

STEPHANIE S. ELIZALDE, ED.D.
SUPERINTENDENT OF SCHOOLS



January 13, 2023

INFORMATION

TO: Stephanie S. Elizalde, Ed.D., Superintendent of Schools
FROM: Shannon Trejo, Chief Academic Officer
SUBJECT: Healthy Futures of Texas Partnership

At the May 26, 2022 Board Meeting, the Board of Trustees approved the School Health Advisory Council (SHAC) recommendation to formalize a partnership with North Texas Alliance to Reduce Unintended Pregnancy in Teens (NTARUPT) for programming after school for students. This program can only be offered at the high school level outside of school hours and is an opt-in program that requires parent permission to participate.

On August 1, 2022 NTARUPT merged with *Healthy Futures of Texas*. Therefore, NTARUPT will hereby be known as "Healthy Futures of Texas". We want you to be aware that our partnership with NTARUPT as outlined in the SHAC recommendation will remain unchanged outside of the name of the organization being updated.

**Form 624
(Revised 12/15)**

Return in duplicate to:
Secretary of State
P.O. Box 13697
Austin, TX 78711-3697
512 463-5555
FAX: 512 463-5709

Filing Fee: see instructions



This space reserved for office use.

**Certificate of Merger
for Nonprofit Corporations**

Parties to the Merger

Pursuant to chapter 10 and Title 2 of the Texas Business Organizations Code, the undersigned parties submit this certificate of merger.

The name, organizational form, state of incorporation, and file number, if any, issued by the secretary of state for each organization that is a party to the merger are as follows:

Party 1

North Texas Alliance to Reduce Unintended Pregnancy in Teens

Name of Organization

The organization is a nonprofit corporation. It is organized under the laws of:

TX

United States

The file number, if any, is

552.136

State

Country

Texas Secretary of State file number

624 N Good Latimer Expy Ste

Its principal place of business is

100

Dallas

TX

Address

City

State

The organization will survive the merger. The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 2

Texas Campaign to Prevent Teen Pregnancy, Inc.

Name of Organization

The organization is a nonprofit corporation. It is organized under the laws of:

TX

United States

The file number, if any, is

552.136

State

Country

Texas Secretary of State file number

Its principal place of business is 1303 San Antonio St, Ste 720

Austin

TX

Address

City

State

The organization will survive the merger. The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Party 3

Healthy Futures of Texas

Name of Organization

The organization is a nonprofit corporation. It is organized under the laws of:

TX United States The file number, if any, is 552.136
State Country Texas Secretary of State file number

Its principal place of business is 2300 W. Commerce Street, Ste T
212 San Antonio X
Address City State

The organization will survive the merger. The organization will not survive the merger.

The plan of merger amends the name of the organization. The new name is set forth below.

Name as Amended

Plan of Merger

The plan of merger is attached.

If the plan of merger is not attached, the following statements must be completed.

Alternative Statements

In lieu of providing the plan of merger, each domestic nonprofit corporation certifies that:

1. A plan of merger is on file at the principal place of business of each surviving, acquiring, or new domestic or foreign nonprofit corporation that is named in this form as a party to the merger or an organization created by the merger.

2. On written request, a copy of the plan of merger will be furnished without cost by each surviving, acquiring, or new domestic or foreign nonprofit corporation to any member of any domestic nonprofit corporation that is a party to or created by the plan of merger and, if the certificate of merger identifies multiple surviving domestic nonprofit corporations or non-code organizations, to any creditor or obligee of the parties to the merger at the time of the merger if a liability or obligation is then outstanding.

Item 3A is the default selection. If the merger effected an amendment to, a restatement of, or an amendment and restatement of the certificate of formation of a surviving filing entity, you must select and complete one of the options shown below. Options 3B and 3C require the submission of the described attachment.

3A. No amendments to the certificate of formation of any surviving nonprofit corporation that is a party to the merger are effected by the merger.

3B. No amendments to the certificate of formation of any surviving nonprofit corporation are being effected by the merger or by the restated certificate of formation of the surviving nonprofit corporation named in the attached restated certificate of formation.

3C. The plan of merger effected an amendment and restatement of the certificate of formation of a surviving nonprofit corporation. The amendments being made and the name of the surviving entity restating its certificate of formation are set forth in the attached restated certificate of formation containing amendments.

3D. The plan of merger effected amendments or changes to the following surviving nonprofit corporation's certificate of formation.

passage of time. The 90th day after the date of signing is: _____

The following event or fact will cause the document to take effect in the manner described below:

Text Area

Tax Certificate

- Attached hereto is a certificate from the comptroller of public accounts that all taxes under title 2, Tax Code, have been paid by the non-surviving filing entity.
- In lieu of providing the tax certificate, one or more of the surviving, acquiring or newly created organizations will be liable for the payment of the required franchise taxes.

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument. The undersigned certifies that the statements contained herein are true and correct, and that the person signing is authorized under the provisions of the Business Organizations Code, or other law applicable to and governing the merging entity, to execute the filing instrument.

Date: July 25, 2022

North Texas Alliance to Reduce Unintended
Pregnancy in Teens

Merging Entity Name

Terry Greenberg

Signature and title of authorized person (see instructions)

Terry Greenberg

Printed or typed name of authorized person

Texas Campaign to Prevent Teen Pregnancy, Inc.

Merging Entity Name

Molly Clayton

Signature and title of authorized person (see instructions)

Molly Clayton

Printed or typed name of authorized person

Healthy Futures of Texas

Merging Entity Name

Evelyn Delgado

Signature and title of authorized person (see instructions)

Evelyn Delgado

Printed or typed name of authorized person



Partnership and Volunteer Services Agreement

This Agreement between Dallas Independent School District (herein referred to as “Dallas ISD” or “District”), a local political subdivision of the State of Texas and Healthy Futures of Texas, formerly known as, The North Texas Alliance to Reduce Unintended Pregnancy in Teens (herein referred to as “Healthy Futures” or “HFTX”), is made and entered into as of January 31, 2023 or upon execution by the final signatory, whichever is later. The term of this Agreement is from February 14, 2023 to June 30, 2025.

TERM / SERVICES / SCOPE of RESPONSIBILITY

A. The School or Department Representative will:

1. Verify applicants are approved to volunteer pursuant to Board Policy GKG and will provide training prior to volunteer(s) beginning service.
2. Supervise volunteers on assignments and review project(s). Immediately notify Partner’s Key Contact and District’s Partnership and Volunteer Services Coordinator if a problem arises.
3. Follow checklist for partners and document all donations.

B. The Partner Contact will:

1. Discuss and develop with school and district departments (as relevant to scope of project) elements of the relationship.
2. Submit materials and curriculum for review by appropriate District staff.
3. Recruit volunteers from among its group.
4. Ensure that volunteers have completed the application process including criminal records check and volunteer orientation.
5. Monitor volunteer activities at volunteer sites to ensure a quality match.
6. Maintain a channel of communication with the School or Department Coordinator, especially as it relates to any potential media or publication coverage.
7. Provide estimated value of donated services and/or materials and provide the estimate with this Agreement.

C. The Volunteer and Partnership Services Coordinator will:

1. Provide general assistance in the annual evaluation of program effectiveness.
2. Provide guidance for coordination and documentation of partnership activities, ensuring that the appropriate District departments are included as needed.
3. Provide guidance for any requests for media and publication coverage.

D. General Information:

1. **Eligibility for Partnership Services.** Partner acknowledges that services provided under this Agreement are for Dallas ISD students only unless otherwise specified in writing by Dallas ISD.
2. **Field Trips.** In the event that services include field trips, the Parties acknowledge that the District's field trip policies and procedures must be followed. See Board Policy FMG (<https://pol.tasb.org/Policy/Code/361?filter=FMG>).
3. **Separation from Volunteer Service:** The department/school may terminate the Partner's volunteer service by contacting the Partner's Key Contact person. Parties will work together to resolve conflicts.
4. **Religious and Political Activities:** The department/school will not assign or request volunteers to conduct or engage in religious or political activities or instruction. Volunteers and partners are prohibited from conducting or engaging in religious or political activities pursuant to this Agreement.
5. **Displacement of Employees:** The department/school will not assign volunteers to any assignment that would displace District employees.
6. **Prohibition of Discrimination:** The Parties will actively comply with the District's anti discrimination policies, specifically DIA(LOCAL) and FFH (LOCAL) located at <https://pol.tasb.org/Home/Index/361>.
7. **Background Checks:** All volunteers must complete an **annual** volunteer application that includes a criminal background check (online at www.dallasisd.voly.org). Partner is responsible for notifying the District if an assigned employee or volunteer is arrested or convicted of a felony, or misdemeanor involving moral turpitude, as defined by Texas law, as soon as possible but in no event less than 48 hours after Partner becomes aware of the arrest or conviction.
8. **Training:** Volunteers must attend volunteer orientation prior to placement.
9. **Agency:** Neither party is authorized or empowered to act as an agent for the other for any purpose and shall not, on behalf of the other, enter into any contract, warranty, or representation as to any matter. Neither party shall be bound by the acts or conduct of the other party.
10. **HB 793:** For companies that employ 10 or more full-time employees and the agreement has a value of \$100,000 or more to be paid in part or wholly from public funds, by executing this agreement the partner verifies that it does not boycott Israel, and that it will not boycott Israel during the term(s) of this agreement
11. **Data-Sharing or Research:** The sharing of student data and information requires the execution of a data sharing agreement. If data is to be collected for research purposes or students/teachers are to be surveyed, a written proposal must be submitted and approved by the District's Research Review Board.
12. **Scope of Work.** The scope of work is attached as **Exhibit A** and is hereby incorporated into this Agreement.
13. **Use of District's Intellectual Property.** Dallas ISD maintains ownership of all intellectual property rights. Partner may not use the District's name or logo, the Board members' names or images, and the names or images of students, staff, or facilities for any commercial advertising. The use of the District's intellectual property for non-commercial use requires the prior written consent of the Superintendent of Schools or designee.

14. Transactions with an Abortion Provider or Affiliate. Partner certifies that it is not an abortion provider nor an affiliate of the provider as noted in Texas SB 22, codified in Texas Government Code Chapter 2272, and effective September 2019. If this provision is violated by the Partner, Agreement and/or taxpayer resource transaction is voidable by Dallas ISD and Partner agrees to defend and indemnify Dallas ISD against any action brought by the Office of the Attorney General for a violation of Texas Government Code, Section 2272.003

15. Order of Precedence. In the event of a conflict, the following order of precedence shall be followed:
Approved Modifications to the Agreement, i.e. written amendments
Partnership Agreement and Exhibits
Data Sharing Agreement
Authorized Transaction documentation

16. Key Contacts. The contact information for the Parties is:
a. For Partner: _____ Evelyn Delgado, Chief Executive Officer, edelgado@hf-tx.org
b. For Dallas ISD: _____ Michael Ruiz, micruiz@dallasisd.org _____

17. Estimated value in funding provided to the District: The estimated value for this Agreement is \$15,750 per year of in-kind service/material or _____ funding.

This Agreement and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas, and the Parties hereto agree that venue shall be in Dallas County, Texas.

NEITHER THIS AGREEMENT, NOR ANY PART THEREOF, NOR ANY DISPUTE ARISING HEREUNDER, IS SUBJECT TO ARBITRATION.

Administrative approvals / Internal Use only

If required: Curriculum approval _____
Name Title Date

If required: Executive Director approval _____ Name
Title Date

Neither the execution of this Agreement by the District nor any other conduct of any representative of the District relating to the Agreement shall be considered a waiver of governmental immunities available to the District.

IN WITNESS WHEREOF, the Parties hereunto have executed the Agreement on the date indicated on the first page.

DocuSigned by:
Michael J Ruiz
9DEBE87F6F45461...
Signature, Dallas ISD Representative
Executive Director 1/27/2023 | 4:28 PM CST
Title Date

Evelyn Delgado
Signature, Partner Key Contact Person
CEO 01/26/2023
Title Date

Approval as to Form by Legal Services FOR DALLAS ISD ONLY:
DocuSigned by:
Candace Harbough
Signature
1/27/2023
Date

Scope of Work

Exhibit A

The partnering organization will communicate directly with high school campuses, grades 9-12, regarding after school Positive Prevention Plus reproductive and sexual health curriculum and programming, approved by the Board of Trustees at the May 2022 board meeting.

All programming and curriculum will be implemented in accordance with policy and board approval documentation. Campus contact will be logged onto a shared NTARUPT Collaborative Support Form.

The Partnering Agency

- The Partnering Agency may request meetings with principals and appropriate school staff such as the After School Program Coordinator, to discuss and describe the curriculum and potential delivery of programming using the board approved curriculum. The length of the program and the lessons that will be included in the program will be determined collaboratively by the Partnering Agency and the requesting campus.
- The Partnering Agency will work with the requesting principal and Campus After School Programming Coordinator to provide the after-school programming directly or to train the campus level presenter(s) (chosen by the principal) who will provide instruction over the curriculum to students.
- Upon request, the Partnering Agency will provide survey items for pre and post surveys to measure effectiveness of the after school programming, granting Dallas ISD the rights to modify items as needed for alignment with board policy and district goals/initiatives.
- The Partnering Agency will share all de-identified evaluation data with Dallas ISD following delivery of the curriculum, if a program evaluation is used.
- Through the Partnering Agency, Positive Prevention Plus shall, at no cost, arrange a seven-day digital review access to the Positive Prevention Plus High School curriculum, for each requesting Dallas ISD high school campus that requests delivery of the Positive Prevention Plus curriculum or curriculum training. The partner will arrange this access through Positive Prevention plus so that the curriculum will be accessible to teachers and the campus administration before, at the beginning of the initial training sessions or at any time before or after the training or programming has occurred, upon request by the campus administrator, after school coordinator, or any counselor or teacher working with the implementation of the after school program.. Positive Prevention PLUS does not offer digital access to the teacher edition curriculum for implementation purposes. Instructors will need to have a physical copy of the TE for implementation.
- The Partnering Agency will provide sets of curriculum (if physical copies are used) and licensing /digital access will be provided to each Dallas ISD campus requesting the after-school curriculum which will allow the teacher and student access to the curriculum.
- The Partnering Agency will provide additional sets of curriculum (if physical copies are used) and licensing /digital access will be provided to new campuses opening after the initial donation, who require the curriculum.
- The Partnering Agency will ensure they have distribution rights for use of the Positive Prevention Plus curriculum on high school curriculum.

- The Partnering Agency will remove the following lesson components before using the curriculum with students on any campus.
 - Remove links and references to teensource.org
 - Remove Chapter 7 Version 1 - omitting the Family Planning Chapter references abortions.
- Will provide training over lessons in the Positive Prevention Plus curriculum and training applicable to sexual health curriculum, to the requesting high school campus, at no cost to the district.
- Additional training will be scheduled collaboratively between a designated point of contact and the high school's campus administration and the partnering organization.
- The Partnering Agency will outline the process that will be available for parents to review the curriculum materials at any point prior, during, or after programming at a particular campus, pursuant to the Texas Education Code 28.004(j) and EHAA (LEGAL), and provide this process to the campus principal and After School Coordinator.
- The Partnering Agency will outline the process that will be available for parents who wish to purchase the curriculum materials at no cost to the District or the parent, as provided by the District's purchase agreement for the curriculum materials (pursuant to EHAA (LEGAL)), and provide this process to the campus principal and After School Coordinator.
- The Partnering Agency acknowledges that condoms may not be distributed in connection with instruction relating to human sexuality, pursuant to Texas Education Code 28.004(f).

Dallas ISD Campuses

- Participation is at the discretion of campus administration.
- The Dallas ISD high school campus will be charged with disseminating and collecting all parent consent forms from each student who will participate in after school instruction and/or programming over the programming instructional resources.
 - High School principals will be responsible for completing and submitting the [Campus Principal Approval form](#) before the first day of instruction on the campus where Positive Prevention Plus instruction will occur.
 - The [parental consent](#) may not be included with any other notification or request for written consent provided to the parent and must be provided to the parent no later than the 14th day before the date on which the human sexuality instruction begins.
 - The requesting campus will be responsible for ensuring that only students who have submitted a signed parental consent form showing that they may "Opt-In" to receive instruction, may participate in this optional after school program.
 - The requesting Dallas ISD campus will provide the appropriate space for the programming on the campus, and will answer any questions about the program that parents may have.
 - The requesting Dallas ISD campus will also ensure that appropriate campus personnel are present in the building to provide security and/or presence in the classroom.

Principal Consent Form for After School (Opt-In) Sexual Health Programming

Dallas Independent School District high school campuses may offer an after school program designed with an instructional emphasis on sexual health including pregnancy prevention and reducing the risks of sexually transmitted diseases (STDs). **Positive Prevention Plus** is the available after school program.

Positive Prevention Plus is an evidence-based sexual health curriculum that was designed to give adolescents the tools they need to reduce their risk of unintended pregnancy, HIV, and other STDs. The curriculum addresses the importance of healthy and rational choices relating to interpersonal relationships and sexual behaviors.

Positive Prevention Plus Lessons

The following lessons and activities have been approved for use.

Lessons and activities not listed should not be included in this Opt-In, Optional After School Program

Lesson 1: Life Planning

- Visualizing Your Future
- Creating a Life Plan

Lesson 2: Gender and Sexual Orientation

- Gender and Sexual Orientation
- LGBTQ+ Bias and Its Effects

Lesson 3: Healthy Relationships

- Love and Intimacy
- Healthy Relationships

Lesson 4: Relationship Abuse

- Consent
- Relationship and Violence Abuse
- Protect Yourself

Lesson 5: Human Trafficking

- Human Trafficking
- Sex Trafficking
- What Would You Do?
- Resources and Services

Lesson 6: Preventing an Unplanned Pregnancy

- Family Planning
- Contraception and Community Services
- Sexual Abstinence

Lesson 7: Teen Pregnancy: Choices and Responsibilities (Version 2)

- Prenatal Care and Parenting
- Alternatives
- Decision-Making

Lesson 8: The HIV/AIDS Epidemic

- HIV/AIDS Definitions
- HIV Transmission
- Safe Matches
- The Treatment of HIV Disease
- Persons Infected/Affected by HIV

Lesson 9: Preventing Sexually Transmitted Infections

- Overview of Sexually Transmitted Infections
- STI Testing
- STI Game Show

Lesson 10: Protection and Communication

- Using Condoms Correctly and Consistently
- External and Internal Condom Use
- Condom Success and Failure Rates
- Condom Negotiation Skills

Lesson 11: Media and Peer Pressure

- Media and Peer Pressures
- Assertiveness and Negotiation Skills

Lesson 12: Accessing Community Resources

- How Diseases are Spread
- Testing and Community Resources

Lesson 13: Steps to Success

- Lifeline Review
- Steps to Success
- Personal Contract

In regards to the opt-in, optional after school program described above, I have reviewed the curriculum components and approve this after school enrichment program which is focused on increasing healthy behaviors and decreasing risky behaviors in youth. I approve the use of the board-approved after school program and understand that for **Positive Prevention Plus**:

By providing my written consent for the campus to participate in either program, I understand and acknowledge the following:

- All participating students must submit a completed Opt-In form to attend any part of the program.
- All Opt-In forms should be received at least 14 days prior to the first day of programming.
- Parents have the right to remove their child from any portion of the program.

- Parents may schedule an appointment to meet with the After School Program Coordinator to discuss and review the curriculum.
- Campuses are responsible for collecting, organizing, and keeping completed Opt-In forms for at least 12 months.

I understand this form should be completed and submitted electronically to the Science & Wellness Department, sciencewellness@dallasisd.org, before the first day of instruction occurs for this program on campus.

Principal Name: _____

Principal Signature: _____

After School Program Coordinator: _____

Campus Name: _____ Start and End Dates for Program: _____

Dear Parent /Guardian,

Your child's high school campus will soon implement an after school, optional, opt-in program called **Positive Prevention Plus**. Positive Prevention Plus is an evidence-based sexual health curriculum that was designed to give adolescents the tools they need to reduce their risk of unintended pregnancy, HIV, and other STDs. The curriculum addresses the importance of healthy and rational choices relating to interpersonal relationships and sexual behaviors.

Below are the lessons that will be covered during the program. The Positive Prevention Plus curriculum is available if you wish to review it. Please contact your child's campus if you have any questions or would like to schedule an appointment with the After School Program Campus Coordinator to discuss, review, or purchase a copy of the curriculum.

Positive Prevention Plus Lessons

Lesson 1: Life Planning

- Visualizing Your Future
- Creating a Life Plan

Lesson 2: Gender and Sexual Orientation

- Gender and Sexual Orientation
- LGBTQ+ Bias and Its Effects

Lesson 3: Healthy Relationships

- Love and Intimacy
- Healthy Relationships

Lesson 4: Relationship Abuse

- Consent
- Relationship and Violence Abuse
- Protect Yourself

Lesson 5: Human Trafficking

- Human Trafficking
- Sex Trafficking
- What Would You Do?
- Resources and Services

Lesson 6: Preventing an Unplanned Pregnancy

- Family Planning
- Contraception and Community Services
- Sexual Abstinence

Lesson 7: Teen Pregnancy: Choices and Responsibilities (Version 2)

- Prenatal Care and Parenting
- Alternatives
- Decision-Making

Lesson 8: The HIV/AIDS Epidemic

- HIV/AIDS Definitions
- HIV Transmission
- Safe Matches
- The Treatment of HIV Disease
- Persons Infected/Affected by HIV

Lesson 9: Preventing Sexually Transmitted Infections

- Overview of Sexually Transmitted Infections
- STI Testing
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Lesson 10: Protection and Communication

- Using Condoms Correctly and Consistently
- External and Internal Condom Use
- Condom Success and Failure Rates
- Condom Negotiation Skills

Lesson 11: Media and Peer Pressure

- Media and Peer Pressures
- Assertiveness and Negotiation Skills

Lesson 12: Accessing Community Resources

- How Diseases are Spread
- Testing and Community Resources

Lesson 13: Steps to Success

- Lifeline Review
- Steps to Success
- Personal Contract

Please complete the form below to indicate whether your child may participate in the unit. Return the completed form to your child's After School Program Campus Coordinator before the first day instruction for the After School Program.

Please be advised that you may remove your child from any part of that instruction without subjecting the child to any disciplinary action, academic penalty, or other sanction imposed by the district or the student's school.

For ways to get involved with the selection of curriculum on your child's campus, please speak with the After School Campus Coordinator.

EHAA (Legal) states that the board shall select any instruction relating to human sexuality, sexually transmitted diseases, or human immunodeficiency virus (HIV) or acquired immune deficiency syndrome (AIDS) with the advice of the SHAC.

The instruction must:

1. Present abstinence as the preferred choice of behavior for unmarried persons of school age.
 2. Devote more attention to abstinence than to any other behavior.
 3. Emphasize that abstinence is the only method that is 100 percent effective in preventing pregnancy, sexually transmitted diseases, infection with HIV or AIDS, and the emotional trauma associated with adolescent sexual activity.
 4. Direct adolescents to a standard of behavior in which abstinence before marriage is the most effective way to prevent pregnancy, sexually transmitted diseases, and infection with HIV or AIDS.
 5. Teach contraception and condom use in terms of human use reality rates instead of theoretical laboratory rates, if instruction on contraception and condoms is included in curriculum content.
-

Following the review of the Positive Prevention Plus lessons, I am choosing to have my child participate in the human sexual health unit offered as an optional, opt-in after school enrichment program.

Name of Student: _____

Name of Campus: _____

Parent / Guardian Name: _____

Parent / Guardian Signature: _____

Date: _____

Redaction Log

Total Number of Redactions in Document: 3

Redaction Reasons by Page

| Page | Reason | Description | Occurrences |
|------|---------|--|-------------|
| 2 | 552.136 | Confidentiality of Credit Card, Debit Card, Charge Card and Access Device Numbers. | 2 |
| 3 | 552.136 | Confidentiality of Credit Card, Debit Card, Charge Card and Access Device Numbers. | 1 |

Redaction Log

Redaction Reasons by Exemption

| Reason | Description | Pages (Count) |
|---------|---|------------------|
| 552.136 | Confidentiality of Credit Card, Debit Card, Charge Card and Access Device Numbers. | 3(1) 2(2) |