

B
 BROKEN ARROW PUBLIC SCHOOLS  
*Educating Today* R *Leading Tomorrow*

Contract Committee Review Request  
 MUST BE COMPLETED IN FULL

Date: 04/03/2024

Contract/Agreement Vendor:   
Name of Vendor & Contact Person  
  
Vendor Email Address

Describe Contract (Technology, program, consultant-proj Development, etc.)

Please use Summary below to fully explain the contract purchase, any titles, and details for the Board of Education to review.

Reason/Audience to benefit

BOE Date Amount of agreement

Person Submitting Contract/Agreement for Review:

PLEASE SEND THROUGH APPROPRIATE APPROVAL ROUTING BEFORE SENDING TO BOARD CLERK

Principal &/or Director or Administrator:

Does this Contract/Agreement utilize technology? YES  NO   
 If yes, Technology Admin: \_\_\_\_\_

Cabinet Team Member:

Funding Source:    
Fund/Project OCAS Coding

**Consent**  
 **Action**

Accept and Approve Agreement between Broken Arrow Public Schools and Tulsa City-County Health Department beginning on July 1, 2024 and ending on June 30, 2025. TCCHD will provide a comprehensive school health program for Pre-K through 5th grade students to improve overall health and academic achievement. The program goals include: improve student skills in health education, support teacher and staff development in health education and improve school attendance and performance. There is no cost to the district.  
 - R. Kaiser

**Summary** This area must be complete with full explanation of contract

*The Contract/Agreement should be received at least 2 weeks prior to a Board Meeting to ensure placement on the Agenda. The Contract Committee meets most Tuesdays at 8:00a.m. All Contracts/Agreements, regardless the amount, must be first approved by the Contract Committee and then presented to the Board of Education for approval and signature. The item will be placed on Electronic School Board for the board agenda by Janet Brown. By following this process, the liability of entering into an agreement is placed with the district rather than an individual.*

**AGREEMENT BETWEEN THE  
TULSA CITY-COUNTY HEALTH DEPARTMENT  
AND  
BROKEN ARROW PUBLIC SCHOOLS  
SCHOOL HEALTH PROGRAM**

This Agreement ("Agreement") is entered into between the Tulsa City-County Health Department, a political subdivision of the State of Oklahoma, referred to herein as "TCCHD," and Broken Arrow Public Schools, a political subdivision of the State of Oklahoma, referred to herein as "School."

1. **Agreement Purpose.** The purpose of the Agreement is to implement the Tulsa Health Department School Health Program, referred to herein as "Program," in an elementary and intermediate school for the comprehensive school health program. The Program is for Pre-Kindergarten through grade 6 elementary school students to improve overall health and academic achievement of Tulsa County school-aged children in collaboration with students, parents, schools, and the community by aligning learning and health through comprehensive health education. TCCHD will also provide technical assistance and/or professional development trainings to other schools in the district to offer information on health promotion and wellness as it relates to the Whole School, Whole Community, Whole Child Model.
2. **Agreement Term.** The Agreement will be performed commencing on July 1, 2024 and ending June 30, 2025.
3. **Program Goals.**
  - a. Program goals include:
    - i. Improve student skills in health education;
    - ii. Support teacher and staff development in health education; and
    - iii. Improve school attendance and performance as well as reduce behavioral referrals to the office.
4. **Positions Funded. Assigned.** Subject to receipt of funding, TCCHD will fully fund and provide a School Health Manager, Health Education and Promotion Specialist, and/or additional support staff, who will be employees of TCCHD.
  - a. The Health Education and Promotion Specialist will facilitate skills-based health education lesson in schools.
  - b. The aforementioned employees will work in all of the elementary schools in the district under the supervision of the schools' principals and TCCHD and, will work with the schools to adopt an appropriate schedule.
  - c. Other health professionals, some employed by TCCHD or interns, anticipated to aid in implementation of the Program include dietitians, child development specialists, psychologists, OU nursing students and outreach staff.

- d. The parties acknowledge that the Program, as implemented at each school, may look different due to varying allocations of resources and needs as identified by school principals and staff.
  - e. In addition to funding the Health Education and Promotion Specialist, and TCCHD will also provide program curriculum, program incentives and any other necessary program components.
  - f. Expanded learning resources and programming are available if requested.
  - g. Staff can provide professional development trainings on various topics such as: Action Based Learning, Teambuilding, Physical Education, Nutrition, Whole School, Whole Community, Whole Child (WSCC) model and/or other health education topics as requested.
5. **Supervision, Ultimate Control over Positions.** Program activities for which the Health Education and Promotion Specialist are responsible for will be coordinated through each school's administration. Program components, including handouts, incentives and presentation materials will be subject to the review and approval of the school.
- a. The Program is based upon the Center for Disease Control's Whole School, Whole Community, Whole Child Model with ten areas of focus including health education, physical education and physical activity, nutrition environment and services, health services, social and emotional climate, counseling, psychological and social services, physical environment, employee wellness, family engagement and community involvement.
    - i. Program development for the nutrition and healthy eating component will be coordinated with the Child Nutrition department at the district.
    - ii. The Health Services component of the Program is designed to ensure access or referral to primary health care services.
    - iii. Provide community resources to address referrals to improve the mental, emotional, and social health of students and families.
    - iv. The Health Education component addresses the physical, mental, emotional and social dimensions of health (*i.e.* Life Skills, nutrition, oral health, and fitness information).
    - v. To address the Family Engagement/Community Involvement component, the Program follows an integrated school, parent and community approach for enhancing the health and well-being of students.
    - vi. The School Health Program can participate in parent outreach events where the aforementioned components will be covered so the students can be supported and encouraged at home and throughout the school day, one which may be Literacy and Math nights at the schools throughout the year. The schedule is based on a first come, first served basis.
    - vii. As mentioned previously, various community members, members of the mandated Healthy & Fit Advisory Committee and members of the TCCHD will assist in various aspects of program planning and implementation. Community partners that are involved in school events are subject to approval by the School.
    - viii. Employee wellness will be offered with opportunities to participate in the program to improve their health as well.

- ix. The ancillary services of the Program include a variety of services that address the physical, emotional and social conditions that affect the well-being of the students and staff.
  - x. The School Health Program will be taking photographs and videos for use on its website, social media and presentations to give its audience a visual representation of the School Health Program. Parental consent includes permission to use photographs and video clips of students.
  - xi. If the School Health Program assists school in the development and implementation of an Action Based Learning Lab, School agrees to share unidentified student data with TCCHD.
- b. The Health Education and Promotion Specialist, will be indirectly supervised by the principals of the elementary schools participating in the extended Program, but subject to the supervision by and reporting to, along with ultimate direction and control of TCCHD's School Health Manager, in the event of conflicting directions.
- i. TCCHD and School will collaboratively identify additional community resources to enhance the Program and will be represented jointly in publications.

6. **Responsibilities of School.**

- a. TCCHD is available to participate in meetings or programming that have a direct impact on program offerings.
- b. The School Health Program requires each school within the District wishing to partner with the School Health Program to complete a School Health Program Readiness Assessment. School agrees to accomplish this between May 1 and August 18 of each year.
- c. School agrees to provide adequate workspace for the Program to work independently and as deemed appropriate and similar to other school personnel.
- d. Schools will agree to provide aggregate data on test scores, absenteeism rates, behavioral referrals or any other appropriate data to be used for overall evaluation of the Program.

7. **Contact Persons.**

- a. Designated contact persons for TCCHD include:

Charley Daniel  
School Health Manager, School Health Program  
Tulsa City-County Health Department  
5635 North Martin Luther King, Jr. Blvd.  
Tulsa, OK 74126  
Tele: 918/595-4084

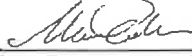
- b. Designated contact persons for Broken Arrow Public Schools will be the principal at each School.

8. **Evaluation of Program.** Evaluation of Program by TCCHD Health Data & Policy, as requested and as appropriate. School agrees to cooperate with TCCHD by making staff and information available as needed to attain a meaningful evaluation of Program. Evaluation of the Program will be conducted in cooperation with the District. Cross sharing of the data will be accomplished through reporting and publications of the findings. Schools will agree to share Fitness Gram, STAR, other related test scores, and/or data collected from the Action Based Learning (ABL) with TCCHD. Refer to 5a(xi) and 6d above.
9. **Amendments.** Any modifications or amendments to this Agreement shall be in writing, dated and executed by both parties.
10. **Non Discrimination.** The parties agree to the extent applicable to comply with Executive Order 11246 entitled "Equal Employment Opportunity," as amended by Executive Order 11375, Executive Order 11141, and as supplemented in Department of Labor Regulations (CFR Part 60) certifies that all services are provided without discrimination on the basis of race, color, national origin, creed, sexual orientation, political affiliation, age, sex, ability to pay or handicap. In addition, the parties certify compliance with the provisions of Titles VI and VII of the 1964 Civil Rights Act and Section 504 of the Rehabilitation Act 1973, the Age Discrimination Act of 1975, the Hatch Act, the Pro Children Act of 1994, Drug Free Workplace Act of 1988, the American with Disabilities Act of 1990, Title IX or the Education Amendments of 1972, 31 U.S.C. Section 1352, Public Law 105-78, and the Single Audit Act of 1984; as applicable.
11. **Relation of the Parties.** It is the express intention of the parties hereto that this Agreement shall not be construed as, or given the effect of, creating a joint venture, partnership or affiliation or association that would render the parties liable as partners, agents, employer-employee or otherwise create any joint and several liability. The parties intend that each shall be responsible for its own intentional and negligent acts or omissions to act. The parties shall be responsible for acts and omissions to act of their respective officers and employees while acting within the scope of their employment according to the Oklahoma Governmental Tort Claims Act.
12. **Confidentiality of Protected Health Information ("PHI").** Both parties agree to abide by the applicable provisions of the Health Insurance Portability and Accountability Act of 1990 ("HIPAA") requirements to:
  - not use or further disclose PHI except as permitted in this Agreement or as required by law, and in such cases, disclose only the minimum necessary;
  - protect and safeguard from any oral and written disclosure all confidential information, regardless of the types of media on which it is stored;
  - use appropriate safeguards to prevent use or disclosure of PHI, unless required by law;
  - make PHI needed for evaluations and treatments available to Provider; and
  - except as otherwise limited in this Agreement, allow Provider to use or disclose PHI to perform the functions, activities and services for or on behalf of the District as specified in this Agreement, provided that such use or disclosure would not violate HIPAA provisions.

**BROKEN ARROW PUBLIC SCHOOLS**

**TULSA CITY-COUNTY HEALTH DEPARTMENT**


By: \_\_\_\_\_  
President  
Board of Education

By:  \_\_\_\_\_ Marcus Anderson  
2024.04.02 14:38:55 -05'00'  
Marcus Anderson, Associate Director  
of Maternal Health and Child Health  
Tulsa City-County Health Department

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

Date: 4/2/24 \_\_\_\_\_

**Approved As To Form:**

By:  \_\_\_\_\_ 2024.04.02 14:31:25  
-05'00'  
Chanteau Orr, Legal Counsel  
Tulsa City-County Health Department

**GRADE:** 12  
**OFFICE:** MATERNAL & CHILD HEALTH  
School Health/It's All About Kids (IAK)

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**POSITION SUMMARY:**

Primarily responsible for guiding schools in the implementation of the Whole School, Whole Community, Whole Child (WSCC) model and developing, presenting and providing programs and interventions that promote school health and wellbeing to schools, staff, students, parents and community members.

**PRINCIPAL DUTIES/RESPONSIBILITIES:**

The following functions represent the majority of the duties and responsibilities of this position. All employees must maintain a commitment to the THD's mission, vision and strategic goals. This summary is not meant to be all-inclusive or prevent other duties from being assigned when necessary.

**ESSENTIAL JOB FUNCTIONS (95% of Time):**

1. Secures information or materials needed to present educational programs; prepares lesson plans, presentations, and skills-based activities on health-related topics; and operates audio/visual equipment in presentation of educational programs, as needed.
2. Promotes Tulsa Health Department's programs to individuals in Tulsa County schools and works with existing Health Department programs to promote health and education in schools.
3. Provides support to other School Health staff in preparation and presentation of programs.
4. Assists in implementation of the 10 Whole School, Whole Community, Whole Child (WSCC) components of the School Health program.
5. Participates in before school, evening and weekend events including: Assemblies, School Functions, Community Health Fairs, Community Events, Coalition Meetings, etc.
6. Plan, develop and implement prevention programs that include teachers, administrators, parents and students.
7. Coordinates the scheduling of WSCC components among the various school sites within all partnering school districts offering the School Health program, while keeping the School Health Manager informed of any concerns/problems.
8. Collaborates with school staff to develop effective prevention programming for students in an individual or group setting.
9. Provides professional development training for teachers and staff in Tulsa County (i.e., Incorporating Movement into Core Curriculum, WSCC Model Implementation, Physical Education, Action Based Learning, Nutrition Education, etc.).
10. Recruits and sustains Expanded Learning programs. This will include finding new sites each year, facilitating and/or training the staff at each site, assisting in collecting data, and performing observations.
11. Offers support or guidance in administering group-standardized tests, such as Fitness Gram, in accordance with district testing program, as appropriate.
12. Assists in skills-based health education curriculum development as needed for the School Health program.
13. Maintains professional competence through in-service education activities provided by the district and self-selected professional growth activities.

14. Coordinates specific collection of program data to support the evaluation of the School Health program.
15. Participates in school committees such as the Healthy and Fit Advisory Committee or Safe and Healthy Schools to offer resources for WSCC components.
16. Completes required training in support of duties and responsibilities of this position.
17. Other duties as assigned including those required to fulfill activities in support of public health emergency operations.

**SECONDARY JOB FUNCTIONS (NON-ESSENTIAL – 5% of Time)**

1. Assists and/or coordinates IAK School Health programming with other divisions.
2. Develops/designs educational materials and programs; and assists in design and production of professional and lay materials, such as posters, exhibits, leaflets, publications, and multimedia presentations.

**QUALIFICATIONS / SPECIFICATIONS:**

**Education:** Baccalaureate degree in health education and promotion, education, child development, nutritional science, dietetics, public health or a related field is required. Current certification as a Certified Health Education Specialist through the National Commission for Health Education Credentialing, Inc. is preferred.

**Experience:** Experience in education, public speaking, program development, curriculum development, and communication skills preferred.

**Knowledge & Skills:**

- Communicate effectively orally and in writing with diverse populations and age groups.
- Public speaking, including radio/television interviews.
- Public relations for promotion of the Tulsa Health Department and its programs to schools and the community.

**Licenses:** Valid Oklahoma driver's license and reliable transportation.

**INTERNAL AND EXTERNAL WORKING RELATIONSHIPS:**

- Internal contact with associate director, supervisors, and employees concerning School Health programming.
- External contact with the public to give health information or make referrals.

**PHYSICAL EFFORT:**

- Reaching above shoulder height to adjust video equipment and reach supplies, stooping, and lifting boxes of materials weighing up to 30 pounds.
- Must be able to stand for an extended period of time (60 minutes) in order to teach in various classroom settings.
- Must be able to perform basic motor movements such as walking from vehicle to building and occasionally climbing stairs.



***SUPERVISORY RESPONSIBILITY / ACCOUNTABILITY:***

Direct Supervision – None.

Indirect Supervision – None.

Budget/Money/Material – Responsible for assigned equipment.

Reports to – School Health Manager or Supervisor.

***WORKING CONDITIONS:*** No unusual working conditions.

***SPECIAL REQUIREMENTS:***

- Must maintain THD record confidentiality according to HIPAA regulations.
- Must possess ability and willingness to perform work-related travel.
- Must be available for occasional work outside of the normal office hours including mornings, evenings and weekends.

***FLSA Status: Exempt***