

AGREEMENT BETWEEN

THE CITY OF HOUSTON

AND

GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT

FOR

SEXUAL RISK AVOIDENCE EDUCATION SERVICES

This Agreement is entered into between the CITY OF HOUSTON, a home-rule municipality of the State of Texas, (“City”), acting on behalf of its Houston Health Department (“HHD”) Bureau of Youth and Adolescent Health and GOOSE CREEK CONSOLIDATED INDEPENDENT SCHOOL DISTRICT (“GCCISD”), located at 4544 Interstate 10 East, Baytown, Texas 77521 (“Goose Creek CISD”) may be individually referred to herein as a “Party” or collectively as the “Parties”.

I. OVERVIEW AND PURPOSE

HHD works in partnership with the community to promote and protect the health and social well-being of Houstonians and the environment in which they live. In 2024, HHD received an award from The Health and Human Services Commission’s (“HHSC”) Abstinence Education Program Services (“AEP”) - Sexual Risk Avoidance Education (“SRAE”) fund to support AEP activities for SRAE in Texas.

Through the Texas AEP-SRAE funding, HHD offers and supports abstinence education services to youth ages 10-19 in Houston and surrounding school districts and communities. HHD’s Bureau of Youth and Adolescent Health is responsible for carrying out the Title V State SRAE program to implement education exclusively on sexual risk avoidance that teaches youth to voluntarily refrain from sexual activity. Our programs are designed to teach youth personal responsibility, self-regulation, goal setting, healthy decision-making, a focus on the future, and the prevention of youth risk behaviors such as drug and alcohol use without normalizing teen sexual activity.

The purpose of this collaborative partnership is to work together toward the common purpose of addressing the public health epidemic of teen pregnancy and sexually transmitted diseases, by encouraging adolescent health promotion and promoting adolescent disease prevention through the classroom intervention provided by Choosing the Best curriculum (“CTB”). This is a partnership, which will provide CTB training, CTB teacher kits and CTB electronic student manuals.

PURPOSE:

This collaboration will encourage:

- A reduction in sexually transmitted infection rates as students obtain medically accurate information
- Increased parent and adult engagement through the Sexual Risk Avoidance classroom training,

- parent/child homework assignments
- Improvement in the school graduation rate

Relationship education and character education are also important components of this collaborative effort.

Students in the program are encouraged to make the healthiest choice – to delay sexual activity.

This public health prevention program engages in:

1. Primary prevention with a focus on teens who are practicing sexual delay in order to sustain and increase protective behaviors (delaying sex, practicing risk avoidance).
2. Secondary prevention with a focus on sexually active teens who are engaged in risk behaviors to adopt risk elimination (sexual delay) as the healthiest option. CTB strongly promotes delaying sex as the best and healthiest choice. CTB does educate about contraception including efficacy rates, but always in the context of promoting sexual delay as the healthiest choice.
3. Tertiary prevention for those teens who have an STD, have had a child, or have been pregnant or have fathered a child. CTB encourages those teens to develop protective behaviors (adopting sexual delay). CTB strongly promotes delaying sex as the best and healthiest choice. CTB does educate about contraception including efficacy rates, but always in the context of promoting sexual delay as the healthiest choice.

Students receive holistic, developmentally appropriate, and multi-dimensional instruction which: promotes healthy relationship skills with a strong focus on abstinence until marriage; builds resistance skills; provides asset development, future orientation, and goal setting skills; and increases protective factors such as boundary setting and parental involvement.

Participation in the program is voluntary. Parents will have the opportunity to indicate their preference for their child's participation in this program on a form provided by the district. If parents choose not to consent to student participation, the school may provide an alternate plan of instruction that he/she can receive at school or home. Students will not suffer an academic penalty if they do not participate in the program.

II. REPRESENTATIONS

Under this agreement HHD will provide the following:

1. Teacher training for Choosing the Best Way, Path, Life:
 - a. Annual teacher training to all participating Goose Creek CISD teachers, including updates on the curriculum and grant reporting requirements.
2. Staff Support
 - a. HHD/CTB staff will provide technical assistance support and meet all training needs.
3. Curriculum
 - a. Electronic student manuals will be provided at no cost to the school system for each student in health classes receiving the CTB instruction. Leader Kits for each curriculum are provided

to each participating teacher for every grade level taught. Revisions are made available to each teacher whenever the curriculum is updated.

Under this agreement Goose Creek CISD will provide the following:

1. School System Responsibility:

- a. The school system understands that the students provided for enrollment into the program are expected to be taught the CTB Curriculum. The school district also understands that if more than 25% of the students that were enrolled do not go through instructions that the grant may not be renewed for the next school year.
- b. The school system will ensure that each teacher will administer the entry and exit survey to only students who opt-in the program. They will also ensure that the entry-exit surveys are administered according to the evaluation protocol.
- c. The School District will ensure that teachers are reporting attendance utilizing the proper grant forms.
- d. The School District will ensure that teachers are providing a class schedule prior to implementation.
- e. The School District will ensure that each teacher will provide a signed opt-in or consent form for each student participating in CTB prior to implementation utilizing GCC ISD opt-in forms or the grant provided consent form template.
- f. Complete a service-learning project (SLP). This does not have to be a system wide project. Community can food drives, youth tutoring Feed the Hungry, and other creative ideas that identify and enhance a community need, teach civic responsibility, increase global awareness, and strengthen the community are acceptable. Service-learning projects are to be completed by participants who completed CTB.
- g. HHD acknowledges that its performance of services under this Agreement may involve access to confidential student information including, but not limited to Personally Identifiable Information and Student Records (collectively, "Protected or Private Information") that is subject to state or federal law/rules restricting the use and disclosure of such information, including, but not limited to the federal Family Educational Rights and Privacy act (20..S.C. 1232g); and Student Data Privacy, Accessibility and Transparency Act. HHD agrees to comply with all applicable federal and state laws restricting the access, use and disclosure of Protected Information.
- h. Failure to comply with the requirements of the grant could cause the grant to be discontinued.

2. School System Liaison to coordinate:

- a. Schedule teacher training. Attendance is required by all health teachers in the school system that will be teaching CTB. The training will also include training on the grant requirements.
- b. Meeting space required for teacher training.
- c. Projected Teacher Planning Schedules to teach CTB by semester per teacher.
- d. Full compliance with all grant-reporting requirements, including student enrollment and attendance.
- e. Set up one site visit per semester.
- f. Accountability for all student curricular materials shipped to schools and for all Leader Kits issued to teachers.

3. Teacher Fidelity Clause:

Choosing the Best curricula are medically based, medically accurate, abstinence-centered sexual risk avoidance (“SRA”) programs. In order to ensure program fidelity, accuracy and effectiveness, teachers should present the *Choosing the Best* curricula per the instructions outlined in the beginning of each Leader’s Guide and continue to follow the specific instructions and script provided for each lesson. Further, teachers presenting *Choosing the Best* must refrain from:

- 1) Sharing personal stories, anecdotes, and/or opinions about the topic of relationships and/or sexual activity.
- 2) Discussing religion or politics in any context.
- 3) Expressing value judgements, including on sensitive topics such as abortion.

III. TERM AND TERMINATION

The term of this MOU shall commence on the Countersignature Date by the City Controller herein and continue until October 30, 2025, Either Party may terminate this MOU at any time with or without cause upon thirty (30) days’ written notice to the other Party at the address specified below:

If to Goose Creek CISD:

Goose Creek CISD
Attention: Dr. Randal O’Brien
4544 Interstate 10 East
Baytown, Texas 77521

If to HHD:
City of Houston
Houston Health Department
Attn: Stephen L. Williams. MEd, MPA
8000 N. Stadium Drive
Houston, Texas 77054

IV. COMPLIANCE WITH THE LAW

Each of the Parties agrees to perform its obligations under this MOU in conformance with all applicable laws, regulations and administrative instructions that relate to the Parties' performance of the Agreement. It is not the purpose, nor is it a requirement of this Agreement or any other Agreement between the Parties to offer or receive any remuneration or inducement to encourage the referral of any patient.

V. GOVERNING LAW AND JURISDICTION

This MOU shall be construed and interpreted in accordance with the applicable laws of the State of Texas and City of Houston. Venue for any disputes relating in any way to this MOU shall lie exclusively in Harris County, Texas.

VI. LIMITATION ON APPROPRIATION

The Parties acknowledge that the City of Houston has not appropriated or allocated any funds for carrying out the purposes under this Agreement; and notwithstanding any other provision of this Agreement, that might otherwise be construed to the contrary, shall have no obligations to expend any City funds for activities under this agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have each caused this Agreement to be executed by their duly authorized officers on the date hereinafter.

**GOOSE CREEK CONSOLIDATED
INDEPENDENT SCHOOL DISTRICT**

**CITY OF HOUSTON HEALTH
DEPARTMENT**

By: _____
Dr. Randal O'Brien
Superintendent

By: _____
Stephen L. Williams, M.Ed., MPA
Director, Houston Health Department

ATTEST/SEAL:

CITY OF HOUSTON, TEXAS
Signed by:

City Secretary

Mayor

APPROVED AS TO FORM:

COUNTERSIGNED BY:

Senior Assistant City Attorney
L.D. File No.

City Controller

DATE COUNTERSIGNED:
