit identifier established in the statewide accounting system by a state agency or institution of higher education receiving funds from another state agency or institution of higher education when funding sources for both agencies are held in the State Treasury; the RTI number directs the statewide accounting system how to post the receiving transaction. **Enter RTI No.:**  
**NA**

**7. FILING NO. (Charter number assigned by Secretary of State).** Provide the 10-digit filing number assigned by the Secretary of State: **NA**

**8. AUTHORIZED REPRESENTATIVE.** Enter the name, title, phone, fax, and email address of the person authorized to represent the Applicant:

Name: Darrell Haydon

Title: CFO & VP, Administrative Svcs

Phone: 210-829-6004

Fax:

Email: haydon@uiwtx.edu

**9. SIGNATURE OF AUTHORIZED REPRESENTATIVE.** The person authorized to represent the Applicant must sign in this space:

*Darrell Haydon*  
Darrell Haydon (Oct 26, 2022 17:49 CDT)

**10. DATE.** Enter the date the authorized representative signed this form:  
Oct 26, 2022

TEMPORARY ASSISTANCE FOR NEEDY FAMILIES/CHOICES

UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS

200.332 Requirements for Pass -Through Entities

**Subrecipient Name:** TEXAS WORKFORCE COMMISSION

**Grantee DUNS:** 033278685

**Contact Information:** N/A

**Awarding Official:** Edward Serna, Executive Director

**Address:** 101 East 15th Street

Austin, Texas 78778-0001

**Phone Number:** (512) 463-2222

**Awarding FAIN:** 2301TXTANF

**Federal Award Date:** 10/1/2022

**Total Award Amount:** \$124,702,672.69

**Description:** Temporary Assistance for Needy Families (TANF)

**Agency:** Department of Health and Human Services - Administration for Children and Families

**Assistance Listings Description (formerly 93.558 -** To provide grants to States, Territories, the District of Columbia, and Federally-recognized Indian Tribes operating their own Tribal TANF programs to assist

**CFDA Description):** needy families with children so that children can be cared for in their own homes; to reduce dependency by promoting job preparation, work, and marriage; to reduce and prevent out-of-wedlock pregnancies; and to encourage the formation and maintenance of two-parent families.

SUMMARY OF TEXAS WORKFORCE COMMISSION FINANCIAL AWARD TO GRANTEE

**Budget Period\* Start Date:** 10/1/2022

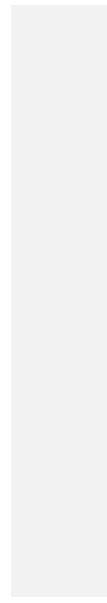
**End Date:** 10/31/2023

**Period of Performance\* Start Date:** 10/1/2022

**End Date:** 10/31/2023

\*"Budget Period" and "Period of Performance" have the meanings defined in 2 C.F.R. § 200.1.

Assistance Listings Description (CFDA):		93.558	XX.XXX
Camp Code			
Board Area: 20	University of the Incarnate Word	\$33,283.00	\$33,283.00



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## REPORTING REQUIREMENTS

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A Grantee will be required to use TWC supplied reporting templates to electronically submit the following reports to the designated TWC grant manager:

1. **90-Day Status Report:** The 90-Day Status Report provides an update of progress made towards program requirements at the midpoint of the grant period of performance. This report is due 100 days from the grant effective date. The 90-Day Status report will include:
  - a) Progress made towards outreach, recruitment, and enrollment;
  - b) Description of how of outreach to foster youth, students with disabilities, students from low-income families, and students from populations underserved in STEM was prioritized;
  - c) Effectiveness of procedures used to determine, document, and maintain eligibility documentation; and
  - d) Effectiveness of the application process to enroll eligible students and gather required demographic information.
2. **Ad-hoc Reports:** Ad hoc reports, as requested, to meet the potential need for timely information during the grant term.
3. **Monthly Expenditure Reports:** Electronically submit an accurate monthly financial report, including accrued expenditures and obligations, no later than 11:59 p.m. Central Time on the 20th day of each month through TWC's on-line Cash Draw and Expenditure Reporting (CDER) system. The monthly financial report in this requirement is a fillable online report that designated grantee

personnel will complete by logging into TWC's CDER system and keying monthly obligation, expenditure, program income, and, where applicable, match or leverage amounts for the Grant Award.

4. **Financial Closeout Report:** Electronically submit a financial closeout package through TWC's CDER system no later than 11:59 p.m. Central Time on the 60th day from the grant end date for the initial Grant Period specified in the Solicitation. If TWC renews a grant, TWC reserves its right to require a financial closeout package at the end of the initial Grant Period and at the end of each renewal, or another date specified by TWC.
5. **Final Report:** A Final Report must be submitted to the designated TWC Grant Manager no later than thirty (30) days after the grant end date. The Final Report shall include, but is not limited to:
  - 1) a description of the effectiveness and success of the program as administered by the Grantee;
  - 2) a recap of completed camp activities and how these activities 1.) align with coding careers in Texas, and 2.) positively influence high school and college attendance, areas of study, extra curricular activities, and future career paths;
  - 3) at least one (1) success story describing a camp activity and its direct benefit to camp attendees;
  - 4) a table of key stakeholders including 1.) stakeholder name, 2.) organization, 3.) contribution, and 4.) contact information;
  - 5) a description of 1.) best practices, 2.) areas needing improvement, 3.) actions taken to remove obstacles, and 4.) lessons learned that can be implemented in future Camp Code initiatives;



- 6) an analysis of pre- and post-survey results, specific to 1.) previous participation on other TWC youth initiatives, 2.) student outlook toward workforce skills, 3.) technical skills, 4.) coding education continuation, 5.) coding careers, and 6.) overall program benefit;
- 7) a description of other activities referenced in the Applicant’s application; and
- 8) completion of the following tables:

Camp Name	Camp Dates	Target Student Enrollments	Actual Student Enrollments	Total Number Successful Completions	coding Career Most Closely Aligned to Camp Activities
Total	N/A				N/A

DEMOGRAPHICS (Across all Camps)	Total
Number of Female Students	
Number of Male Students	
Number of Foster Youth Students	
Number of Student with Disabilities	
Number of Low-Income Students	

Ethnicity	Female Total	Male Total
Hispanic or Latino		
Not Hispanic or Latino		

Race (Number of Students by Race and Gender)	Female Total	Male Total
American Indian or Alaska Native		
White/Caucasian		
Black or African American		
Asian		
Native American or Pacific Islander		
Two or more Races		
Total		

SCHOOL TYPE	Female Total	Male Total
Public		
Private		
Charter		
Home		
Military		
Total		

Previous Participation in TWC Youth Initiatives	Number of 2023 Camp Code Participants Who Previously Participated
Texas Science and Engineering Fair	
Youth Robotics	
Governor’s Science and Technology Champion’s Academy	
Governor’s Summer Merit Program	
Camp Code	
A Local or Regional Science Fair	

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## WORK PLAN

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Request for Applications (RFA) 32023-00066

Camp Code

### **University of the Incarnate Word miniGEMS STEAM and Robotics Camps 2023**

#### **1. EXECUTIVE SUMMARY.**

**University of the Incarnate Word miniGEMS STEAM and Robotic Camps 2023.** This application describes a free, one-week summer STEAM (Science, Technology, Engineering, Arts, and Mathematics) and Robotic/computer programming camp for middle school students in sixth to eighth grade called miniGEMS that will be held at the University of the Incarnate Word (UIW) in San Antonio, Texas in Summer 2023. **A total of \$33,283.30 is being requested.** Two miniGEMS camp sessions, one week each in length, will be hosted at UIW's main campus for a combined total of two weeks between July 17 and July 28, 2022. These two camps will be day-only camps for 50 campers for a grand total of 80 instructional hours at an average cost per eligible student of \$665.67.

The robotics coding/programming curriculum will include an introduction to both Python and MATLAB Scripting or coding/programming. The LEGO Education SPIKE Prime robots will be used to reinforce the application of coding/programming concepts through hands-on engineering projects. Various interactive coding exercises and robotic challenges courses will be held throughout the one-week session to reinforce coding/programming concepts. Participants will be recruited from local school districts with a special emphasis on Title I schools and low-income communities in Bexar County. miniGEMS has contacted Workforce Solutions Alamo and will work with the Texas Workforce Solutions Vocational Rehabilitation (VR) Program

to recruit eligible students with disabilities. Priority will be given to students referred by a VR Counselor and students in foster care.

Five camp counselors, who are undergraduate and graduate students from UIW and other local universities, will assist with the STEAM and Robotic camp, and one UIW STEM Education Doctoral Candidate will assist with the miniGEMS Camp assessment and evaluation. Elementary and middle school teachers will be hired to participate in the camp and will assist the miniGEMS Director to tailor the miniGEMS curriculum to the specific needs of their students and recruit participants from their respective schools. The miniGEMS program will be managed by Dr. Michael Frye, GEMS Co-Principle Investigator and Professor of Engineering, Dr. Amanda Roberts, GEMS Co-Principle Investigator and Assistant Professor of Chemistry, and Stephanie Weiss-Lopez, GEMS Director and Program Manager. Dr. Frye is also the PI and Director of the Autonomous Vehicle Systems (AVS) Research and Education Laboratories that is housed in the School of Mathematics, Science, and Engineering (MSE) at UIW. Additionally, he is the Co-Principle Investigator (PI) of the miniGEMS Program, the community outreach program for the AVS Labs. These programming camps will leverage the experience that Dr. Frye has gained during the previous eight summers at UIW in planning and implementing a successful STEAM and Robotics summer camp targeted to middle school students. miniGEMS 2017, 2018, and 2019 were supported by TWC Camp Code grants. miniGEMS 2020, 2021, and 2022 were not held due to the COVID-19 pandemic.

## **2. DEMONSTRATED EXPERIENCE**

The Co-PI has managed a free middle school STEAM and Programming Camp for girls since 2015 called miniGEMS. TWC Camp Code Grants 2017TAN004, 2018TAN003, and 2019TAN2004 funded the camps in 2017, 2018, and

2019, respectively. A TWC Governor Summer Merit Program Grant 2019SMP003 funded a STEAM high school camp in 2019 called megaGEMS. miniGEMS 2020, miniGEMS 2021, and miniGEMS 2022 were not held during the summers of 2020, 2021, and 2022 due to the COVID-19 pandemic.

GEMS Virtual Research Camp (VRC) was piloted in the Summer of 2020 during the COVID-19 pandemic as a virtual four-week research camp. For Summer 2021, megaGEMS hosted the inaugural eight-week in-person Apprenticeship Research Camp from June 7 – August 6, 2021, for eight rising juniors and seniors. This Apprenticeship Research Camp was held at the Autonomous Vehicle Systems Research Laboratories and provided the students with an experiential research camp mentored by both faculty and graduate students in the science of autonomy. For the Summer of 2022, megaGEMS hosted the inaugural four-week in-person research camp for high school freshmen and sophomores and the eight-week in-person Apprenticeship Research Camp for high school juniors and seniors from June 6 – August 5, 2022. The megaGEMS camps were funded through multiple grants provided by the Army Education Outreach Program (AEOP).

miniGEMS 2015 and 2016 camps were supported by the Texas Higher Education Coordinating Board Engineering Summer Program Grant. Significant funding from private foundations and corporations in San Antonio such as the San Antonio Area Foundation and Rackspace has also contributed to the success and growth of the camp.

#### Number of Eligible Students Enrolled

Summer 2015: 26 middle school girls (one camp for 5 days)

Summer 2016: 26 middle school girls (one camp for 5 days)

Summer 2017: 112 middle school girls (four camps each for 10 days)



Summer 2018: 108 middle school girls (four camps each for 10 days)

Summer 2019: 133 middle school girls (four camps each for 10 days)

#### Number of Eligible Students with Disabilities Enrolled

Six students with documented disabilities attended. Note: The director will work with Workforce Solutions Alamo and the Texas Workforce Solutions VR Program to recruit eligible students with disabilities. The director will provide miniGEMS information and work with the VR counselors for the selected miniGEMS schools.

#### Number of Students in Foster Care Enrolled

Two documented students in foster care have attended. Note: The director will work with the Student Support Services Department of the various Districts to identify students in foster care or who are homeless.

#### Number of Minority Students Enrolled

Summer 2015: 22

Summer 2016: 24

Summer 2017: 102

Summer 2018: 104

Summer 2019: 130

#### Number of Students from Low-Income Families Enrolled

The miniGEMS students were recruited from San Antonio ISD (SAISD), Southside ISD(SISD), and Judson ISD (JISD).

All the recruited students attended Title 1 schools.

Summer 2015: 26

Summer 2016: 26

Summer 2017: 112

Summer 2018: 108

Summer 2019: 133

### Performance Targets and Outcomes Achieved

The learning objectives for miniGEMS are:

1. Students will understand the STEM fields and possible career pathways.
2. Students will be introduced to basic computer programming using LEGO Education SPIKE Prime software, Python, and MATLAB Scripting Languages.
3. Students, through the applied controls of robots, will learn about why math and science are important.
4. Students and Parents will learn about the high school STEM endorsement and about the necessary courses to take in High School to be ready for STEM degrees in college.
5. Students and Parents will learn how to apply to college and about various types of financial aid.

Based on the initial findings provided by San Antonio Independent School District (SAISD) for the academic years 2017 through 2019, students who participated in miniGEMS had a higher attendance rate, and GPA and selected the STEAM Endorsement for High School at a higher rate than those who did not participate in the miniGEMS program.

### **Challenges and How the Challenges were Addressed**

The current miniGEMS program incorporates solutions to various challenges that arose working with low-income students. The program added Spanish-English bilingual camp staff to communicate clearly with Spanish-dominant parents. Applications, letters, and documents were also written in both English and Spanish. UIW Shuttles were added to transport students and

teachers from their home campus to miniGEMS at UIW daily. The miniGEMS Kitchen was added in the Summer of 2017 through 2019 to address food scarcity and poor nutrition. In addition, free healthy breakfast, lunch, snacks, and take-home meals were provided for all campers each day of camp.

### **Experience Administering Pre- and Post- Surveys**

A pre-survey was administered when students applied for camp each year. Daily and final program surveys assessed the effectiveness of miniGEMS. The summative survey quantified the program's effectiveness. The miniGEMS student's understanding of engineering greatly increased, along with their understanding of what courses to take in high school to prepare for a college engineering or computer science program.

The Assessment, Evaluation, and Reporting group were formed in the Summer of 2019 to administer, assess, and evaluate surveys, track program outcomes and compile assessment reports for miniGEMS. The director plans to expand this group with additional assistance from UIW Education Ph.D. students specializing in STEM education. Due to the size of miniGEMS in the Summer of 2019, a dedicated team was formed to manage daily attendance and attendance reporting. miniGEMS 2023 will continue to have an Assessment, Evaluation, and Reporting group.

### **Best Practices**

Middle school science and STEM teachers are involved throughout the camp. The teachers worked with the director from the initial planning. They recruited students, followed up with the parents, and helped with student management.

The use of miniGEMS student alumni as mentors helped to facilitate daily exercises and activities. The post-survey results indicated that the mentors helped with the camp learning process.

<b>Year of Camp</b>	<b>[Applicant to enter Year]</b>	<b>[Applicant to enter Year]</b>	<b>[Applicant to enter Year]</b>
TWC Contract Number, if received TWC Funding	2017TAN004	2018TAN003	2019TAN004
Total Number of Camps	Four camps (10 days each)	Four camps (10 days each)	Four camps (10 days each)
Total Students who Participated	112	108	133
Total Students with disabilities who participated	1	5	0
Total Number of Students in Foster Care Enrolled	0	0	2
Total Number of Students from Low-Income Families Enrolled	112	108	133
Total Number of Female Students Enrolled	112	108	133
Total Number of Students Enrolled who Identify as Racial Minorities or Ethnic Minorities	102	104	130

**End of table 1**

### **3. OUTREACH AND RECRUITMENT**

miniGEMS Recruitment Strategy

The Director works closely with select Title I schools and VR counselors for miniGEMS recruitment. For Summer Summer 2023, Tafolla Middle School and Barkley-Ruiz Elementary from San Antonio ISD, Eloff STEAM Academy

Elementary School from Judson ISD, and Ed White Middle School from Northeast ISD will be the primary schools for recruitment. STEM Elementary and Middle school teachers who have already been involved with miniGEMS will help with recruitment. These same teachers will represent these schools at the miniGEMS camp sessions. By March 2023, applications will be sent out to the schools and Parent STEM Nights will be held in those schools to help with recruiting. Priority is given to low-income and underrepresented students in STEM, students with disabilities, and students in foster care or who are homeless. *The director will work with the Student Support Services Department of the various school districts to identify students in foster care or who are homeless. The director will work the Workforce Solutions Alamo and the Texas Workforce Solutions VR Programs to recruit students with disabilities. The director will work with the Student Support Services Departments of the various school districts to identify students in foster care or who are homeless.*

A unique aspect of the miniGEMS is the involvement of middle school STEM teachers within the camp. During the past five summers, over 22 middle school teachers from San Antonio ISD (SAISD), Southwest ISD (SWISD), Southside ISD (SISD), and Judson ISD (JISD) have participated. The miniGEMS teachers assisted in the recruitment of students from their respective elementary and middle schools and participated during the camp by both learning and assisting to implement the STEAM (Science, Technology, Engineering, Arts, and Mathematics) curriculum. An outcome of working with the teachers is the development of a network of STEM teachers who champion the program, strong linkages with the district executive leadership, and knowledge of middle school teacher experiences in the classroom. The focus for Summer 2023 will be to work with Northeast ISD to increase the number of African-american women participating in miniGEMS.

## miniGEMS Outreach Strategy

The purpose of miniGEMS is to increase the number of underrepresented students in STEM, especially from low-income communities. miniGEMS recruits primarily from Title 1 schools that have a predominant minority student population. Additionally, miniGEMS has already coordinated with the Student Support Services Departments of the various school districts to identify students in foster care, who are homeless or have disabilities.

As part of the ongoing miniGEMS Outreach Strategy to recruit more students from underserved and low-income communities and students with disabilities, the miniGEMS Program sponsors miniGEMS STEAM and Robotic After-School Clubs at two flagship schools in SAISD: Tafolla Middle School and Barkley-Ruiz Elementary School. These miniGEMS Clubs are hosted weekly after-school during the Fall and Spring semesters at the schools. The purpose of these clubs is to continue to work with previous miniGEMS campers and help recruit new students for the upcoming summer camps. Additionally, Barkley-Ruiz is a feeder school for Tafolla Middle School, which allows the miniGEMS program to have a consistent pipeline of experienced miniGEMS campers attending both the Clubs and Summer Camps. miniGEMS Clubs compete in the annual FIRST LEGO League Competitions. The miniGEMS Program provides, financial support for registration, food, supplies, transportation, technical support, and t-shirts for the clubs to compete in the FIRST LEGO League. Additionally, the Barkley-Ruiz miniGEMS Robotics team 2021-22 received outstanding scores and advanced the team to a regional competition in April of 2022. The average financial support provided by miniGEMS for each club is \$3,000.

## Plan to Ensure Retention in Camps

The miniGEMS Camps are committed to providing an engaging and exciting Summer STEAM and Robotic program for the campers. The program's goal is 100% attendance throughout the 5-day camps. Whenever a student is absent from a day of camp, the miniGEMS Attendance coordinator works with the teacher or social worker associated with the student's school to call the parents or legal guardians. Most situations are resolved where the parent will bring the student to camp or commit to making sure the student returns the next day. As part of the application packet, there is a contract signed by both the student and the parent/legal guardian committing to attending at least four days of the camp.

#### Plan to Recruit Teachers and Camp Personnel

The miniGEMS program has a strong network of elementary, and middle school STEM teachers who have participated in both miniGEMS Camps and clubs since 2015. Typically, teachers from the miniGEMS After-School Clubs participate during the summer or help recruit teachers to participate. The miniGEMS After-School Clubs are a strong pipeline for identifying both students and teachers for miniGEMS. The principals from each school that miniGEMS recruits from are involved in identifying teachers if necessary. Typically, each miniGEMS camp will have two STEM teachers participating with the campers from their respective schools.

Camp counselors for miniGEMS are recruited during the Fall and Spring semesters so that the UIW HR can process their paperwork and ensure that all necessary training is completed prior to the start of camp. Camp counselors are recruited from UIW, Trinity University, and the University of Texas at San Antonio (UTSA) student body and commit to working at the camps months in advance. Camp counselors are recruited through previous miniGEMS counselors and from Faculty Academic Advisors.

#### 4. PROGRAM PLAN

##### miniGEMS Coding Curriculum and Instructional Hours

The mission of the miniGEMS Program is to provide a free 5-day STEAM and Robotic/Programming Camp for middle school students each summer from underrepresented and underserved areas of San Antonio and Converse within Bexar County and to reduce any barriers to attending the camp. To support this mission, the goal of the miniGEMS STEAM and Robotic Camp is to enhance learning in STEAM (Science, Technology, Engineering, Arts, and Mathematics) topics that are aligned with Texas Education Agency's Texas Essential Knowledge and Skills (TEA TEKS) requirements for middle school students. By using collaborative and applied learning techniques, camp counselors create a fun, dynamic, learning environment that does not feel like a traditional classroom. The STEAM and Programming camp sessions will be one week long and focused on helping campers understand how math and science relate to engineering and computer science and the importance of mathematics to science. The camp will incorporate Project Based Learning group activities and use the LEGO Education SPIKE Prime robot as well as computer programming techniques. During Summer 2023, two miniGEMS STEAM and Robotics sessions will be held between July 17 through July 28, 2023, for a total of **80 classroom instructional hours**.

The miniGEMS Camp will use the LEGO Education SPIKE Prime robots which can be controlled by basic block-based programming and the more advanced MATLAB scripting language. Additionally, the campers will learn to integrate sensors, such as GPS, so that their programs can make decisions and explore their environment. As part of working with LEGO Education SPIKE Prime, the miniGEMS camp will have competitions to help teach the concepts of programming in a fun and exciting environment. Additionally, group exercises related to fundamental programming will be incorporated into the



curriculum where the campers will compose and visualize their own music by creating MATLAB programs.

What Industry Relevant Coding Environments will be used during the Camps

This year miniGEMS STEAM and Robotics Camp will be using the following environments in teaching programming and Artificial Intelligence (AI) to miniGEMS students: LEGO Education SPIKE Prime robots, Python Script Language (creating Video Games), MATLAB Scripting Language, and Artificial Intelligence Using Visual Block based Programming.

The LEGO Education SPIKE Prime robot and LEGO Programming Language are used extensively in the miniGEMS camp for robotic projects and programming exercises. The AVS Labs uses the SPIKE Primes along with the SPIKE Prime Expansion set and accessories which allow for the design, building, and testing of very sophisticated robots. With the addition of GPS sensors and accelerometers, campers can design a semi-autonomous ground robot that replicates the functions of advanced machines like the Mars Spirit and Curiosity rovers. The use of the LEGO Education SPIKE Prime programming language allows miniGEMS campers to be introduced to the basics of programming and real-time process-embedded controls. Such concepts as sensor feedback, decision-making, repeating commands, and the engineering design process can be easily explored and discussed using the hardware that the campers understand. Additionally, the use of the LEGO Education SPIKE Prime robots helps stress to the miniGEMS campers that programs are embedded into most hardware devices allowing them to connect the importance of programming to actual everyday products. Finally, the LEGO SPIKE Prime Programming Language is quick to learn and debug for both the campers and the middle school teachers. The miniGEMS program also uses the LEGO SPIKE Prime App for the smartphone which is the first introduction to programming in the miniGEMS summer camps on

Day 1 which allows the campers' smartphone to control the LEGO SPIKE Prime robots. The LEGO SPIKE Prime programming is taught from Day 1 to Day 5.

The Python curriculum was introduced in the Summer of 2019 in the miniGEMS camps and got a positive response from the campers who had the opportunity to create video games. The curriculum will be refined and aligned with Texas Education Agency's Texas Essential Knowledge and Skills (TEA TEKS) standards for this coming summer to help make the course material relevant to both middle school students and teachers. Python will be used along with Scratch since it has been consistently ranked among the most popular programming languages and has already been used in high school coding courses. The Python curriculum encourages middle school students to learn the concepts of coding by creating video games that keep the students engaged in a fun and dynamic learning environment. This curriculum is designed to be taught over 1 week for 1 and a half hours each day.

A new addition for the Summer of 2023 will be the introduction of Artificial Intelligence (AI) to the miniGEMS program, innovative addition to the STEM curriculum. For the Summer of 2023, AI will be introduced to middle school students using Scratch. AI is being introduced to more and more applications each day and knowledge of the basic concepts of AI is becoming important. However, despite this, AI concepts have not been introduced into the K-12 curriculum. The miniGEMS will be mainly centered around the AI concepts of Perception, Representation and Reasoning, Learning, and Natural Interaction. This AI curriculum is designed to introduce the concepts of Artificial Intelligence over the one-week camp in one hour of daily assignments.

Campers with Disabilities

Campers with disabilities will be given accommodations based on their documented needs. The miniGEMS STEAM and Robotic Camp will work with the UIW Student Disability Services Office to provide appropriate accommodations.

#### Ability to Work with Students with Different Coding Skills

An assessment will be provided on the first day of miniGEMS STEAM and Robotics Camp to determine the level of students' proficiency in problem-solving. Groups will be formed by including a diverse level of student abilities to promote peer learning and discussion. The flexibility offered by the available learning resources and infrastructure of the AVS Labs allows the Director to rapidly change the complexity of the offered exercises in real time and based on student, teacher, or staff feedback. A group leader from a previous miniGEMS camp will be assigned to each group to help facilitate discussions and assist with coursework. The middle school science teachers will be available to help with any student issues that may arise.

#### Ability to Supply Materials in Spanish

The program added Spanish-English bilingual camp staff to communicate clearly with Spanish-dominant parents and students who are ESL (English as a Second Language) learners. Applications, letters, and documents were also written in both English and Spanish. Class material can also be translated if needed.

#### Additional Educational Activities

The programs will incorporate curriculum from other sciences by leveraging on-hand experience gained by the GEMS Co-PIs and Director, Chemistry, and Meteorology.

#### Day Camp

miniGEMS is an in-person day camp operated between 8 am – 5 pm Monday through Friday.

### Connection to Industry and Demand Occupations

The purpose of miniGEMS is to increase the number of underrepresented in STEM, especially from low-income communities. To achieve this goal, the miniGEMS curriculum is aligned with the Texas Education Agency's Texas Essential Knowledge and Skills (TEA TEKS) of Science, Mathematics, and Computer Programming to help reinforce these important concepts to students during the summer and provide the STEM teachers additional experience to bring back to the classroom. To explore careers in STEM, the miniGEMS program sponsors daily Guest Speakers during lunch and group activities that focus on Science, Engineering, and Programming Careers. Examples include Project Based Learning activities centered around a Mission to Mars, Building drones to carry packages, and coding games in Artificial Intelligence. During these activities, the camp counselors explore the skills and careers that are required to perform the tasks. The skills that campers learn from both the miniGEMS camps and clubs focus on computer coding, critical thinking, engineering design, robotics, and new for 2023, Artificial Intelligence. These skills have a direct impact on Workforce Solutions Alamo (Bexar County) Demand Occupation area as Software Developers, Engineers, Data Scientists, Aerospace Technicians, Manufacturing Engineers, and Biomedical Researchers.

### COVID-19 Mitigation Plan for in-person camps

This application assumes that by the start of the miniGEMS Summer Camps in June 2023 that the COVID-19 pandemic will have stabilized enough that in-person camps can be safely hosted. However if necessary, the miniGEMS Programs will have in place a COVID-19 Plan for Summer 2023. This plan

will be described in all miniGEMS marketing materials and at any recruitment activities. The miniGEMS program will use the currently established UIW COVID-19 Plan, which is aligned with local and national health guidelines. This plan includes mandatory social distancing in the classroom and ruling the group work, the use of masks/face coverings at all times while on UIW campus or while in a UIW-operated vehicle, proper personal hygiene, and ongoing cleaning of all spaces and equipment by camp staff. All UIW classrooms have been retrofitted (e.g., plexiglass) and organized (e.g., desks spaced apart) to maintain a minimum of 6 feet of distance between individuals. Temperature checks will be conducted in an isolated room of each staff member and camper upon arrival to the UIW campus each day as a part of the UIW COVID-19 Plan. Staff or campers who present COVID symptoms will be isolated from others until camp staff can arrange to have that person picked up by an authorized individual. UIW Health Services and UIW's Department of Risk and Safety will be immediately contacted. COVID exposure protocols will be closely followed.

Hand sanitizer and disinfectant wipes will be always available in all areas and frequent hand washing will be required of all staff and student campers. Staff from UIW Health Services will conduct an orientation for all staff prior to the first day of camp on how individuals can keep themselves and others safe while on the UIW campus. The miniGEMS rooms and equipment will be professionally disinfected each evening by UIW cleaning staff. Additionally, miniGEMS will leverage the experience gained by the middle school teachers to implement best practices for middle school students during the miniGEMS STEAM and Robotics Camps 2023.

## **5. OUTCOMES AND MEASURES**

### **Pre- and Post-Assessments**

The mission of miniGEMS is to provide the opportunity for students from low-income areas of San Antonio to attend a free high-quality and high-impact STEM summer camp where they can learn about STEM study and careers through guest lecturers, group activities, and research. The project will achieve the following Participant Outcomes:

1. Aggregate student attendance of miniGEMS participants will be 96% during the academic year, and
2. 30% of students will pick or change to a STEM Endorsement in High School.
3. 75% of students will understand the definition of STEM and be able to identify STEM careers.

The pre-survey is performed as part of the miniGEMS application process. The post-survey is performed on the last day of each summer camp. Follow-up surveys are performed throughout the academic year during the miniGEMS Club and parent meetings. miniGEMS has an assessment/evaluation staff from the UIW School of Education which develops the surveys, administers them, and assesses and evaluates the data. In addition, school district attendance, academic, and postsecondary enrollment data will be collected and analyzed.

All student applications, attendance, and survey data are stored in secured cabinets within the AVS Labs. Data are compiled into a final report used by the Director for reporting to the TWC and for conference and journal papers. Data is held for one year and then shredded.

The assessment process follows the established Learning Based Theory. The purpose of the miniGEMS evaluation plan is to measure the effectiveness of participation in the miniGEMS camp on student familiarity with post-secondary education and student's interest in pursuing STEM-related

careers. The surveys focus on students' self-efficacy of STEM, understanding of STEM subjects and careers, perspectives of modern technologies, influences of programs on students' learning, and program delivery.

A pre-survey is given to students as a part of the miniGEMS camp application process. The pre-survey collects data in the following five areas:

1. Motivation and expectation of participating in miniGEMS,
2. Perspectives of STEM subjects and understandings of post-secondary opportunities,
3. Perspectives of advanced technologies, such as Virtual Reality/Augmented Reality, Artificial Intelligence,
4. Confidence in STEM-related abilities, and
5. Interests in STEM-related subjects and careers.

A post-survey is administered on the last day of each summer camp. The post-survey pairs with the pre-survey and ask questions in the five areas:

1. Satisfaction with camp activities and program services,
2. Perspective of STEM subjects and understanding of post-secondary opportunities,
3. Perspectives of advanced technologies, such as Virtual Reality/Augmented Reality, Artificial Intelligence,
4. Confidence in STEM-related abilities, and
5. Interest in STEM-related subjects and careers.

Both qualitative and quantitative analysis is performed on the pre and post-survey data to identify trends, patterns, and statistical differences in the program outcomes.

### **Attendance Tracking**

miniGEMS maintains a master list of participants for the complete summer managed by the miniGEMS Administrative Staff/Attendance Coordinator. This master list includes such information as home addresses, the parent or legal guardian information, middle school, class level, and demographic data. This information is based on the application submitted by the campers. This master list reflects the total number of participants of the miniGEMS Program for the summer. Additionally, miniGEMS maintains individual camp attendance lists which are used for daily attendance tracking. By 9 am on each day, camp attendance is verified for each miniGEMS participant by both UIW camp counselors and reverified by the director to confirm daily attendance numbers. Any camper who is absent will be contacted by a miniGEMS middle school teacher to determine the reason for the absence. The miniGEMS students are asked to make a commitment to attend all 5 days of camp.

<b>Name of Camp</b>	<b>Brief Description of the Camp</b>	<b>Residential (R) or Day (D) Camp</b>	<b>Target Number of Students Enrolled</b>	<b>Scheduled Dates for Camp (MM/DD-MM/DD)</b>	<b># of Days Camp is Held</b>	<b>Number of Computer Coding/ Programming Instruction Hours</b>	<b># of Academic Contact Hours</b>
miniGEMS Camp #1	Summer STEAM & Robotics /Programming Camp	D	25	(07/17-07/21)	5	25	40



<b>Name of Camp</b>	<b>Brief Description of the Camp</b>	<b>Residential (R) or Day (D) Camp</b>	<b>Target Number of Students Enrolled</b>	<b>Scheduled Dates for Camp (MM/DD–MM/DD)</b>	<b># of Days Camp is Held</b>	<b>Number of Computer Coding/ Programming Instruction Hours</b>	<b># of Academic Contact Hours</b>
miniGEMS Camp #2	Summer STEAM & Robotics /Programming Camp	D	25	(07/24-07/28)	5	25	40
[Applicant to enter name]	[Applicant to enter description]	[Applicant to enter R or D]	[Applicant to enter target]	[Applicant to enter dates]	[Applicant to enter target]	[Applicant to enter target]	[Applicant to enter target]

**End of table 1**

**Table 2**

<b>Total Number of Camps</b>	<b>Total Estimated Number of Eligible Students Enrolled</b>
2	50

**End of Table 2. End of Tables.**

## **6. PROGRAM ADMINISTRATION PLAN.**

### Position Title

miniGEMS Program Director

### Experience and Qualifications

At least two years of experience managing STEM/STEAM camps for middle school. Hold an advanced degree in a STEM field. Have a successful record in grant funding and managing grant deliverables. At least two years of experience supervising personnel working with minors on a university campus. Experience developing STEM curricula and research projects appropriate for middle school students and teachers. Experience working with school districts and administrators.

### Job Duties

1. Recruit STEM teachers from various local San Antonio school districts for miniGEMS.
2. Develop camp and research curriculum in coordination with STEM middle school teachers.
3. Manage the project schedule and budget for miniGEMS.
4. Coordinate with TWC Program Manager on all deliverable and reporting requirements.
5. Manage Spring 2023 miniGEMS recruiting events for students including Parent's Night.
6. Hire camp counselors and assessment/evaluation staff.

7. Work with the Outreach Coordinator to manage the camper application process.
8. Work with the Outreach Coordinator to determine student eligibility for miniGEMS.
9. Supervisor and manage the daily operations of the miniGEMS camps.
10. Works with assessment/evaluation staff on program outcome metrics and analysis
11. Manage daily attendance and assessment/evaluation reports.

Percent Time to Program

100%

Name of Individual and Contact Information for Director

Michael Frye, Ph.D.

Professor of Engineering

GEMS Co-Principle Investigator

Phone: 210-829-3160

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Amanda Roberts, Ph.D.

Professor of Chemistry

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Stephanie Weiss-Lopez

GEMS Project Manager and Director

Phone: 210-829-3980

Email: [weisslop@uiwtx.edu](mailto:weisslop@uiwtx.edu)

Director Qualifications

The GEMS Co-Principle Investigator, Dr. Michael Frye, is a tenured professor of Engineering at UIW. He is the Principle Investigator (PI) and Director of the Autonomous Vehicle Systems (AVS) Research Laboratories and is responsible for the research and management of the laboratory. Dr. Frye has a background in flight controls and modeling of fixed and rotorcraft autonomous air vehicles. Dr. Frye earned his Ph.D. in Electrical Engineering from the University of Texas at San Antonio in 2006 and received his tenure-track appointment at UIW in August 2007. The PI teaches courses in electrical engineering, computer programming, and engineering mathematics in the Department of Engineering. Dr. Frye has over 20 years of experience in computer programming using Python, C/C++, Fortran 77, and MATLAB. Dr. Frye has over 14 years of experience in university STEM outreach programs focused on Title 1 middle school and high school students and teachers. Dr. Frye has developed and managed the miniGEMS STEAM and Robotic Camps and Clubs since 2015.

The GEMS Co-Principle Investigator, Dr. Amanda Roberts, is an Assistant Professor of Chemistry at UIW. Dr. Roberts has a background in chemistry,

neuroscience, biology, and biomedical sciences. Dr. Roberts earned her Ph.D. in Biomedical Sciences from the University of North Texas Health Science Center at Fort Worth in 2020 and her Visiting Assistant Professor Appointment at UIW in August 2022. The PI teaches lecture and laboratory courses in Organic Chemistry II, General Chemistry I & II, and Survey Organic Chemistry. Dr. Roberts has over 10 years of teaching science and math to middle school, high school, undergraduate, and graduate students. Dr. Roberts has over 11 years of scientific research experience and has published 2-first author manuscripts in eye research.

The GEMS Project Manager and Director, Stephanie Weiss-Lopez, has overseen GEMS since 2020 as a project manager and coordinator. Ms. Weiss-Lopez is a UIW alumna with a degree in Meteorology, currently the AVS Laboratories Project Manager, and an MBA student at UIW. She has over 19 years of management and leadership experience and has been a member of the lab since 2018. Ms. Weiss-Lopez has experience in personnel development, scientific research, and grant writing. During Ms. Weiss-Lopez's leadership GEMS implemented and distributed over 450 free STEAM kits during the COVID-19 pandemic. Ms. Weiss-Lopez's partnership with the PI expanded new programs such as megaGEMS Virtual Research Camp, miniGEMS Virtual After-School Clubs, miniGEMS Virtual Spring Break Camp, megaGEMS AEOP Apprenticeship, megaGEMS 4-week Research Camp, and miniGEMS STEAM Club kits.

#### UIW Camp Counselors

Five undergraduate students will be hired to help with the miniGEMS curriculum. All five students have already been identified and have committed to the miniGEMS STEAM and Robotics Summer Camps 2023. All five of the students have been endorsed by UIW faculty as leaders within their programs or are student researchers at the AVS Labs.

## Middle School STEM Teachers

At least two middle school STEM teachers will participate in miniGEMS. Two middle school teachers have already been identified and have committed to the miniGEMS STEAM and Robotics Summer Camps 2023. Both teachers have participated in miniGEMS in previous summers. SAISD and JISD will help in recruiting at least two more additional teachers for Summer 2023.

## Program Partners

The middle schools will be responsible for providing STEM Teachers to participate in miniGEMS. The STEM Teachers will help the miniGEMS Director and Outreach Coordinator recruit the middle school and high school students. Additionally, the schools will host a miniGEMS Parents' Night where the director and outreach coordinator will provide an overview of the summer camp parents and collect the applications. San Antonio ISD and Judson ISD will participate in summer 2023. miniGEMS has an established relationship with San Antonio ISD, Southside ISD, Southwest ISD, and Judson ISD. The administration of all four districts is aware and supportive of miniGEMS programs and is committed to providing STEM teachers and students to attend miniGEMS.

Finally, miniGEMS has developed a partnership with the San Antonio Family Services Association of San Antonio to establish an additional recruiting pipeline for miniGEMS.

## Training

All UIW Camp Counselors attend a one-week refresher in early July prior to camps, to review technology, projects, and equipment. All camp counselors and STEM Teachers are required by UIW to take the UIW Online Child Abuse Prevention SB1414 Training Class. Additionally, all Camp Counselors and

STEM Teachers have a regular review of the safety procedures for the miniGEMS camps.

### Security Measures

The miniGEMS Director, with assistance from the UIW General Counsel, UIW Campus Police, UIW Department of Human Resources, and the UIW Office of Environmental Health, Safety, and Risk Management have established Security Measures for miniGEMS. The Security Measures are based on UIW's established policies for hosting day summer camps for minors on the UIW campus. Finally, all miniGEMS staff, STEM school teachers, parents, and volunteers who spend more than one day participating in the miniGEMS camps must have a criminal background check and pass the online Texas Education Code: Training Program for Sexual Abuse and Child Molestation.

## **7. BUDGET WORKBOOK**

Refer to Form B and Solicitation Attachment 3, Budget Requirements and Instructions.

**Camp Code**

**RFA Number 32023-00066**

**Applicant:**

University of the STEAM & Robotic Camps 2023

**BUDGET DETAIL FORM**

**Maximum Budget Points: 10 Points**

<b>PART A. INDIRECT COST RATE</b>			
<b>Questionnaire</b>			<b>Answers</b>
Question # 1: Applying an indirect cost rate?			Yes
If answer is "Yes," complete questions 2 through 5 in this Part.			
If answer is "Yes," please list the total amount in the first row of "Other (Admin)" in Part B of this worksheet.			
Question # 2: Enter the indirect cost rate.			10.00%
Question #3: Specify the base to which the rate is applied, such as direct labor costs, modified total direct costs, etc.			Salary and Fringe Benefits
Question # 4: Type of indirect cost rate.			De Minimis
Question # 5: Cognizant Agency or other entity that negotiated and approved the rate and indirect cost rate agreement.			UIW
<b>End of Questions.</b>			

**PART A-1. NUMBER OF STUDENTS FOR COST PER STUDENT CALCULATION**

1. Number of Non-Residential (Day Camp) Students:	50	
2. Number of Residential (Overnight Camp) Students:		

**PART B. BUDGET DETAIL: ADMINISTRATIVE COSTS**

Refer to the "Instructions" tab for more information.

If you require more rows, please insert immediately above the Subtotal row.

<b>Salary/Wages (Admin)</b>			
<b>Cost Items</b>	<b>Non Residential Camp Amount</b>	<b>Residential Camp Amount</b>	<b>Budget Justification</b>
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Salary/Wages (Admin) Subtotal</b>
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Fringe Benefits (Admin)</b>			
<b>Cost Items</b>	<b>Non Residential Camp Amount</b>	<b>Residential Camp Amount</b>	<b>Budget Justification</b>
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Fringe Benefits (Admin) Subtotal</b>



**Camp Code**

RFA Number 32023-00066

**Applicant:**

University of the STEAM & Robotic Camps 2023

<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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**Travel (Admin)**

Cost Items	Non Residential Camp Amount	Residential Camp Amount	Budget Justification
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Travel (Admin) Subtotal</b>
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Supplies (Admin)**

Cost Items	Non Residential Camp Amount	Residential Camp Amount	Budget Justification
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Supplies (Admin) Subtotal</b>
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Equipment (Admin)**

Cost Items	Non Residential Camp Amount	Residential Camp Amount	Budget Justification
Not Allowable.	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Equipment (Admin) Subtotal</b>
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Contractual (Admin)**

Cost Items	Non Residential Camp Amount	Residential Camp Amount	Budget Justification
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Contractual (Admin) Subtotal</b>

**Camp Code**

**RFA Number 32023-00066**

**Applicant:**

University of the STEAM & Robotic Camps 2023

<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
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<b>Other (Admin) If Any:</b>			
<b>Cost Items</b>	<b>Non Residential Camp Amount</b>	<b>Residential Camp Amount</b>	<b>Budget Justification</b>
Indirect Costs at 10%	\$1,508	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Other (Admin) Subtotal</b>
<b>Subtotal</b>	<b>\$1,508</b>	<b>\$0</b>	<b>\$1,508</b>

	<b>Non-Residential Camp Total</b>	<b>Residential Camp Total</b>	<b>Total</b>
<b>Total Administrative Costs</b>	<b>\$1,508</b>	<b>\$0</b>	<b>\$1,508</b>

**PART C. BUDGET DETAIL: PROGRAM COSTS**  
 Refer to the "Instructions" tab for more information.  
 If you require more rows, please insert immediately above the Subtotal row.

<b>Salary/Wage (Program)</b>			
<b>Cost Items</b>	<b>Non Residential Camp Amount</b>	<b>Residential Camp Amount</b>	<b>Budget Justification</b>
Camp Counselors	\$6,000	\$0	\$15 per hour x 40 hours x 2 weeks x 5 staff = \$6,000.
Teachers	\$3,200	\$0	\$20 per hour x 40 hours x 2 weeks x 2 teachers = \$3,200.
Principle Investigator Salary	\$5,000	\$0	Principle Investigator Salary
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Salary/Wages (Program) Subtotal</b>
<b>Subtotal</b>	<b>\$14,200</b>	<b>\$0</b>	<b>\$14,200</b>

<b>Fringe Benefits (Program)</b>			
<b>Cost Items</b>	<b>Non Residential Camp Amount</b>	<b>Residential Camp Amount</b>	<b>Budget Justification</b>
Camp Counselors	\$540	\$0	9%
Teachers	\$288	\$0	9%
Principle Investigator Salary	\$50	\$0	1%

**Camp Code**

**RFA Number 32023-00066**

**Applicant:**

University of the STEAM & Robotic Camps 2023

	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Fringe Benefits (Program) Subtotal</b>
<b>Subtotal</b>	<b>\$878</b>	<b>\$0</b>	<b>\$878</b>

<b>Travel (Program)</b>			
<b>Cost Items</b>	<b>Non Residential Camp Amount</b>	<b>Residential Camp Amount</b>	<b>Budget Justification</b>
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Travel (Program) Subtotal</b>
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Supplies (Program)</b>			
<b>Cost Items</b>	<b>Non Residential Camp Amount</b>	<b>Residential Camp Amount</b>	<b>Budget Justification</b>
<b>Camp Supplies</b>	\$1,000	\$0	\$500 per camp at 2 camps = \$1,000.
<b>10 SPIKE Prime Robots</b>	\$5,050	\$0	10 SPIKE Prime Robots at \$505 = \$5,050.
<b>SPIKE Prime Accessories</b>	\$5,650	\$0	10 SPIKE Prime Robots at \$565 = \$5,650.
<b>Shuttles</b>	\$1,600	\$0	\$800 per shuttle per week for 2 weeks = \$1,600.
<b>miniVan</b>	\$450	\$0	\$45 per day for 2 weeks = \$450.
<b>Copies &amp; Publications</b>	\$800	\$0	Brochures, Applications, and Copies for Handouts (\$400 per camp).
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Supplies (Program) Subtotal</b>
<b>Subtotal</b>	<b>\$14,550</b>	<b>\$0</b>	<b>\$14,550</b>

<b>Equipment (Program)</b>			
<b>Cost Items</b>	<b>Non Residential Camp Amount</b>	<b>Residential Camp Amount</b>	<b>Budget Justification</b>
Not Allowable.	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Equipment (Program) Subtotal</b>
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**Camp Code**

**RFA Number 32023-00066**

**Applicant:**

University of the STEAM & Robotic Camps 2023

<b>Contractual (Program)</b>			
<b>Cost Items</b>	<b>Non Residential Camp Amount</b>	<b>Residential Camp Amount</b>	<b>Budget Justification</b>
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Contractual (Program) Subtotal</b>
<b>Subtotal</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

<b>Other (Program) If Any:</b>			
<b>Cost Items</b>	<b>Non Residential Camp Amount</b>	<b>Residential Camp Amount</b>	<b>Budget Justification</b>
<b>T-shirts</b>	\$748	\$0	\$11.50 per T-shirt x 65 = \$748. T-shirts are for campers, counselors, and teachers.
<b>Laptop Rentals</b>	\$1,400	\$0	12 Laptops at \$100 each + \$200 Set up fee = \$1,400.
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	\$0	\$0	
	<b>Non Residential Camp Subtotal</b>	<b>Residential Camp Subtotal</b>	<b>Other (Program), If Any Subtotal</b>
<b>Subtotal</b>	<b>\$2,148</b>	<b>\$0</b>	<b>\$2,148</b>

	<b>Non Residential Camp Total</b>	<b>Residential Camp Total</b>	<b>Total</b>
<b>Total Program Costs</b>	<b>\$31,776</b>	<b>\$0</b>	<b>\$31,776</b>

**PART D: TOTAL FUNDS REQUESTED**

Total of all funds requested (admin and program).

<b>Totals, All Costs</b>	<b>Non Residential Camp Total</b>	<b>Residential Camp Total</b>	<b>Combined Total</b>
Admin	\$1,507.80	\$0.00	\$1,507.80
Program	\$31,775.50	\$0.00	\$31,775.50
<b>Total Funds Requested</b>	<b>\$33,283.30</b>	<b>\$0.00</b>	<b>\$33,283.30</b>

End of Worksheet.

**Camp Code**

**RFA Number 32023-00066**

**Applicant:**

University of the Incarnate STEAM & Robotic Camps 2023

**BUDGET SUMMARY FORM**

**Maximum Budget Points: 10 Points**

Cost Categories	Administrative Costs <sup>1</sup>	Program Costs	Total Costs
Salary/Wage	\$0.00	\$14,200.00	\$14,200.00
Fringe Benefits	\$0.00	\$878.00	\$878.00
Travel	\$0.00	\$0.00	\$0.00
Supplies	\$0.00	\$14,550.00	\$14,550.00
Equipment	Not Allowable	Not Allowable	Not Allowable
Contractual	\$0.00	\$0.00	\$0.00
Other	\$1,507.80	\$2,147.50	\$3,655.30
<b>Total Funds Requested</b>	<b>\$1,507.80</b>	<b>\$31,775.50</b>	<b>\$33,283.30</b>

<sup>1</sup> Administrative Costs cannot exceed administrative cost limit.

**Total Requested Amount: \$33,283**

Indirect Cost Rate Percentage (if applicable): **10.00%** \$1,507.80

**Cost Per Student**

Average Cost per Non-Residential student. [Total Requested Funds for Non-residential (Day Camps) / Number of non-residential students.] Must not exceed \$700.	\$665.67
Average Cost per Residential Student. [Total Requested Funds for Residential (Overnight Camps) / Number of residential students.] Must not exceed \$1,000.	Please add number of participants to the Budget Detail Form, Section A-1

End of Worksheet