



## **Regular Meeting - Sep 16 2025 Minutes**

Tuesday, September 16, 2025 at 4:00 PM

Park City School District Offices

Page

### **1. Call to Order/Pledge of Allegiance**

#### **1.1 Call to Order**

Board President Reed called the meeting to order at 4:10 p.m.

#### **1.2 Pledge of Allegiance**

Member Reed led the Pledge of Allegiance.

### **2. Discussion**

#### **2.1 Facility Update**

JD Simmons, Senior Project Manager with MOCA, provided an update on Treasure Mountain Junior High. Although they had targeted the demo for the 15th, it has been pushed to September 22. Safety measures for the demolition include: a perimeter established around TMJH, water trucks or cannons to keep the dust down, as well as designated routes for the trucks coming in and out of the facility. Turf for the fields is scheduled to be delivered the middle of October.

Member Britton asked what happens when the weather turns bad and they can't finish. JD said he thinks they will get the turf done without any problem. They have had some issues with excavation due to hitting peat, but they are dealing with that issue and testing soil as required.

PCHS finishes continue and appear to be on track.

EHMS is for the most part done, just a few end-of-project things that we are moving forward with.

## 2.2 Teacher of the Year

Park City Teacher of the Year, Joanna Andres, introduced herself to the Board and shared the expectations for her year of service as Utah's 2026 Teacher of the Year. Joanna is very excited about this experience and looking forward to getting started. This is a year of service, and her goal is to recognize educators in our district first, and then positively represent the district. Her mission is to acknowledge and show appreciation for educators.

Joanna teaches AP Government and Criminal Law at PCHS. We don't shy away from current events, and the course is very discussion-based. Students learn to be professional and talk to people about hard things. Our kids are surrounded by negativity and ugliness, and I want my room to be a place where they realize what they control and what they don't.

President Reed asked about the balance between Teacher of the Year and teaching. Joanna said there will have to be some balancing, but her students are always the most important.

## 2.3 Park City Education Foundation MOU

11 - 18

Director, Ingrid Whitley, presented key points from the draft Memorandum of Understanding. Ingrid explained the purpose of PCEF, and they are currently funding \$1.8M to the District for programs such as PreK, PCCAPS, Latons in Action, etc, in fact, over 100 programs.

The current MOU was adopted in June of 2022. Within the MOU there is a clause that states it is to be revised/renewed every two years, which is why we are here. What has been

provided is a draft, and the PCEF Board has not seen this yet, but we do have time to make further edits and revisions. This MOU outlines PCEF's responsibility to PCSD and PCSD's responsibility to PCEF.

### Memorandum of Understanding

#### 2.4 Open Enrollment Update

Dr. Carolyn Synan, Executive Director of Student Services, provided an overview of the open enrollment numbers for the year.

We currently have 195 open enrollment students throughout the district, and this includes 91 new applications.


#### 2.5 Calendar Committee Update


Superintendent Huntsman shared information from the Calendar Committee.

The first meeting was held yesterday for the first time with the committee that is made up of employees as well as parents. Some priorities include never starting school on a Monday, embedding more PD days for teachers, February Break, what is the sentiment in the community, and can we modify this to get out of school before Memorial Day? We have to meet the requirement of 180 days and build in two snow days. Continue to honor the Jewish Holidays. Next step, push out a couple of options for the calendar and get feedback. We may want to reconsider Friday early outs. This is not the optimum time for our teacher learning.

#### 2.6 Board Retreat Recap

19 - 20

Superintendent Huntsman provided a recap of the [Board Retreat](#).  As the work continues with administrators, the group will be brought back together to look at key indicators moving forward as a district.

- 2.7 Board Committee Assignments 21  
The Board reviewed committee assignments and made a few adjustments. [Committee Assignments](#) 



### 3. Consent Agenda

- 3.1 The Board approved the Consent Agenda as presented.  
The Board may make a motion to approve the Consent Agenda.

*Moved by:* Nick Hill

*Seconded by:* Eileen Gallagher

**Motion Carries**

- 3.2 Regular Minutes of August 19, 2025
- 3.3 Special Session (Board Retreat) August 29, 2025
- 3.4 Travel Requests 22 - 34  
LEA Specific Licensed Employees  
[Approval of Standing Purchase Orders](#)   
[Approval of Emergency Procurement](#)   
Personnel  
[Check Registers of August 2025](#)   
Board Revenue and Expenditures of August 2025  
[August Revenue](#)   
[August Expense](#)   
New Hires  
Admin Hires

Name	Location	Position	FTE
Amie Campbell	DO	Assistant Student Services Director	1.0



Classified  
Hires

Name	Location	Position	FTE
Kensley Dalton	EHMS	Instructional Assistant - SPED	..825
Alexis Moon	PCAC	Club Swim Coach	.7375
Zachary Blaszak	PCHS	Instructional Assistant - SPED	.875
Terry Tyson	PCHS	Instructional Assistant - SPED	.875
Kara Walker	EHMS	Instructional Assistant - MLL (one year only)	.7375
Luisa Santos De Jesus	EHMS	Instructional Assistant - MLL	.7375
Amy Brindley	MPES	Instructional Assistant - Preschool	.50
Shawna Yazzie	TSES	After School Assistant	.4875
Zachary Dean	MPES	After School Assistant	.4875
William Hanahan	TSES	After School Assistant	.4875
Pamel Zamarripa	PCLC	Behavior Support Technician	.875
Shaan Johnson	EHMS	Hall Monitor	.7375
Chuck Steele III	TRAN SP	Sub Bus Driver	NA

Karim Morrison	PCHS	Outreach Coordinator	1.0
Kate Lockard	MPES	Admin Assistant - Preschool	1.0
Ezra Plunkett	TRAN SP	Sub Bus Driver	NA
Callie Platt	PCEF	Development Associate	1.0
Carolyn Ann Davis	PCEF	Senior Development Manager	1.0
Ryan Whiteneck	TRAN SP	Sub Bus Driver	NA
Jonas Wright	TRAN SP	Sub Bus Driver	NA
Daisy Casarrubias	MPES	Instructional Assistant - One year only	.7375
Julie Manning	TSES	Instructional Assistant - preschool	.50
Alycia Reed	PPES	Instructional Assistant	.7375
Raul Figueroa	PCHS	Instructional Assistant - SPED	.825
Raenell Jones	EHMS	Instructional Assistant - SPED	.825

#### **4. Public Comment 5:00 PM**

##### **4.1 Guidelines for Public Comment**

The Board of Education wants to hear live input from community members at our meetings. In order to respect and preserve the time allotted to each presenter on the agenda, each speaker will be limited to three (3) minutes. Speakers representing a group will be limited to five (5) minutes.

The Board of Education expects that all public comments will be polite, respectful, and accurate. Please refrain from specifically identifying personnel. Personnel issues are not appropriate for public comments; therefore, such comments will not be allowed.

## **5. Monthly Reports**

This time has been set aside for employee group reports.

### **5.1 Student on the Board Report**

Lila Owens presented the Student Council report. PCHS is celebrating Homecoming this week, so there are many activities for students to participate in.

Student Council donated \$500 to the National Ability Center. They have also launched their fall fundraiser, which is Souls for Soles, collecting shoes and other items for those in need.

### **5.2 Employee Group Reports**

Jason Jensen, Secretary Treasurer for PCCEA. ESPs are feeling a bit strained this year. With all of those challenges, employees are excited and doing their best. While there has been many changes, we are hitting the ground running.

Jennifer Riggs, PCEA Representative-PCEA is appreciative of being invited to the Superintendent Advisory Committee. Everything is really positive, and teachers are getting into their routines. We are grateful for the support of SRO, Counselors, and resources for students and staff, especially in light of recent school shootings.

### **5.3 Superintendent Report**

Superintendent Huntsman provided her monthly report. She highlighted an email she received from USBE highlighting MLL students who met their annual growth results. Many activities are going on throughout the District, and students are

35 - 44

engaged and learning.

National Merit Semifinalists for the Class of 2026  
Nolan Conneally, Cohen Flach, Henry Hayes, Weijia Li, Owen Osorio, Sonja Preston, and Parker Taix.

Very excited to announce Utah Teacher of the Year 2026  
Joanna Andres, Park City High School.

Superintendent conversations this morning at Blair Education Center, where community members can attend and ask any questions they may have. These meetings will continue quarterly.

PCHS Open House is scheduled for October 9, 2025, at 5:00 p.m.

Community Alliances this week is Coffee Campers, sponsored by PCEF. Live Like Sam, another community partner, Gala is September 27 at the Grand Hyatt, Deer Valley.

[report.](#) 


6. **Policies for Posting**

The Board may approve the policies for posting.

*Moved by:* Nick Hill  
*Seconded by:* Eileen Gallagher

**Carried**

- 6.1

Policy 1007 Environmental Regulation Plan has been reviewed by the Policy Committee, and the policy is now before the Board for posting.  
[1007 Environmental Regulation Plan](#) 

45 - 48
- 6.2

Policy 3013 Bullying, Cyberbullying, Harassment, Hazing, Discrimination, and Retaliation has been reviewed by the Policy Committee, and the policy is now before the Board for

49 - 60

posting.

[3013 Bullying, Cyberbullying, Harassment, Hazing, Discrimination and Retaliation\(EN\)](#) 

- |     |   |         |
|-----|---|---------|
| 6.3 | Policy 3014 Recording of Meetings or Interactions is a new policy that has been reviewed by the Policy Committee, and it is now before the Board for posting. | 61 - 62 |
|-----|---|---------|

[3014 Recording of Meetings or Interactions](#) 

- |     |   |         |
|-----|---|---------|
| 6.4 | Policy 5005 Building Access and Security has been reviewed by the Policy Committee, and the policy is now before the Board for posting. | 63 - 64 |
|-----|---|---------|

[5005 Building Access and Security](#) 

- |     |   |    |
|-----|---|----|
| 6.5 | Policy 7021 Clothing Allowance is a new policy that has been reviewed by the Policy Committee, and is now before the Board for posting. | 65 |
|-----|---|----|

[7021 Clothing Allowance](#) 

- |     |  |         |
|-----|--|---------|
| 6.6 | Policy 9065 Volunteers in Schools is before the Board for posting. | 66 - 67 |
|-----|--|---------|

[9065 Volunteers in the Schools](#) 

## 7. Policies for Adoption

The following polices has been posted and is now before the Board for adoption.

The Board may approve the policies for adoption.

*Moved by:* Nick Hill

*Seconded by:* Eileen Gallagher

**Carried**

- |     |   |         |
|-----|---|---------|
| 7.1 | Policy 10090 Prohibition of Corporal Punishment | 68 - 76 |
|-----|---|---------|

[10090 Prohibition of Corporal Punishment](#) 

## 8. Adjourn

Meet was adjourned to the next Regular Meeting of October 14, 2025.

*Moved by:* Nick Hill

*Seconded by:* Kathleen Britton

**Motion Carries**

**9. Video Recording of the Meeting**

*Meredith Reed*

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Board President

**Memorandum of Understanding  
Park City Education Foundation and Park City School District  
Effective as of July 1, 2026 - May 31, 2028**

This Agreement is entered into by the Board of Education of Park City School District ("Board" and "PCSD" respectively) and the Park City Education Foundation ("PCEF").

**RECITALS**

WHEREAS, Utah law provides local school boards with the legal authority to establish public education foundations. (Utah Code §§ 53G-4-401; 53E-3-403.)

WHEREAS, in 1990, prior to the adoption of the above-referenced Utah statutes, PCEF was incorporated by the then-Superintendent of PCSD as an independent Utah nonprofit corporation for the following purposes, as described in PCEF's Articles of Incorporation dated July 9, 1990: "to promote, sponsor and carry out educational, scientific and charitable purposes and objectives; and it may, but not in limitation of the foregoing, receive hold, own, manage, use, purchase, mortgage, pledge and dispose of property of all kinds, real, personal, and intangible, whether held absolutely or in trust, or by way of agency or otherwise, for the benefit of Park City School District and the educational, scientific and charitable activities and any or all of them that may be conducted by the Park City School District."

WHEREAS, PCEF has been, and remains, recognized by the Internal Revenue Service as an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and a public charity under Code Section 509(a).

WHEREAS, the parties recognize that PCEF and PCSD are each separate and independent entities, and that PCEF was not established under, or subject to, Utah Code 53E-3-403.

WHEREAS, PCSD has historically been, and presently remains the employer of certain individuals who are assigned and allocated to support the mission and activities of PCEF for the benefit of PCSD ("PCEF Allocated Staff").

WHEREAS, the parties previously entered into a certain Memorandum of Understanding covering the period of July 1, 2022 through December 31, 2025 in recognition that PCSD and PCEF are separate entities and would benefit from a mutually supportive partnership between them.

WHEREAS, the parties desire to renew their written agreement to promote clarity, accountability, and mutual understanding for both parties, as the starting point for a collaborative process for assessment and strategic thinking about how PCEF and PCSD can continue effectively to work together in furtherance of PCEF's charitable purposes and the mission and purposes of PCSD.

## **AGREEMENT**

Based on the foregoing recitals, and in consideration of the obligations, duties and acknowledgments herein, the parties agree as follows:

### **A . PCSD Responsibilities**

As the governing body of PCSD, the Board agrees as follows:

1. PCSD will share with PCEF appropriate documentation that identifies priorities and projects, along with resource requirements, so that PCEF may align its programs and campaigns consistent with the strategic direction of the Board/PCSD. Planning/strategy sharing will take place each spring as budget conversations occur.
2. PCSD shall provide information, input, and support to PCEF on all PCEF campaigns intended to benefit current PCSD students, families, and teachers, in an effort to maximize opportunities for enhancing gift potential and donor relations.
3. PCSD shall allow PCEF to use its facilities for PCEF activities and programming, consistent with PCSD policies and procedures.
4. PCSD shall support PCEF operating costs by:
  - a. Providing financial professional development support for PCEF's President/CEO (a single position) at the same level as PCSD district office administrators.
  - b. Providing mobile phone and service for PCEF's President/CEO at the same level as for PCSD district office administrators.
  - c. Providing technical support for PCEF's office—including support with internet, computers, and printers.
  - d. Processing all payroll and benefit eligible expenses through PCSD for PCEF Allocated Staff.
  - e. Contributing, out of its own budget, a total of \$180,000 per fiscal year, starting in fiscal year 2026, and increasing by 4% each fiscal year during the duration of this agreement, to be used for salary and benefit expenses for PCEF Allocated Staff. PCSD funds shall be used only in support the functions of PCEF Allocated Staff related to current PCSD students, families and teachers. PCSD and PCEF could agree to a higher annual escalation as might be justified.
5. PCSD shall share program data on PCEF's investments—as requested by PCEF—to facilitate conversations with donors, supporters, and PCSD/PCEF team members.



6. PCSD shall support PCEF's District-wide or new pilot initiative investments by identifying a single point-person to support the management of program investments (on behalf of PCSD) or by assigning responsibilities to PCSD team members in order to increase communication, collaboration, problem-solving, and accountability.

7. Subject to any limitations of federal or state law and PCSD policy, PCSD shall provide PCEF with annually updated directory information for students and their parents/guardians. In the event PCEF requests personally identifiable student data that has not been designated as directory information, PCSD shall collaborate with PCEF in good faith to determine whether such information can be shared, and if so, under what circumstances, and what additional controls are necessary to appropriately safeguard the privacy of such information consistent with applicable law.

8. PCSD shall use reasonable efforts to recognize PCEF-funded programs in PCSD created collateral including but not limited to social media and newsletters and to coordinate with PCEF regarding same.

#### **B. PCEF Responsibilities**

PCEF agrees to the following:

1. PCEF will at all times maintain its status as a Utah nonprofit corporation exempt from taxation under Code Section 501(c)(3) and a public charity under Code Section 509(a).

2. PCEF agrees to use its best efforts to solicit, collect, invest, and administer funds for PCEF, which shall be used to support programs in PCSD that "go beyond what public education funding provides."

3. PCEF agrees that it will contribute more to PCSD than PCSD contributes to the support of PCEF and will otherwise maintain sufficient independence from PCSD so as to accomplish its mission of supporting PCSD without being, itself, a government instrumentality.

4. PCEF recognizes PCSD, including its students, teachers, alumni, and families of PCSD students, as the sole beneficiaries of its charitable programs and activities. PCEF represents that it shall take such steps as may be necessary to ensure that its charitable activities are consistent with, and not contrary to, its Articles of Incorporation and corporate bylaws.

5. PCEF acknowledges that each member of its Board of Directors owes PCEF fiduciary duties with respect to the operation of PCEF.

6. PCEF shall, in PCEF's sole discretion, make independent decisions regarding program investments.

7. PCEF shall, at PCEF's sole discretion, support PCSD-sponsored programs by accepting gifts and grants for amounts in excess of \$10,000, for programs that are NOT also supported by PCEF investments. PCEF may apply a reasonable pass-through fee to such gifts and grants; provided, however, that PCEF may not impose or subject any such gifts or grants to a pass-through fee without the prior approval of PCSD Superintendent or Business Administrator.

8. PCEF will comply with all policies, procedures, or requirements of PCSD as it relates to the use of student personally identifiable information, including but not limited to directory information, and if necessary, enter into a student data privacy agreement in the event the parties mutually determine that it is in the parties' respective interest, and that of students, to share additional, non-directory, information.

9. PCEF will provide an annual proposal for the expenses to be covered by PCSD pursuant to Section A(4)(e) above.

**C. Shared Understanding Regarding Employment and Fiscal Responsibilities**

PCEF and the Board mutually agree to the following:

1. PCEF will cover all of its own operating expenses with the exception of those expenses expressly identified in this Agreement as a responsibility of PCSD. PCEF shall, on a monthly basis, reimburse PCSD for all monies advanced by it to cover payroll liabilities (including benefits) in connection with the employment of PCEF Allocated Staff who are employees of PCSD, less the aforementioned PCSD contributions stated in Section A(4).

2. PCEF shall make best efforts, through collaboration and communication, to ensure program investments support the Board/PCSD mission, vision, and strategic goals and learning plan.

3. PCEF shall make best efforts to ensure proper communication and collaboration to ensure investments follow PCSD policies and procedures.

4. PCEF shall work in collaboration with the District in accepting any gift for the benefit of PCSD that contains restrictive terms or conditions. Neither PCEF nor PCSD shall enter into any gift agreement that purports to bind or otherwise place restrictions on the other party without the express written approval of that other party.

5. PCEF shall participate in PCSD's annual audit.

6. Individuals employed to support the mission and functions of PCEF shall be employed by PCSD and be allocated to PCEF. Nevertheless, PCEF shall have authority and be

responsible for and manage the recruitment, interviewing, hiring, onboarding, and evaluation of all PCEF Allocated Staff hired to support and conduct PCEF's operations.

Additionally:

- a. PCEF Allocated Staff are employees of the District, subject to the day-to-day direction and control of the PCEF President/CEO to whom they report. Nevertheless, PCEF Allocated Staff must adhere to all PCSD employee policies, procedures, and professional standards in addition to any policies, procedures and standards imposed by PCEF.
- b. PCEF will use PCSD forms to provide PCSD Human Resources with the necessary information required for processing employment action, including new hire, reclassification, and termination of an employee.
- c. PCEF will brand all employment advertisements using its own branding and not that of PCSD.
- d. All PCEF employees shall be required to pass PCSD background checks.
- e. All termination decisions shall be made by PCEF, in consultation with PCSD, subject to applicable state and federal employment laws, and applying PCSD human resource policies regarding termination of employment. As necessary, PCEF would consult legal counsel. PCSD shall, in good faith, collaborate with PCEF regarding any issues that, in its judgment, call for the termination of employment, whether "for cause" or otherwise, but except as to the PCEF President/CEO (addressed below in 6(g)), PCEF shall ultimately have final authority regarding the termination of employment of PCEF Allocated Staff, whether in whole or in part.
- f. PCEF shall submit its recommendation regarding proposed new and reclassified positions to the PCSD Superintendent prior to advertising a particular position. In the event PCSD objects to a proposed new/reclassified position, PCSD shall provide PCEF with the reason for its objection no later than seven days from receipt of PCEF's notice of intent to hire for the proposed position. PCEF may appeal the decision to the PCSD Board of Education, which has final approval.
- g. PCEF shall have sole authority for hiring, assessment, and determination of compensation of the PCEF President/CEO, who shall report to PCEF's Board of Directors. Termination of the President/CEO shall require the joint consent of PCEF and PCSD. The PCEF President/CEO shall have an employment contract signed by both PCEF and PCSD.

7. PCEF shall follow applicable PCSD Human Resources policies and procedures pertaining to non-discrimination, benefits, and other services provided by PCSD to its employees. Notwithstanding the foregoing and for avoidance of doubt, the employment of PCEF Allocated Staff shall not be governed by the Licensed Professional Agreement or any other agreement between PCSD and any other group of employees.

8. PCEF shall be solely responsible for adhering to all applicable legal requirements related to employment of PCEF staff, including PCEF Allocated Staff. PCEF will indemnify and defend the District from and against any claims, lawsuits, or actions brought against PCSD by any third party arising from or relating to PCEF's recruitment, selection, onboarding, compensation, evaluation, or termination of employees, or other employment-related claims. PCEF may consult with a PCSD Human Resources Administrator during hiring interviews to ensure the process protects PCSD's interests, and that employees understand the relationship of the parties.

9. PCEF shall submit to PCSD's Human Resources Director by June 1 of each year, an approved salary schedule applicable to PCEF Allocated Staff. Such salary schedule must be approved by the PCSD Board of Education as part of that year's fiscal planning process. In the event a new salary schedule is not approved the prior approved salary schedule shall remain in effect. PCEF will include the placement of PCEF Allocated Staff on that salary schedule for the following fiscal year. Unless employment action for a position has occurred, advancement on the schedule cannot be any greater than that of any other PCSD employee. For example, if other PCSD employees are able to advance one step on their schedule, PCEF Allocated Staff are eligible for no more than that percentage of increase. The salary schedule will be developed in collaboratively between PCEF and PCSD's Human Resources department.

10. All PCEF Allocated Staff shall be eligible for a bonus to be funded by PCEF at the discretion of the PCEF board of directors. As with other compensation, the bonus must be processed through the District's payroll system and not a 1099 issued by PCEF. All monies necessary to fund payment of bonuses will be promptly transferred by PCEF to PCSD.

11. PCEF shall have no power or authority to incur contractual obligations or liabilities that constitute a claim against the public funds of PCSD; PCEF may not exercise executive, administrative, policy, or rulemaking authority over the programs of PCSD. Similarly, PCSD shall not have power to incur contractual obligations on behalf of PCEF or liabilities that constitute a claim against PCEF's funds. PCSD may not exercise executive, administrative, policy, or rulemaking authority over the programs of PCEF.

12. PCEF Allocated Staff facilitate donor engagement with the support of PCSD. This includes but is not limited to: program implementation, assessment, data review, and conflict resolution. PCSD employees are accountable for this information. PCEF Allocated Staff are accountable for providing this information to donors.

**D. Shared Understanding Regarding Expected Communications, Confidentiality and Access to Information**

1. PCEF and PCSD will participate in monthly collaboration meetings and/or PCEF's President/CEO shall participate in PCSD cabinet meetings. It is the Superintendent's responsibility to invite PCEF to cabinet meetings. Notwithstanding the foregoing, PCSD may exclude PCEF from cabinet meetings, or portions thereof, that are confidential and/or not related to the work of PCEF.

2. PCSD's Superintendent or Superintendent's designee shall serve as a non-voting member of PCEF's board of directors. PCEF represents that it shall take such steps as may be necessary to ensure that this provision is consistent with, and not contrary to, its corporate bylaws and if necessary, PCEF's bylaws shall be amended to reflect same.

3. PCEF's President/CEO will attend leadership and strategic planning sessions with the Board and PCSD administrators, as requested by the Superintendent.

4. The parties acknowledge that they may obtain certain "Confidential Information" from each other party by virtue of this Agreement. They agree to keep such information private and not to disclose such information to any other individual or entity except as may be required by law. "Confidential Information" means all nonpublic information relating to or arising from each party's operations, including, without limitation, trade secrets used, developed or acquired by such party in connection with its activities, or that of any affiliates; information concerning the manner and details of such party's operation, organization and management; financial information and/or documents and nonpublic policies; and all other information concerning such party's concepts, developments, contracts, prospects, donors, employees, agents, contractors, earnings, products, services, equipment, systems, and/or prospective and executed contracts and other business arrangements.

Notwithstanding the foregoing, "Confidential Information" shall not include information:

(1) Known to the general public; (2) Made available to the public by act or omission of a third party through no breach of any contractual obligation or other duty of a Party, its directors, officials, officers, or employees; or (3) Received by a Party, its directors, officials, officers, or employees, from an unrelated third party, under no obligation to keep such information confidential, through no breach of any contractual obligation or other duty of a Party. The Parties acknowledge that PCSD is subject to the Government Records Access and Management Act, Utah Code, Title 63G, Chapter 2, as amended ("GRAMA") and that nothing in this Agreement shall alter the duties and obligations of the PCSD set forth therein. However, in the event PCSD receives any GRAMA request from any party relating to PCEF's operations or communications, PCSD shall notify PCEF and allow it to determine and confirm the confidentiality of the requested information to the extent applicable under Utah Code Section 63G-2-309.

#### **E. Miscellaneous**

1. This Agreement shall be governed by Utah law.

2. The term of this Agreement shall be two years, from July 1, 2026-May 31, 2028. PCEF and PCSD shall review this Agreement bi-annually, prior to December 31 in odd calendar years. Unless either party provides written notice of termination prior to December 31 of an odd-numbered calendar year, the Agreement shall be deemed automatically to renew for additional subsequent two-year terms, until terminated or modified by the parties.

**F. Dispute Resolution**

1. In the event the Board/PCSD and/or PCEF have concerns regarding the operation of this Agreement or other elements of the relationship between them, the PCEF President/CEO, Foundation Board Chair, PCSD Superintendent, and PCSD Board President or designated Board member shall convene in a good faith effort to resolve those concerns.

2. In the event resolution efforts are unsuccessful, either party may terminate this Agreement, with or without cause, upon 30 days advance written notice.

Signatures:

\_\_\_\_\_  
Ingrid Whitley                      Date  
PCEF President/CEO

\_\_\_\_\_  
Lyndsay Huntsman                      Date  
PCSD Superintendent of Schools

\_\_\_\_\_  
Suzanne Jacoby                      Date  
PCEF Board of Directors, Chair

\_\_\_\_\_  
Meredith Reed                      Date  
PCSD Board of Education President

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PARK CITY, UT 84060

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1. Why do we exist?

- a. Refined statements from our board retreat.
  - i. In partnership with our community, we empower every student to thrive with dignity, grow with purpose, and embrace opportunities for success in a dynamic world.
  - ii. In collaboration with our community, we educate and empower every student to thrive with dignity, embrace growth and opportunity while preparing them with confidence for an ever-changing world.
  - iii. Together with our community, we prepare every learner for success by valuing personalized pathways, fostering growth, and strengthening our shared future.

2. What do we want to accomplish?

- a. As a district, clarity and alignment around the six (6) critical questions.
- b. Increase capacity of individuals to effectively create clarity and alignment for teams through answering the six (6) critical questions both individually and collectively.

3. What could steps to success look like?

- a. Input from key interest groups informing a first draft of the answers to the six (6) critical questions for our district. (2025 - 2026 school year ahead of 2026 - 2027)
  - i. Board of Education (August 29th)
  - ii. Administrators (September 2025 - May 2026)
  - iii. Executive Leadership (October 8th and December 3rd)
  - iv. Teaching & Learning + Student Services (October 15th and December 5th)
  - v. Community + Families + Students (TBD)



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- b. Alignment of board + district processes and procedures to these six (6) critical questions.
    - i. Recommendation, audit current processes and procedures, then reflect and refine how to amend processes and procedures to better align with the six (6) critical questions.
  - c. Identify mutually agreed-upon leading indicators to track work and adoption rate around clarity and alignment to the six (6) critical questions and which lagging indicators will we track to help gauge impact and resulting culture.
4. What could work with the School Leadership Alliance, Superintendent, and Board of Education look like along the way for the current school year?
- a. What work do you see yourselves actively engaging in with our district, as opposed to simply receiving progress reports on a set cadence?
  - b. Are there any additional desired professional learning elements to help our effectiveness in supporting this work? For example, leading change, strategic planning, etc.
  - c. Would another "retreat" at the end of the year be valuable where we revisit a v1.1 draft of the six (6) critical questions? This would be after feedback is obtained from key interest groups to explore what changes should look like, what metrics are being proposed, etc.
  - d. What other ideas do you have in terms of this collaboration around supporting our district and supporting your development as members of the school board?



COMMITTEE	BOARD MEMBER	TYPE	
Audit Committee	Nick Hill	Standing Board Committee	This is a standing committee that meets at least one time per year with the Business Administrator. Minimum time commitment.
Chamber of Commerce	Meredith	Board Appointed	
City/County/Disdtrict Government	Board Leadership and Superintendent	Board Appointed	These were quarterly meetings that all three entities attended. The groups have not met for the past several years.
Insurance Liaison	Susan	Board Appointed	Board representation on the insurance committee when rate or a new company is being considered. Minimum time commitment.
JLC	Meredith	Board Appointed	Meetings during the legislature session. Every Friday during the session.
PCEF	Eileen	Board Appointed	Participate in PCEF monthly meetings. Approximately 12 times per year.
Policy Committee	Nick	Board Appointed	This committee meets once per month to review policy before they are moved through the cycle of adoption
Professional Agreement Admin	Meredith/Nick	Board Appointed	This committee meets during negotiations to review the Admin Agreement. Minimum time commitment.
Professional Agreement PCEA	Meredith/Nick	Board Appointed	This committee meets during negotiations to review the Employee Agreement. Minimum time commitment.
Profession Agreement EIG/PCCEA	Meredith/Nick	Board Appointed	This committee meets during negotiations to review the Employee Agreement. Minimum time commitment.
Regional Recreational Master Planning		Board Appointed	This committee is no longer in place, but revamping it for the sports complex may be a possibility. Minimum time commitment.
Student on the Board Liaison	Nick Hill	Board Appointed	Monthly or bi-monthly meetings with Student Council and their leader. Approximately 6-12 times a year.
EIG/PCEA/PCCEA	Meredith/Nick	Board Appointed	Monthly meetings with the employee groups. 10-11 times per year. Usually held the same time each month.
Child Nutrition Task Force	Kathleen Britton	Board Appointed	This committee meets as needed.
MTECH Board of Trustees	Meredith Reed		
BOE Communications	Rotation basis that includes a member from Board Leadership		



2700 KEARNS BOULEVARD  
PARK CITY, UT 84060

OFFICE: (435) 645-5600  
FAX: (435) 645-5609

## Memo

To: Board of Education  
From: J. Randall Upton  
Business Administrator  
Date: September 16, 2025  
Re: Approval of Emergency Procurement

As part of the solicitation of vendors for the Treasure Mountain Sprouts Complex, R&R Environmental was selected and approved by the Board of Education to handle the projects soil plan and testing. This solicitation was through a professional service provision which is not to exceed \$100,000. There was a letter of intent (LOI) signed between the district and R&R Environmental. The project started in August 2025

Recently the district received a notice that R&R Environmental has billings up to the \$100,000 and they would no longer perform services as of September 2025. The Owners Representative solicited an estimate to complete work to October 2025, which is estimated to be \$45,000.

After weighing all aspects of the project, including possible cost of delay, the vendor, and the need for services, I determined this estimate would qualify as an Emergency Procurement and approved to move forward based on that provision of the district purchasing policy. The memo to allow for this to move forward is attached.

I request the Board of Education approve this Emergency Procurement.

E D U C A T I O N A L   E X C E L L E N C E



2700 KEARNS BOULEVARD  
PARK CITY, UT 84060

OFFICE: (435) 645-5600  
FAX: (435) 645-5609

### Memo

To: JD Simmons, MOCA  
From: J. Randall Upton  
Business Administrator  
Date: September 9, 2025  
Re: Emergency Procurement – R&R Environmental Proposal Dated 9.2.2025

Under our policy 4005 Purchasing Procedures, I am enacting section II.3 – Emergency Procurement as approval for the R&R Environmental proposal dated 9.2.2025. In an effort to not incur costly delays the current project and provide the best means to protect all parties involved in regards to soil in the area, I am declaring the proposal dated 9.2.25 an emergency procurement.

Please move forward with the proposal for R&R Environmental for the dates specified.

Cc: Superintendent Lyndsay Huntsman  
Todd Hansen, Director-Buildings & Grounds

# R & R Environmental, Inc.

47 West 9000 South, Suite #2, Sandy, Utah 84070  
(801) 352-2380: Office • (801) 352-2381: Fax  
[www.rrenviro.com](http://www.rrenviro.com)

September 2, 2025

Mr. J.D. Simmons, CCM  
MOCA Systems Inc.  
17 Exchange Place  
Salt Lake City, Utah 84111  
*Sent via email: [jds@mocasystems.com](mailto:jds@mocasystems.com)*

**RE: As and Pb CERCLA Tailings Project Monitoring  
PCSD, TMJHS Ball Fields  
Park City, Utah**

Dear Mr. Simmons:

R & R Environmental, Inc. (R & R) is pleased to offer you a proposal for professional services regarding the above-mentioned project. The following proposal is for arsenic and lead project monitoring services during construction activities. Please note the following:

- This work outlined in this proposal is valid from September 10, 2025, through October 5, 2025.
- R & R will perform air sampling at the project perimeter at the four cardinal compass points at the fence line of the project.
- Each sample will be analyzed for total lead. Eurofins Laboratory in Arvada, Colorado will be used to conduct lead analyses in air.
- R & R will provide qualified HAZWOPER Technicians to obtain the samples and coordinate with site personnel.
- R & R will provide an HAZWOPER qualified, Environmental Engineer or Environmental Scientist to coordinate activities and response to site Technician questions.
- R & R will provide the services of a Certified Industrial Hygienist (CIH) and a Certified Safety Professional (CSP) to certify the work.
- Charges are portal to portal.

HAZWOPER Technician per shift pricing:

- Travel to and from the site and laboratory drop off: \$74/hour x 3 hour = \$222
- On-Site HAZWOPER Technician: \$74/hour x 8 Hours = \$592
- Mileage: 0.53/mile x 105 miles (Site and Service Dropoff) = \$55.65
- Principal Services: \$95/hour x 2 hour = \$190
- Analysis costs: \$25/sample x 4 Samples = \$100
- Shipping costs: \$28/day + \$28
- *Per Shift Total = \$1,187.65*

38 Total Work Days @ \$1,187,65/day = \$45,130.70

Additional charges will be invoiced as used:

Technical issues to be worked at the professional level - \$95/hour

Samples, Analysis, and Expenses (other than the 4 air samples/day): cost plus 15%

Thank you for the opportunity to provide this proposal. If you have any questions, please contact me at (801) 971-3988 or [sgalley@rrenviro.com](mailto:sgalley@rrenviro.com).

Sincerely,

**R & R ENVIRONMENTAL, INC.**



Stephen S. Galley, CSP  
Vice President

**PARK CITY SCHOOL DISTRICT  
CHECK REGISTER DO  
FOR PERIOD AUG 1 - AUG 30, 2025**

CHECK NUMBER	CHECK DATE	VENDOR NAME	TOTAL
64318	08/06/2025	PELION BENEFITS, INC.	\$ 240,715.19
64319	08/14/2025	ACTION SNOWPLOW AND LAWN CARE	\$ 182,579.56
64320	08/14/2025	AIRGAS USA, LLC	\$ 42.00
64321	08/14/2025	ALSCO	\$ 304.48
64322	08/14/2025	AMERICAN MAILING SERVICES	\$ 433.28
64323	08/14/2025	APPLE COMPUTER INC.	\$ 112,753.77
64324	08/14/2025	BAND FIRE PROTECTION SYSTEMS INC.	\$ 647.16
64325	08/14/2025	SPENCER BAUER	\$ 349.60
64326	08/14/2025	BRYSON SALES & SERVICE INC.	\$ 1,067,828.95
64327	08/14/2025	BURBRIDGE, VANKOMEN, TANNER & SCRUGG	\$ 715.00
64328	08/14/2025	CANON U.S.A. INC	\$ 2,261.53
64329	08/14/2025	CANYON CREEK SOFTWARE	\$ 2,424.00
64330	08/14/2025	CARAHSOFT TECHNOLOGY CORPORATION	\$ 5,393.15
64331	08/14/2025	CENTURYLINK	\$ 2,182.37
64332	08/14/2025	CENTURYLINK	\$ 9.34
64333	08/14/2025	CINTAS CORP	\$ 318.12
64334	08/14/2025	CODALE ELECTRIC SUPPLY INC.	\$ 1,828.32
64335	08/14/2025	EMMANUEL COLLINS-PEYNAUD	\$ 750.00
64336	08/14/2025	CULLIGAN BOTTLED WATER	\$ 179.65
64337	08/14/2025	BENJAMIN DAUGREILH	\$ 250.00
64338	08/14/2025	LAURA DE BACKER	\$ 250.00
64339	08/14/2025	SONNENBERG ENTERPRISES	\$ 1,729.83
64340	08/14/2025	DELTA DENTAL INSURANCE CO.	\$ 51,918.83
64341	08/14/2025	DFA DAIRY BRANDS-MEADOWGOLD DAIRY	\$ 121.47
64342	08/14/2025	DOUGLAS EQUIPMENT	\$ 9,899.54
64343	08/14/2025	COLTON ELLIOTT	\$ 415.39
64344	08/14/2025	ENBRIDGE GAS UT WY ID	\$ 4,964.76
64345	08/14/2025	FA 'ASE, LYDIA	\$ 214.84
64346	08/14/2025	ROSELLE LAZERAS FELLOWS	\$ 100.00
64347	08/14/2025	BRAD GANNON	\$ 597.75
64348	08/14/2025	GBS BENEFITS INC	\$ 4,167.00
64349	08/14/2025	KIMBERLY GOETT	\$ 19.48
64350	08/14/2025	GORGOSA WATER COMPANY	\$ 34,028.98
64351	08/14/2025	SHANNEL GOSAIN	\$ 100.00
64352	08/14/2025	GREAT MINDS	\$ 1,304.75
64353	08/14/2025	RANDI JO GREENBERG	\$ 1,440.00
64354	08/14/2025	CYNTHIA HAIR	\$ 15.44
64355	08/14/2025	KRISTEN HALL	\$ 256.00
64356	08/14/2025	ART HAVEN	\$ 960.00
64357	08/14/2025	HOGAN & ASSOCIATES CONSTRUCTION INC	\$ 1,483,416.27
64358	08/14/2025	HOWARD INDUSTRIES INC	\$ 130,180.00
64359	08/14/2025	IGM TECHNOLOGY CORP	\$ 14,884.00
64360	08/14/2025	JACKSON GROUP PETERBILT, INC.	\$ 1,777.80
64361	08/14/2025	LABOR COMMISSION	\$ 150.00
64362	08/14/2025	LEARNING A-Z	\$ 44,387.00
64363	08/14/2025	VOYAGER SOPRIS LEARNING	\$ 2,362.80
64364	08/14/2025	TODD MACDONALD	\$ 240.10
64365	08/14/2025	WL ENTERPRISES LLC.	\$ 2,944.00
64366	08/14/2025	HEIDI MATTHEWS	\$ 307.00

64367	08/14/2025	MGX EQUIPMENT SERVICES, LLC	\$	5,579.71
64368	08/14/2025	MULTI-HEALTH SYSTEMS, INC.	\$	3,152.50
64369	08/14/2025	MOMENTUM RECYCLING, LLC	\$	210.00
64370	08/14/2025	MOUNTAIN REGIONAL WATER	\$	34,431.95
64371	08/14/2025	MOUNTAIN WATER & IRRIGATION, LLC	\$	2,158.36
64372	08/14/2025	TYLER J. OLSEN	\$	1,585.00
64373	08/14/2025	EVERWAY, LLC	\$	2,587.50
64374	08/14/2025	NATURE CONCEPTS	\$	19,549.00
64375	08/14/2025	NUES	\$	23,847.72
64376	08/14/2025	NUSTREAM, INC.	\$	120.40
64377	08/14/2025	NUSTREAM INC.	\$	315.64
64378	08/14/2025	ODP BUSINESS SOLUTIONS LLC	\$	32,548.93
64379	08/14/2025	ONE STOP HOUSE CLEANING	\$	9,224.00
64380	08/14/2025	PARK CITY LOCK & KEY INC.	\$	4,864.46
64381	08/14/2025	PARK CITY MUNICIPAL CORP	\$	79,804.28
64382	08/14/2025	PARK CITY MUNICIPAL POLICE DEPT.	\$	6,250.00
64383	08/14/2025	PEAK ALARM / A PYE BARKER FIRE& SAFETY	\$	165.00
64384	08/14/2025	LORIE PEARCE	\$	415.00
64385	08/14/2025	PERFORMANCE AUDIO	\$	96,983.13
64386	08/14/2025	PHOENIX LEARNING SYSTEMS	\$	2,895.00
64387	08/14/2025	TIMOTHY DANA BOWEN	\$	4,704.00
64388	08/14/2025	CULLIGAN QUENCH USA INC	\$	261.80
64389	08/14/2025	RAPTOR TECHNOLOGIES	\$	5,698.00
64390	08/14/2025	RENAISSANCE LEARNING INC.	\$	29,570.50
64391	08/14/2025	REPUBLIC SERVICES #864	\$	19,986.94
64392	08/14/2025	RESPONDUS	\$	4,345.00
64393	08/14/2025	STEPHANIE RITCHIE	\$	2,465.00
64394	08/14/2025	SEESAW LEARNING, INC	\$	8,818.00
64395	08/14/2025	GADI SHAMAH	\$	926.07
64396	08/14/2025	SNOW COUNTRY LIMOUSINE, INC.	\$	1,404.80
64397	08/14/2025	SNYDERVILLE BASIN WATER	\$	1,699.62
64398	08/14/2025	SNYDERVILLE BASIN WATER	\$	100.00
64399	08/14/2025	OLEKSANDRO SPENCER	\$	250.00
64400	08/14/2025	SQUIRE	\$	5,000.00
64401	08/14/2025	STEP SAVER INC.	\$	215.77
64402	08/14/2025	STRATTON AND BRATT LANDSCAPES, LLC	\$	100.62
64403	08/14/2025	SUMMIT ENERGY, LLC	\$	3,603.09
64404	08/14/2025	SUMMIT WATER DISTRIBUTION	\$	6,264.41
64405	08/14/2025	SUMSION CONSTRUCTION LC	\$	47,350.42
64406	08/14/2025	SYSCO CORPORATION	\$	13,453.71
64407	08/14/2025	DAVID R TIDWELL	\$	1,200.00
64408	08/14/2025	TOOELE COUNTY SCHOOL DISTRICT	\$	110.00
64409	08/14/2025	MARK EDWARD JONES	\$	1,500.00
64410	08/14/2025	TURBOSCAPE UTAH	\$	1,860.00
64411	08/14/2025	TYLER TECHNOLOGIES INC.	\$	9,633.65
64412	08/14/2025	UNITED FIRE, INC	\$	3,821.50
64413	08/14/2025	USSA	\$	220.00
64414	08/14/2025	VERITIV OPERATING COMPANY	\$	16,419.35
64415	08/14/2025	VERIZON WIRELESS	\$	2,762.20
64416	08/14/2025	PERRINE VOISIN	\$	5.00
64417	08/14/2025	ANNE WALLACE	\$	168.28
64418	08/14/2025	WAY SOLUTIONS	\$	4,512.08
64419	08/14/2025	WEX BANK	\$	3,961.95
64420	08/25/2025	POWERSCHOOL GROUP, LLC	\$	109,561.25

64421	08/28/2025	A-SHED USA	\$	11,260.00
64422	08/28/2025	AMERICAN RED CROSS	\$	2,080.00
64423	08/28/2025	APPLE COMPUTER INC.	\$	6,347.47
64424	08/28/2025	BAND FIRE PROTECTION SYSTEMS INC.	\$	8,200.00
64425	08/28/2025	BERKSHIRE HATHAWAY SPECIALITY COMPAI	\$	54,643.68
64426	08/28/2025	BOX ELDER SCHOOL DISTRICT	\$	2,000.00
64427	08/28/2025	KELLY BULLETT	\$	150.00
64428	08/28/2025	CANON U.S.A. INC	\$	68,157.00
64429	08/28/2025	HEBER CITY CARQUEST	\$	755.29
64430	08/28/2025	CENTURYLINK	\$	47.95
64431	08/28/2025	CINTAS CORP.	\$	45.02
64432	08/28/2025	UNVC A DBA OF CMB CONSULTANTS	\$	8,507.73
64433	08/28/2025	HOBART SALES INC.	\$	3,141.58
64434	08/28/2025	HOWARD INDUSTRIES INC	\$	7,282.00
64435	08/28/2025	HUGHES GENERAL CONTRACTORS INC	\$	241,357.64
64436	08/28/2025	EMILY S. HUSER	\$	3,497.11
64437	08/28/2025	DISTRIBUTOR OPERATIONS	\$	930.05
64438	08/28/2025	IXL LEARNING, INC.	\$	56,594.50
64439	08/28/2025	JACKSON GROUP PETERBILT, INC.	\$	2,998.34
64440	08/28/2025	KIMBALL ART CENTER	\$	27.00
64441	08/28/2025	LAWSON PRODUCTS INC.	\$	37.62
64442	08/28/2025	CAMBIUM LEARNING	\$	776.60
64443	08/28/2025	TODD MACDONALD	\$	102.90
64444	08/28/2025	MATTERHACKERS INC.	\$	4,058.00
64445	08/28/2025	ROBERT I. MERRILL CO	\$	3,530.00
64446	08/28/2025	MHTN ARCHITECTS INC.	\$	111,350.00
64447	08/28/2025	MOCA SYSTEMS, INC.	\$	92,311.08
64448	08/28/2025	MOUNTAIN STATE SCHOOL BOOK DEPOSIT	\$	42,637.96
64449	08/28/2025	NATURE CONCEPTS	\$	2,059.00
64450	08/28/2025	CHANDRA YOUNG LENTZ	\$	1,035.00
64451	08/28/2025	ONE STOP HOUSE CLEANING	\$	2,850.00
64452	08/28/2025	PARK CITY LOCK & KEY INC.	\$	8,709.49
64453	08/28/2025	PEAK ALARM / A PYE BARKER FIRE& SAFETY	\$	1,036.00
64454	08/28/2025	KARL PERSSON	\$	160.00
64455	08/28/2025	PSI	\$	8,065.00
64456	08/28/2025	ROCKY MOUNTAIN POWER	\$	84,831.43
64457	08/28/2025	SALT LAKE EXPRESS	\$	5,280.00
64458	08/28/2025	SCHOLASTIC INC.	\$	2,697.00
64459	08/28/2025	SNOW COUNTRY LIMOUSINE, INC.	\$	9,299.00
64460	08/28/2025	SONNTAG RECREATION LLC	\$	68,630.00
64461	08/28/2025	SUMMERHAYS MUSIC CENTER	\$	8,871.68
64462	08/28/2025	SUMMIT PARTNERS-Utah LLC	\$	2,185.53
64463	08/28/2025	SUMSION CONSTRUCTION LC	\$	270,639.83
64464	08/28/2025	TURBOSCAPE UTAH	\$	7,320.00
64465	08/28/2025	UNITED FIRE, INC	\$	2,713.75
64466	08/28/2025	BSN SPORTS LLC	\$	1,674.75
64467	08/28/2025	UTAH DIVISION OF RISK MANAGEMENT	\$	23,890.00
64468	08/28/2025	UTAH DIVISION OF RISK MANAGEMENT	\$	87,700.00
64469	08/28/2025	UTAH DIVISION OF RISK MANAGEMENT	\$	433,490.00
64470	08/28/2025	VERITIV OPERATING COMPANY	\$	404.78
64471	08/28/2025	JAMIE WEEKES	\$	76.17
64472	08/28/2025	WEST COAST CODE CONSULTANTS INC	\$	348.00
64473	08/28/2025	WORDMASTERS LLC	\$	1,485.00
64474	08/28/2025	YES! HEATING, AIR CONDITIONING, PLUMBI	\$	792.00



64475	08/28/2025	COOK CENTER FOR HUMAN CONNECTION	\$	16,500.00
64476	08/28/2025	THINK POWER LLC	\$	5,700.00
64477	08/28/2025	UTAH VALLEY UNIVERSITY	\$	5,000.00
64478	08/28/2025	AIG RETIREMENT	\$	350.00
64479	08/28/2025	AMERICAN FAMILY LIFE	\$	278.87
64480	08/28/2025	AXA EQUITABLE	\$	12,809.40
64481	08/28/2025	CHILD SUPPORT SERVICES ~ORS	\$	643.00
64482	08/28/2025	CHUBB WORKPLACE BENEFITS	\$	8,402.77
64483	08/28/2025	EDUCATORS MUTUAL INSURANCE ASSOCIA	\$	3.00
64484	08/28/2025	EMI HEALTH	\$	4,653.90
64485	08/28/2025	GALIC DISBURSING COMPANY	\$	500.00
64486	08/28/2025	PARK CITY ED. FOUNDATION	\$	30.00
64487	08/28/2025	RELIASTAR LIFE INSURANCE CO.	\$	4,421.42
64488	08/28/2025	SECURITY BENEFIT GROUP OF CO.	\$	4,517.23
64489	08/28/2025	USable Life	\$	15,372.05
64490	08/28/2025	UTAH SCHOOL EMPLOYEES ASSOCIATION	\$	2,109.40
64491	08/28/2025	WASHINGTON NATIONAL INSURANCE CO.	\$	715.70
64492	08/28/2025	AMERICAN FAMILY LIFE	\$	259.25
64493	08/28/2025	AXA EQUITABLE	\$	2,088.45
64494	08/28/2025	CHUBB WORKPLACE BENEFITS	\$	2,802.52
64495	08/28/2025	EMI HEALTH	\$	1,027.30
64496	08/28/2025	PARK CITY ED. FOUNDATION	\$	83.34
64497	08/28/2025	USable Life	\$	5,306.32
64498	08/28/2025	UTAH SCHOOL EMPLOYEES ASSOCIATION	\$	955.20
64499	08/28/2025	WASHINGTON NATIONAL INSURANCE CO.	\$	52.05
64500	08/28/2025	ALEXIS SMITH	\$	1,776.30

64501	08/28/2025	katharine six	\$	339.80
64502	08/28/2025	AMELIA ABBETT	\$	1,000.00
64503	08/28/2025	ANGLO AMERICAN UNIVERSITY	\$	500.00
64504	08/28/2025	AUBURN UNIVERSITY	\$	1,000.00
64505	08/28/2025	AVERY DIANTON	\$	500.00
64506	08/28/2025	BYU	\$	1,000.00
64507	08/28/2025	FORT LEWIS COLLEGE	\$	1,000.00
64508	08/28/2025	LIBERTY UNIVERSITY	\$	500.00
64509	08/28/2025	MAKENZIE BURCH	\$	1,500.00
64510	08/28/2025	MONTANA STATE UNIVERSITY	\$	500.00
64511	08/28/2025	NAOMI ABONCE	\$	1,000.00
64512	08/28/2025	RICARDO SANCHEZ	\$	2,000.00
64513	08/28/2025	SANTIAGO INFANTE	\$	2,100.00
64514	08/28/2025	SLCC	\$	500.00
64515	08/28/2025	SLCC	\$	500.00
64516	08/28/2025	SLCC	\$	4,000.00
64517	08/28/2025	SLCC	\$	1,000.00
64518	08/28/2025	STANFORD UNIVERSITY	\$	500.00
64519	08/28/2025	SUTTON HALL	\$	1,000.00
64520	08/28/2025	SWEET BRIAR COLLEGE	\$	500.00
64521	08/28/2025	UNIVERSITY OF UTAH	\$	2,500.00
64522	08/28/2025	UNIVERSITY OF UTAH	\$	3,000.00
64523	08/28/2025	UNIVERSITY OF UTAH	\$	4,500.00
64524	08/28/2025	UNIVERSITY OF UTAH	\$	500.00
64525	08/28/2025	UTAH VALLEY UNIVERSITY	\$	1,000.00
64526	08/28/2025	WESTERN WASHINGTON UNIVERSITY	\$	1,000.00
64527	08/29/2025	STEALTH PARTNER GROUP C/O WELLS FARGO	\$	74,276.04
		<b>TOTAL</b>	<b>\$</b>	<b>6,026,902.33</b>

**PARK CITY SCHOOL DISTRICT**  
**CHECK REGISTER PCHS**  
**FOR PERIOD AUG 1 - AUG 30, 2025**

CHECK NUMBER	CHECK DATE	VENDOR NAME		TOTAL
47382	08/14/2025	ANGELA ERICKSON	\$	55.00
47383	08/14/2025	HONEY BUCKET	\$	2,800.00
47384	08/14/2025	HUDL	\$	23,900.00
47385	08/14/2025	JOSTENS	\$	153.32
47386	08/14/2025	PRESTON KNUTSON	\$	334.25
47387	08/14/2025	MARK PARKER	\$	55.00
47388	08/14/2025	ALEXIS SMITH	\$	1,776.30
47389	08/14/2025	CAROLYN SORENSEN	\$	400.00
47390	08/14/2025	CLAIRE WEST	\$	23.00
47391	08/14/2025	JOHN PAUPORE	\$	74.95
47392	08/14/2025	LISA WALL	\$	110.00
47393	08/14/2025	VANESSA CONABEE	\$	400.00
47394	08/14/2025	PROVO SCHOOL DISTRICT	\$	1,300.00
47395	08/14/2025	ALL AMERICAN SPORTS CORP	\$	584.29
47396	08/14/2025	BSN SPORTS LLC	\$	408.17
47397	08/14/2025	UTAH HIGH SCHOOL ACTIVITIES	\$	5,289.00
47398	08/14/2025	UTAH HIGH SCHOOL ACTIVITIES	\$	1,855.00
47399	08/14/2025	SHANNON E YESSICK	\$	110.00
		<b>TOTAL</b>	<b>\$</b>	<b>39,628.28</b>

# PARK CITY SCHOOL DISTRICT



## PARK CITY SCHOOL DISTRICT BOARD REVENUE REPORT - AUGUST 31, 2025

FOR 2026 02

JOURNAL DETAIL 2026 1 TO 2026 2

	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
<b>1000 GENERAL FUND</b>						
41 REV LOCAL SOURCES	102,659,450	102,736,450	547,520.42	535,633.35	102,188,929.58	.5%
42 REV INTRMDIATE SRCE	150,000	150,000	2,416.47	2,198.50	147,583.53	1.6%
43 REV STATE SOURCES	9,629,763	9,629,763	2,308,187.43	1,181,578.88	7,321,575.57	24.0%
44 REV FED SOURCES	5,798,967	5,774,967	764,584.72	382,292.36	5,010,382.28	13.2%
45 REV FED RESTRICTED	-2,385,000	-2,385,000	.00	.00	-2,385,000.00	.0%
TOTAL GENERAL FUND	115,853,180	115,906,180	3,622,709.04	2,101,703.09	112,283,470.96	3.1%
<b>2600 PASS-THROUGH TAXES FUND</b>						
41 REV LOCAL SOURCES	39,000,000	39,000,000	.00	.00	39,000,000.00	.0%
TOTAL PASS-THROUGH TAXES FUND	39,000,000	39,000,000	.00	.00	39,000,000.00	.0%
<b>3200 CAPITAL OUTLAY FUND</b>						
41 REV LOCAL SOURCES	9,812,038	9,812,038	45,529.05	34,109.42	9,766,508.95	.5%
45 REV FED RESTRICTED	1,028,000	1,028,000	.00	.00	1,028,000.00	.0%
TOTAL CAPITAL OUTLAY FUND	10,840,038	10,840,038	45,529.05	34,109.42	10,794,508.95	.4%
<b>4100 DEBT SERVICE FUND</b>						
41 REV LOCAL SOURCES	5,313,051	5,313,051	15,637.59	15,637.59	5,297,413.41	.3%
TOTAL DEBT SERVICE FUND	5,313,051	5,313,051	15,637.59	15,637.59	5,297,413.41	.3%
<b>5100 FOOD SERVICE FUND</b>						
41 REV LOCAL SOURCES	841,979	841,979	.00	.00	841,979.00	.0%
43 REV STATE SOURCES	278,188	278,188	1,481.25	1,481.25	276,706.75	.5%
44 REV FED SOURCES	465,309	465,309	10,187.71	10,187.71	455,121.29	2.2%

PARK CITY SCHOOL DISTRICT



PARK CITY SCHOOL DISTRICT  
BOARD REVENUE REPORT - AUGUST 31, 2025

FOR 2026 02			JOURNAL DETAIL 2026 1 TO 2026 2			
	ORIGINAL ESTIM REV	REVISED EST REV	ACTUAL YTD REVENUE	ACTUAL MTD REVENUE	REMAINING REVENUE	PCT COLL
45 REV FED RESTRICTED	1,205,000	1,205,000	.00	.00	1,205,000.00	.0%
TOTAL FOOD SERVICE FUND	2,790,476	2,790,476	11,668.96	11,668.96	2,778,807.04	.4%
6100 STUDENT ACTIVITIES						
41 REV LOCAL SOURCES	900,000	900,000	90,018.58	90,018.58	809,981.42	10.0%
TOTAL STUDENT ACTIVITIES	900,000	900,000	90,018.58	90,018.58	809,981.42	10.0%
8100 EDUCATION FOUNDATION						
41 REV LOCAL SOURCES	4,882,340	4,882,340	56,221.41	56,221.41	4,826,118.59	1.2%
45 REV FED RESTRICTED	185,000	185,000	.00	.00	185,000.00	.0%
TOTAL EDUCATION FOUNDATION	5,067,340	5,067,340	56,221.41	56,221.41	5,011,118.59	1.1%
9100 SELF INSURANCE SERVICE FUND						
40 REV CARRY FWRD BAL.	127,606	127,606	.00	.00	127,606.00	.0%
41 REV LOCAL SOURCES	10,266,930	10,266,930	238,465.59	135,234.78	10,028,464.41	2.3%
TOTAL SELF INSURANCE SERVICE FUND	10,394,536	10,394,536	238,465.59	135,234.78	10,156,070.41	2.3%
GRAND TOTAL	190,158,621	190,211,621	4,080,250.22	2,444,593.83	186,131,370.78	2.1%
** END OF REPORT - Generated by Austin Harris **						

# PARK CITY SCHOOL DISTRICT



## PARK CITY SCHOOL DISTRICT BOARD EXPENSE REPORT - AUGUST 31, 2025

FOR 2026 02

JOURNAL DETAIL 2026 1 TO 2026 2

	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
<b>1000 GENERAL FUND</b>							
1000A INSTRUCTION	67,955,973	68,632,678	796,033.36	428,338.55	420,948.01	67,415,696.63	1.8%
2100B SUPPORT SERVICES-STUDENTS	10,866,047	10,825,694	342,034.41	227,256.17	28,877.74	10,454,781.85	3.4%
2200C SUPPORT - INSTR STAFF ASSIST	7,576,464	7,550,364	184,069.33	105,796.74	45,310.00	7,320,984.67	3.0%
2300D BOARD SUPT	1,155,848	1,180,848	209,942.41	112,491.88	2,191.14	968,714.45	18.0%
2400E SCHOOL ADMINISTRATION	5,981,744	5,981,344	299,801.58	278,556.23	.00	5,681,542.42	5.0%
2500F CENTRAL SERVICES	7,631,416	7,668,845	1,830,309.91	1,097,020.53	22,496.00	5,816,039.09	24.2%
2600G OPERATION & MAINT OF PLANT	9,581,243	9,579,743	1,095,870.72	566,803.12	18,794.14	8,465,078.14	11.6%
2700H TO AND FROM TRANSPORTATION	3,565,909	3,579,409	179,051.26	130,513.09	.00	3,400,357.74	5.0%
2900 ED FOUNDATION "T" FUNC	0	0	93.32	39.75	.00	-93.32	100.0%
3300M COMMUNITY SERVICES	3,083,559	3,081,059	316,161.68	220,287.51	7,432.24	2,757,465.08	10.5%
4000N FACILITIES ACQ & CONSTRUCTION	1,094,640	1,094,640	1,280,928.63	1,280,928.63	22,328.55	-208,617.18	119.1%
8000Z INC/DEC FD BALANCE	-2,639,663	-3,143,444	.00	.00	.00	-3,143,444.00	.0%
TOTAL GENERAL FUND	115,853,180	116,031,180	6,534,296.61	4,448,032.20	568,377.82	108,928,505.57	6.1%
<b>2600 PASS-THROUGH TAXES FUND</b>							
3390M INCREMENTAL TAX RDA COM DEV.	39,000,000	39,000,000	.00	.00	.00	39,000,000.00	.0%
TOTAL PASS-THROUGH TAXES FUND	39,000,000	39,000,000	.00	.00	.00	39,000,000.00	.0%
<b>3200 CAPITAL OUTLAY FUND</b>							
4000N FACILITIES ACQ & CONSTRUCTION	65,090,810	65,090,810	4,984,060.33	4,228,585.35	84,975.80	60,021,773.87	7.8%
8000Z INC/DEC FD BALANCE	-54,250,772	-54,250,772	.00	.00	.00	-54,250,772.00	.0%
TOTAL CAPITAL OUTLAY FUND	10,840,038	10,840,038	4,984,060.33	4,228,585.35	84,975.80	5,771,001.87	46.8%
<b>4100 DEBT SERVICE FUND</b>							
5100P DEBT SERVICE	5,064,850	5,064,850	1,243,675.00	.00	.00	3,821,175.00	24.6%
8000Z INC/DEC FD BALANCE	248,201	248,201	.00	.00	.00	248,201.00	.0%
TOTAL DEBT SERVICE FUND	5,313,051	5,313,051	1,243,675.00	.00	.00	4,069,376.00	23.4%
<b>5100 FOOD SERVICE FUND</b>							

# PARK CITY SCHOOL DISTRICT



## PARK CITY SCHOOL DISTRICT BOARD EXPENSE REPORT - AUGUST 31, 2025

FOR 2026 02

JOURNAL DETAIL 2026 1 TO 2026 2

5100	FOOD SERVICE FUND	ORIGINAL APPROP	REVISED BUDGET	YTD EXPENDED	MTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
3100K	FOOD SERVICES	2,893,411	2,893,411	53,619.81	46,224.87	.00	2,839,791.19	1.9%
8000Z	INC/DEC FD BALANCE	-102,935	-102,935	.00	.00	.00	-102,935.00	.0%
	TOTAL FOOD SERVICE FUND	2,790,476	2,790,476	53,619.81	46,224.87	.00	2,736,856.19	1.9%
<b>6100 STUDENT ACTIVITIES</b>								
1000A	INSTRUCTION	900,000	900,000	40,796.38	38,290.38	.00	859,203.62	4.5%
8000Z	INC/DEC FD BALANCE	0	0	.00	.00	.00	.00	.0%
	TOTAL STUDENT ACTIVITIES	900,000	900,000	40,796.38	38,290.38	.00	859,203.62	4.5%
<b>8100 EDUCATION FOUNDATION</b>								
2900	ED FOUNDATION "T" FUNC	5,067,340	5,067,340	142,442.82	71,221.41	.00	4,924,897.18	2.8%
	TOTAL EDUCATION FOUNDATION	5,067,340	5,067,340	142,442.82	71,221.41	.00	4,924,897.18	2.8%
<b>9100 SELF INSURANCE SERVICE FUND</b>								
00000	UNDEFINED	11,194,536	11,194,536	787,116.98	-459,803.53	.00	10,407,419.02	7.0%
8000Z	INC/DEC FD BALANCE	-800,000	-800,000	.00	.00	.00	-800,000.00	.0%
	TOTAL SELF INSURANCE SERVICE FUND	10,394,536	10,394,536	787,116.98	-459,803.53	.00	9,607,419.02	7.6%
GRAND TOTAL		190,158,621	190,336,621	13,786,007.93	8,372,550.68	653,353.62	175,897,259.45	7.6%

\*\* END OF REPORT - Generated by Austin Harris \*\*



# Superintendent Report

September 2025



## **Mission & Vision**

### **Academic Success**

### **Excellent Personnel**

### **Leadership**

### **Communication**

### **Community Alliance**

## **MISSION**

- Our mission is to inspire and support all students equitably to achieve their academic and social potential

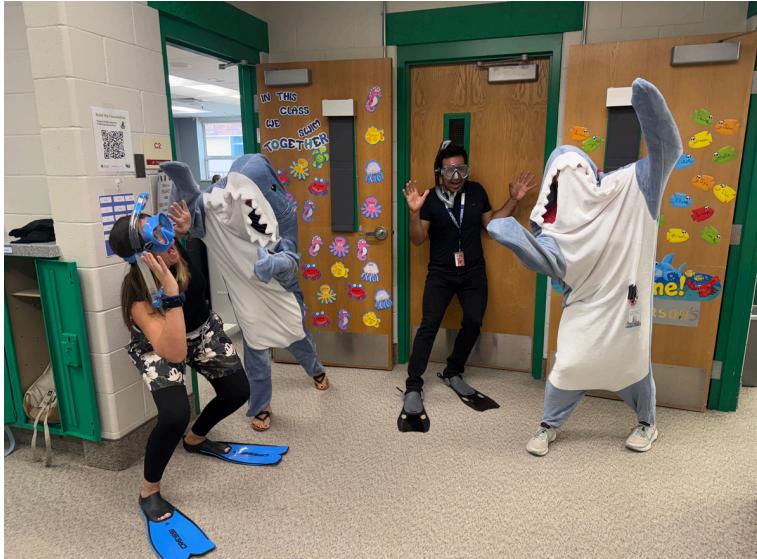
## **VISION**

- Park City School District is student-centered with a focus and emphasis on the whole child - Our students are safe, supported, engaged, challenged, and healthy. We continuously deliver efficient, effective, and transparent communication about the District.



# Mission and Vision

*Our mission is to inspire and support all students equitably to achieve their academic and social potential*





## Academic Success

*Develop the potential of every student through data-driven and best learning practices to be academically successful and prepared for life beyond graduation.*



## National Merit Semifinalists for the Class of 2026

- Nolan Conneally
- Cohen Flach
- Henry Hayes
- Weijia Li
- Owen Osorio
- Sonja Preston
- Parker Taix





## Excellent Personnel

*Create a culture of respect for all employees through recruiting, retaining, and providing professional development, while building the district's leadership capacity.*



# Utah Teach of the Year 2026

## Joanna Andres, Park City High School





## Leadership

*Provide districtwide leadership that exhibits transparency, clarity and accountability at all times and in all situations.*



McPolin Elementary 9/11 Flag Ceremony



2025-2026  
Meritorious Budget Award



# Communication

*Continuously deliver efficient, effective and transparent communication about Park City School District.*



**Superintendent Conversations**



**PCHS Open House  
October 9th @ 5:00 p.m.**



## Community Alliances

*Partner with families and the community for the general well-being and education of our collective student base while including a culture of inclusiveness and respect for the rich diversity of our community.*



A NIGHT TO REMEMBER  
**LIVE LIKE SAM GALA**  
SEPTEMBER 27, 2025 | GRAND HYATT-DEER VALLEY HOTEL

ENJOY AN EXCITING EVENING FEATURING  
**LIVE & SILENT AUCTION** | **GOURMET DINNER** | **CRAFT COCKTAILS** | **LIVE MUSIC & DANCING**

HELP US RAISE \$500,000 FOR  
**YOUTH MENTAL WELL-BEING**  
IN SUMMIT & WASATCH COUNTIES

## Final Thoughts

This past week has brought challenges and emotions for many of us. I want to take a moment to thank you for showing up each day with care for our students, as well as one another. Even when we don't share the same perspectives, we can always choose kindness and respect. The way we respond in these moments shapes the tones of our schools and strengthens our community.

**Lyndsay Huntsman,**  
**Superintendent, Park City School District**







# Thank You







**Policy: 1007**

**Section: SECTION 01-FOUNDATIONS AND BASIC COMMITMENTS**

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**Environmental Regulation Plan**

Environmental Regulation Plan

**I. Purpose**

The Park City School District (PCSD) and its elected Board of Education (BOE) developed this Environmental Regulation Governance Plan to ensure the proper handling of contaminated soils on the Kearns campus, to protect public safety, and to comply with environmental regulations. This document establishes internal controls and identifies accountable parties. This Environmental Regulation Governance Plan (Plan) is adopted pursuant to the recommendations of the Utah Office of the Legislative Auditor General, report number 2023-11, "A Systemic Performance Audit of the Park City School District", released on ~~18 Sep 23~~ **September 18, 2023**.

**II. Scope and Applicability**

This Plan ~~is applicable~~ **applies** to all board members, employees, temporary employees, volunteers, and contractors of PCSD. The Plan must be used prior to any disturbance of soils on the Kearns Campus. This Plan will be reviewed on an annual basis or more frequently, as needed.

**III. Non-Compliance**

Non-compliance with this Plan may lead to a breach of the Environmental Covenant or the edicts of the Park City Soils Ordinance, and may lead to situations that compromise public safety, and may ~~lead to~~ **result in** significant fines and legal action.

Employees and contractors who do not comply with environmental regulations may be subject to disciplinary action, up to and including termination of employment, termination of any agreement under which contract work is performed, and misdemeanor criminal charges.

**IV. Definitions**

**Environmental Covenant** refers to the agreement between PCSD, in cooperation with the Utah Department of Environmental Quality (DEQ) and the Environmental Protection Agency (EPA), recorded on ~~10 Feb 17~~ **February 10, 2017**, with the Summit County, Utah clerk.

**Environmental Protection Agency (EPA)** is the federal agency vested with the authority to govern national environmental issues.

**Internal Controls** refers to the plans, methods and procedures that will reasonably assure environmental compliance by current and future administrators and boards of education.

**Kearns Campus** refers to all PCSD owned property along the Highway 248 corridor, located in

Park City Utah. It includes Park City High School (PCHS), Park City Learning Center (PCLC), McPolin Elementary School (MPES), ~~Treasure Mountain Junior High (TMJH)~~, Park City District Office (PCDO), and all associated athletic fields and lands.

**Materials Management Plan (MMP)** refers to the formal agreement between PCSD and the DEQ, articulating the processes and timelines for the removal of contaminated soils.

**Park City Municipal Corporation (PCMC)** refers to the totality of the Park City local government, vested with the authority to govern environmental soil issues within the PCMC Soils Ordinance Zone.

**Park City Soils Ordinance** articulated in Park City Municipal Code, Section 11-15-1, governs soil handling along much of the Highway 248 corridor, including the entire PCSD Kearns Campus, with the exception of lands regulated by the Environmental Covenant.

~~**R&R Environmental** is the PCSD environmental consultant, coordinating both the SAP and MMP with the DEQ, and providing subject matter expertise on Kearns Campus soil regulations.~~

**Sampling and Analysis Plan (SAP)** refers to the formal agreement between PCSD and the DEQ, articulating the processes and timelines for the sampling of potentially contaminated soils.

**Utah Department of Environmental Quality (DEQ)** is a state agency subset of the EPA, vested with the authority to govern environmental issues in the state of Utah

V. **Roles and Responsibilities**

PCSD acknowledges the need to identify parties who are ultimately responsible and accountable for adherence to environmental regulations. These individuals and their responsibilities are as follows:

~~**Director of Buildings and Grounds**~~ **Facilities Director** - will maintain subject matter expertise on the Environmental Covenant and the Park City Soils Ordinance. Prior to disturbing soil on the Kearns Campus, or coordinating the efforts of PCSD contractors disturbing soil on the Kearns Campus, the Director of Buildings and Grounds will consult with either PCMC or the DEQ, depending upon the appropriate geographic jurisdiction, to ensure compliance with environmental regulations. The Director of Buildings and Ground will also consult with ~~R&R~~ the environmental consultant as needed.

~~**Chief Operations Officer**~~ **Business Administrator** - directly supervises the ~~Director of Buildings and Grounds~~ **Facilities Director** and maintains a second layer of subject matter expertise on the Environmental Covenant and the Park City Soils Ordinance. The ~~Chief Operations Officer~~ **Business Administrator** will also ensure environmental compliance, and report any compliance requirements and efforts to the BOE during the monthly operational briefing.

**Superintendent** - directly supervises the ~~Chief Operations Officer~~ **Business Administrator** and maintains general knowledge of the Environmental Covenant and the Park City Soils Ordinance. The Superintendent will ensure that compliance requirements and efforts are reported to the BOE.

**Board of Education (BOE)** - entered into a binding Environmental Covenant with the DEQ and EPA. The BOE must be made aware of the existence of this Environmental Covenant, as well as the requirements of the Park City Soils Ordinance, as an update to the Board of Education Handbook. As the PCSD governing body, the BOE maintains the ultimate responsibility for environmental compliance.

VI. **Internal Control Procedures**

Prior to commencing any project involving disturbance of soil on the PCSD Kearns Campus, the Buildings and Ground Director will:

- Review BOE policy concerning construction and environmental compliance
- Review the project location to determine the appropriate regulatory body exercising jurisdictional control over the project area - either the DEQ or PCMC
- Contact the appropriate regulatory body to determine applicable restrictions

- Contact the PCSD Environmental Consultant, ~~R&R Environmental~~, as needed, to inquire about applicable restrictions and compliance considerations
- Create a brief written plan to ensure compliance with any applicable environmental regulations, which can be crafted with the assistance of ~~R&R~~ environmental consultant if needed
- Present the proposed plan to the appropriate regulatory body for approval
- Submit this approved plan to the ~~Chief Operations Officer~~ Business Administrator

Prior to commencing any project involving disturbance of soil on the PCSD Kearns Campus, the ~~Chief Operations Officer~~ Business Administrator will:

- Review and approve, if appropriate, the compliance plan as presented by the Buildings and Ground Director ~~Facilities Director~~.
- Draft a Memo for Record recommending the compliance plan for the consideration and possible approval of the BOE at their next scheduled meeting
- Brief the BOE on any significant ongoing environmental restrictions and compliance efforts during the monthly operational briefing
- Keep paper and electronic copies of the approved compliance plan, along with documents offering evidence of BOE meeting approval of the Memo for Record

#### VII. Kearns Campus

##### **Background**

Mining began in the Uintah Mining District around 1869 and the area produced substantial quantities of ore between 1875 and 1982. As a result of these mining operations, tailings and other mine waste containing heavy metals were deposited throughout the mining district, including areas along Kearns Boulevard.

##### **History of Environmental Clean-Up**

In 2014, the EPA's Remedial Program requested an assessment of areas where mining activities once occurred and that could be sources of contaminated materials. Following testing, the EPA deemed that conditions existed in the mining district that presented a threat to public health and the environment and requested a removal action in 2015.

In 2016, the EPA requested a change in scope of the initial Uintah Mining District removal action to include TMJH. Following testing, the EPA deemed that elevated lead conditions existed at TMJH and the surrounding recreation fields that presented a threat to public health and the environment, and requested a removal action, then budgeted at \$1.1M.

Shortly thereafter, PCSD and the EPA entered into an "Administrative Settlement and Agreement Order on Consent for Removal Action" to excavate and remove contaminated soil from TMJH and the surrounding recreational fields, and to provide a protective cap of 6 inches of clean fill.

To fully implement the removal action, the EPA created the Environmental Covenant, signed by the PCSD BOE on ~~6-Dec-16~~ December 6, 2016, and recorded it with the Summit County, UT clerk on ~~10-Feb-17~~ February 10, 2017. The Environmental Covenant placed restrictions on surface disturbance, planting, new construction, and disposal or removal of soil from the TMJH site.

In addition to the Environmental Covenant, Park City Municipal created a Soil Ordinance Zone, running generally along Kearns Boulevard and extending along Marsac Avenue into the heart of Old Town. This zone includes all areas of the PCSD Kearns Campus that are not under the jurisdiction of the Environmental Covenant. Soil disturbance in this area is governed under Park City Municipal Code 11-15, with restrictions that generally parallel those within the Environmental Covenant.

#### VIII. Activities On-Site

Prior to commencing any material project involving disturbance of soil on the Kearns Campus, this Plan will be followed to ensure compliance with environmental regulations.

**IX. Auditing and Review**

This Plan will be made available to the Utah Office of the Legislative Auditor General, to verify PCSD's effort to address its address recommendations contained in report number 2023-11, "A Systemic Performance Audit of the Park City School District", released on ~~48 Sep 23~~ **September 18, 2023**.

Documentation of compliance with this Plan will be maintained by PCSD, and made available upon request to the Utah Office of the Legislative Auditor General.

This plan will be reviewed by PCSD annually, or more frequently as required.

**X. Related Documents**

- Environmental Covenant
- PCMC Soil Ordinance
- Contact Information - PCSD Environmental Consultant
- Contact Information - Department of Environmental Quality
- Contact Information - PCSD Environmental Attorney
- 2023 Sampling and Analysis Plan (SAP)
- 2023 Materials Management Plan (MMP)
- Historical Background Information
- DEQ Correspondence

**Internal Control Document for Effective Management of Capital Projects**  
**Oversight of District Environmental Internal Controls Framework**

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## **BULLYING, CYBER-BULLYING, ABUSIVE CONDUCT, HARASSMENT, HAZING, DISCRIMINATION AND RETALIATION**

### **I. Policy**

The Board of Education is committed to providing a safe and orderly environment for all students and school employees that promotes respect, civility, and dignity and which is free from illegal discrimination and harassment. The purpose of this policy is to ensure that the educational environment of Park City schools is free from Bullying, Cyber-bullying, Abusive Conduct, Harassment, Hazing Discrimination, and Retaliation.

### **II. Definitions**

- A. "Abusive conduct" means verbal, nonverbal, or physical conduct of a parent or student directed toward a school employee that, based on its severity, nature, and frequency or occurrence, a reasonable person would determine is intended to cause intimidation, humiliation, or unwarranted distress. A single act cannot constitute abusive conduct.
- B. "Action plan" means a process to address an incident of prohibited bullying, cyber-bullying, hazing, or retaliation, the contents of which plan meet the requirements described herein.
- C. "Actual notice" means when someone knows for sure that harassment is happening. It could be because they saw it themselves, someone told them about it, or there was an official report.
- D. ~~"Bullying" means a school employee or student intentionally or knowingly committing a written, verbal, or physical act against another school employee or student that a reasonable person under the circumstances should know or reasonably foresee will have the effect of:~~
  - ~~1. causing physical or emotional harm to the school employee or student;~~
  - ~~2. causing damage to the school employee or student's property;~~
  - ~~3. placing the school employee or student in reasonable fear of:~~
    - ~~a. harm to the school employee's or student's well-being; or~~
    - ~~b. damage to the school employee's or student's property;~~
  - ~~4. creating a hostile, threatening, humiliating, or abusive educational environment due to:~~
    - ~~a. the pervasiveness, persistence, or severity of the actions;~~
    - ~~or~~
    - ~~b. a power differential between the bully and the target; or~~

- ~~5. substantially interfering with a student having a safe school environment that is necessary to facilitate educational performance, opportunities, or benefits.~~

**E. Bullying**

1. Staff Bullying means a school employee, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against a student or another school employee, or engaging in a single egregious act toward another employee involving an imbalance of power that:
    - a. creates an environment that a reasonable person would find hostile, threatening, or humiliating; and
    - b. substantially interfere with a student's or employee's educational or professional performance, opportunities, or benefits.
  2. Staff Bullying does not mean instances of:
    - a. ordinary teasing, horseplay, argument, or peer conflict;
    - b. reasonable correction of behavior by a school employee; or
    - c. reasonable coaching strategies and techniques by a school employee who is a coach.
  3. Student Bullying means one or more students, with the intent to cause harm, repeatedly committing a written, verbal, or physical act against another student, or engaging in a single egregious act toward another student involving an imbalance or power that:
    - a. creates an environment that a reasonable person would find hostile; and
    - b. interferes with a student's educational performance, opportunities, or benefits.
- F. "Civil rights violation" means prohibited behavior that is targeted at a federally protected class, as defined herein.
- G. "Communication" means the conveyance of a message, whether verbal, written, or electronic.
- H. "Constructive notice" means the notice of a hostile environment that may be imputed to the District if it could have found out about the harassment if it had made a proper inquiry or where it has knowledge or some but not all of the incidents involved in a particular complaint. The District may be deemed to be constructive notice where employees fail to report incidences of harassment or discrimination as required by applicable policy.
- I. "Cyber-bullying" means:
1. using the Internet, a cell phone, or another device to send or post text, video, or an image with the intent or knowledge, or with reckless disregard, that the text, video, or image will hurt, embarrass, or threaten an individual, regardless of whether the individual directed, consented to, or acquiesced in the conduct, or voluntarily accessed the electronic communication.
- J. "Federally protected class" means any group protected from discrimination under federal law.

1. Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, or national origin.
    - a. While not explicitly addressed by Title VI, Executive Order 13899 on Combating Anti-Semitism (2020) reaffirms the long-standing position of the federal government that antisemitic discrimination may violate Title VI where it overlaps with other forms of prohibited discrimination on the basis of race, color, or national origin, including discrimination based on actual or perceived shared ancestry or ethnic characteristics (e.g., shared Jewish ancestry). The same reasoning applies to other religiously based discrimination, not just Judaism (e.g., an association of the Muslim faith with Middle Eastern countries having a dominant religion or distinct religious identity).
  2. Title IX of the Education Amendments of 1972 prohibits discrimination on the basis of sex, including sexual orientation and gender identity.
  3. Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act of 1990 prohibits discrimination on the basis of disability.
- K. "Harassment" means repeatedly communicating to another individual, in an objectively demeaning or disparaging manner, statements that contribute to a hostile learning or work environment for the individual.
- L. "Hazing" means a school employee or student intentionally, knowingly, or recklessly committing an act, or causing another individual to commit an act toward a school employee or student that:
1. Satisfies one of the following:
    - a. endangers the mental or physical health or safety of a school employee or student; or
    - b. involves any brutality of a physical nature such as whipping, beating, branding, calisthenics, bruising, electric shocking, placing of a harmful substance on the body, or exposure to the elements; or
    - c. involves consumption of any food, liquor, drug, or other substance or other physical activity that endangers the physical health and safety of a school employee or student; or
    - d. involves any activity that would subject a school employee or student to extreme mental stress, such as sleep deprivation, extended isolation from social contacts, or conduct that subjects a school employee or student to extreme embarrassment, shame, or humiliation, AND
  2. Satisfies one of the following:
    - a. is done for the purpose of initiation or admission into, affiliation with, holding office in, or as a condition for, membership or acceptance, or continued membership or acceptance, in any school or school-sponsored team, organization, program, or event; or

- b. the person committing the act against a school employee or student knows at the time of committing the act that the object of the act is a member of, or candidate for, membership with a school, or school-sponsored team, organization, program, or event in which the person committing the act also belongs or participates
    - 3. The conduct described in this Subsection "J" constitutes hazing, regardless of whether the person against whom the conduct is committed directed, consented to, or acquiesced in, the conduct.
  - M. "Hostile environment" refers to an environment where there is harassing conduct on the basis of one of the characteristics identified in this policy, that is sufficiently severe, pervasive, or persistent so as to interfere with or limit the ability of an individual to participate in or benefit from the services, activities, or privileges provided by Park City School District. In most cases, the harassment must consist of more than casual or isolated incidents to create a hostile environment. However, a single severe incident may be sufficient to meet this standard. Further, the severe, pervasive, or persistent standard should consider the setting of the conduct, the age and impressionability of the students, the special purposes of the educational setting, and the identity, number, and relationships of the individuals involved.
  - N. "Incident" means an incident of bullying, cyber-bullying, hazing, or retaliation that is prohibited by this policy.
  - O. "Parent" means a student's parent or legal guardian.
  - P. "Retaliation" means an act or communication intended:
    - 1. as retribution against a person for reporting bullying, cyber-bullying, harassment, or hazing; or
    - 2. to improperly influence the investigation of, or the response to, a report of bullying or hazing.
  - Q. "School" means any public elementary or secondary school or charter school.
  - R. "School board" means:
    - 1. a local school board; or
    - 2. a local charter board.
  - S. "School employee" means
    - 1. school teachers;
    - 2. school staff;
    - 3. school administrators and
    - 4. all other individuals employed, directly or indirectly, by the school, school board, or school district who work on a school campus.
  - T. "Volunteer" means a person working under direct supervision of a licensed educator.
- III. Prohibitions
- A. No school employee or student may engage in abusive conduct, bullying, cyber-bullying, hazing, or harassing a school employee or student:
    - 1. on school property;
    - 2. at a school-related or sponsored event;
    - 3. on a school bus;



- 4.at a school bus stop; or
- 5.while the school employee or student is traveling to or from a location or event described above in Subsection A(1) – (4)
- 6.that is a substantial disruption to the educational process
- B. No school employee or student may engage in hazing or cyber-bullying a school employee or student at any time or in any location.
- C. No school employee or student may engage in harassment or discrimination against any other school employee, student, or other person participating in the district's educational programs based on their membership in a federally protected class.
  - 1.Some examples include but are not limited to:
    - a. Racial slurs and insults
    - b. Mockery and mimicry
    - c. Exclusion and isolation
    - d. Physical intimidation
    - e. Cyber-bullying
    - f. Vandalism and graffiti
    - g. Repeated microaggressions
    - h. Threats and intimidation
    - i. Sexual advances, requests for sexual favors, sexually-motivated physical conduct
    - j. Subtle pressure for sexual activity
    - k. Inappropriate or unwelcome touching, patting, pinching, blocking, or brushing against another's body
    - l. Foul or obscene language or gestures
    - m. Display or sexually offensive or suggestive posters, pictures, or objects
    - n. Sexually offensive verbal harassment, including remarks, questions, teasing, slurs, or innuendo
    - o. Inappropriate jokes about gender-specific traits
    - p. Viewing, printing, or transmitting sexually offensive material on a district computer
    - q. Conduct that is demeaning or derogatory and occurs substantially because of a person's gender, gender identity, or sexual orientation
    - r. Display of offensive printed materials, pictures, or objects
    - s. Offensive verbal harassment, including remarks, questions, teasing, slurs, or innuendos
    - t. Inappropriate jokes about any of the listed traits or characteristics
    - u. Viewing, printing, or transmitting offensive material on a district computer; and
    - v. Conduct that is unwelcome, pervasive, demeaning, ridiculing, derisive, or coercive and occurs substantially because of a person's race, religion, national origin, color, age or disability.
    - w. Any of the above carried out through electronic means
- D. No school employee or student may engage in retaliation against:
  - 1.a school employee;

- 2.a student; or
  - 3.an investigator or witness for, reporting or providing a statement or evidence of an alleged incident of abusive conduct, bullying, cyber-bullying, hazing, or harassment
- E. No school or student may make a false allegation of abusive conduct, bullying, cyber-bullying, hazing, abusive conduct, harassment, or retaliation against a school employee or student.
- F. Any abusive conduct, bullying, cyber-bullying, hazing, or harassment that is found to be targeted at a federally protected class is further prohibited under federal anti-discrimination laws and District policy.
- IV. Reporting
  - A. School employees who become aware of bullying, cyber-bullying, abusive conduct, harassment, having, discrimination, or retaliation activity shall report such incidents immediately to school administrators so that prompt and appropriate action can be taken. School personnel who fail to report such incidents may face disciplinary action.
  - B. Students who observe bullying, cyber-bullying abusive conduct, harassment, having, discrimination, or retaliation activity and fail to intervene or report the activity to school officials may face disciplinary action for conspiring to engage in such conduct.
  - C. Reporting can also be reported through the online form.
- V. Actions Required if Prohibited Acts are Reported
  - A. Each reported complaint will include items on Form 2(R2)
  - B. Each reported violation of the prohibitions noted previously will be promptly investigated by a school administrator or an individual designated by a school administrator. A report of abusive conduct, bullying, cyber-bullying, hazing, harassment, and retaliation may be made anonymously, but schools will not take formal disciplinary action based solely on anonymous reports. However, multiple reports shall be investigated and regarded as a potential safety risk.
  - C. The principal or principal designee must notify a parent as soon as reasonably possible if the parent's student threatens to commit suicide.
  - D. The principal or principal's designee must notify a parent if the parent's student is involved in an incident of bullying, cyber-bullying, hazing, or retaliation, including any such incident involving the potential violation of a student's civil rights due to the membership in a protected class. In addition, an action plan shall be developed to address the incident.
  - E. Park City School District will produce and maintain a record that verifies that the parent was notified of the incident or threat. The record will be shredded upon High School graduation of the students in the report. The district will also track the implementation of the action plan to address the incident.
    - 1.The plan shall include:
      - a. a communication plan designed to keep each parent updated on the implementation of the action plan;
      - b. with respect to the student to whom the incident was directed and in direct coordination with the student's parent:
        - 1. a tailored response to the incident that addresses the student's needs

2. a mechanism to consider consequences or accommodations the student may need regarding decreased exposure or interactions with the student who caused the incident
  3. notification of the consequences and plan to address the behavior of the student who caused the incident;
  4. supportive measures designed to preserve the student's access to educational services and opportunities and if necessary, to remedy any hostile environment caused by the severity or frequency or any prohibited harassment; and
  5. to the extent available, access to other resources the parent requests for the student; and
- c. with respect to the student who caused the incident and in direct coordination with the student's parent:
1. a range of tailored and appropriate consequences, making reasonable effort to
  2. preserve the student's access to educational services and activities;
  3. a process to determine and provide any needed resources related to the underlying cause of the incident;
  4. supportive measures designed to preserve the student's access to educational services and opportunities while protecting the safety and well-being of other students; and
  5. a process to remove the student from school in an emergency situation, including a description of what constitutes an emergency
- 2.If, after a school attempts to involve a parent in the development and implementation of an action plan, the parent chooses not to participate in the process, the school may develop and implement an action plan without the parent's involvement.
- F. Park City School District will not disclose the record described in E1 to anyone unauthorized to receive it and will not use the record for purposes not allowed under the law. The record shall be maintained in accordance with the requirements of the Utah Student Data Protection Act, federal Family Educational Rights and Privacy Act, and Utah Family Educational Rights and Privacy Act.
- G. School employees who reasonably believe that a hazing violation may have occurred shall immediately report that belief to the school principal or district superintendent.
- H. Principals who receive a report of a hazing violation shall submit a report of the alleged incident, and actions taken in response to the district superintendent within ten working days after receiving the hazing report.
- I. Failure to report a hazing violation by a person holding a professional certificate constitutes an unprofessional practice.

- J. The school shall promptly report to law enforcement of all reported acts of bullying, cyber-bullying, harassment, hazing, or retaliation that it reasonably believes may constitute criminal behavior or activity.
- K. Upon receiving a report of a violation of this policy, and pending the completion of an investigation, the school will consider whether interim measures and steps should be taken to protect the complainant, victim, and/or other involved individuals from being subjected to:
  - 1. further abusive conduct, bullying, cyber-bullying, harassment, or hazing, and
  - 2. retaliation for reporting the abusive conduct, bullying, cyber-bullying, harassment, or hazing.
- L. The school district will have a district-wide record-keeping system for all incidents, including but limited to Title IX, Title XI, safe school violations, and bullying.
  - 1. School administration and their designee will be responsible for maintaining the records.
  - 2. The district office will audit these records yearly to ensure fidelity. The district will maintain a district-wide record keeping and reporting system for all incidents.
- VI. Investigations
 

The school will promptly and reasonably investigate allegations of bullying, cyber-bullying, harassment and/or hazing. All reports of violations involving complaints or sex-based harassment or discrimination pursuant to Title IX will be addressed pursuant to the District's Title IX policy and procedures as set forth in Policy 3100. The school investigators shall use reasonable efforts to include at least 2 school employees in the investigation with a goal of ensuring the comfort and safety of the student. The school employees must be in the appropriate positions of authority, who are responsible to receive, investigate, and respond to reports, and who will be responsible for handling all complaints by students and employees alleging bullying, cyber-bullying, harassment, or hazing as outlined in this policy. It is the District's policy, in compliance with state and federal law, that students have a limited expectation of privacy on the school's Internet system, and routine monitoring or maintenance may lead to discovery that a user has violated district policy or law. Also, individual targeted searches may be conducted if there is reasonable suspicion that a user has violated policy or law. Personal electronic devices of any student suspected of cyber-bullying or other policy violations involving inappropriate or unlawful electronic communications may be confiscated for investigation and may be turned over to law enforcement.
- VII. Disciplinary Action
  - A. Verified violations of the prohibitions set forth in this policy shall result in consequences or penalties pursuant to the Safe Schools Policy, 10010. Consequences or penalties may include but are not limited to:
    - 1. student suspension or removal from a school-sponsored team or activity including school-sponsored transportation;
    - 2. student suspension or expulsion from school or lesser disciplinary action;
    - 3. employee suspension or termination for cause or lesser disciplinary action;

- 4.employee reassignment; or
    - 5.other action against student or employee as appropriate.
  - B. Prior to the imposition of short-term student or employee discipline, the accused shall be given an informal opportunity to respond to the accusations and defend his or her actions.
  - C. The District shall follow its student and employee policies and procedures in order to protect the due process rights of students and employees and to comply with applicable federal and/or state law.
  - D. Any student who shares a recording of an act of bullying, cyber-bullying, hazing, abusive conduct, or retaliation will face consequences pursuant to the Safe Schools Policy, 10010.
- VIII. Other Action
- A. Verified violations of this policy should result in the school's consideration of whether additional measures are reasonable and necessary to protect the complainant, victim, and/or other involved individuals from being subjected to:
    - 1.further bullying, cyber-bullying, harassment, or hazing, and
    - 2.retaliation for reporting bullying, cyber-bullying, harassment, or hazing.
  - B. To the extent such verified violations are based on a protected class and amount to a civil rights violation, complainants may have additional rights and remedies under federal law and the District's equal opportunity policy. The District will take such measures as are reasonable, necessary, and appropriate in an effort to remedy the effects of a hostile environment.
  - C. Each school will include a copy of this policy, in its entirety, in its student conduct handbook and provide a copy to parents, either in the parent handbook or through other means. The District will include a copy of this policy in its employee handbook.
- IX. Training
- All students, staff, and volunteers at the school will receive annual training from a qualified professional regarding bullying, cyber-bullying, harassment, and hazing. This training will address:
- A. overt aggression that may include physical fighting such as punching, shoving, kicking, and verbal threatening behavior, such as name-calling, or both physical and verbal aggression or threatening behavior
  - B. relational aggression or indirect, covert, or social aggression, including rumor spreading, intimidation, enlisting a friend to assault a child, and social isolation;
  - C. bullying, cyber-bullying, harassment, or hazing of a sexual nature or with sexual overtones;
  - D. cyber-bullying, including the use of email, web pages, text messaging, instant messaging, three-way calling or messaging, or any other electronic means for aggression inside or outside of school
  - E. civil rights violations including training and education specific to bullying based upon students' actual or perceived identities, and conformance or failure to conform to stereotypes. Training on civil rights violations will include compliance when civil rights violations are reported.
  - F. awareness and intervention skills such as social skills training.
  - G. Volunteers are under the direct supervision of a licensed educator who is responsible for ensuring the volunteer is trained in the above areas.

Volunteers are required to report to their supervising licensed educator if they are notified of a bullying, cyber-bullying, hazing, harassment, or retaliation incident among students or if they have reason to suspect such an incident. Volunteers are prohibited from engaging in bullying activities themselves and will be asked to leave Park City School District if in violation of this policy.

- H. Pursuant to 53G-9-702, the school will implement a youth suicide prevention program for students.
- I. Pursuant to 53E-9-203, school employees, agents, or school resource officers are allowed to intervene, under certain circumstances such as: belief that a student is at risk of attempting suicide, physical self-harm, or harm to others. In these circumstances, school employees, agents, or school resource officers may ask the student questions regarding the student's suicidal thoughts, physical or self-harming behavior prior to referring the student to the appropriate prevention service and prior to informing the student's parent or legal guardian. District staff responsible for suicide prevention programs may also ask a student questions related to youth suicide prevention, intervention, and postvention issues.

Park City School District will provide professional development for teachers and administrators regarding the ability to intervene at a minimum degree when the belief that a student is at risk of attempting suicide, physical self-harm, or harm to others.

- 1. Pursuant to 53E-4-302, all licensed educators must complete 2 hours of professional development of youth suicide prevention training once every license renewal cycle. To the extent possible, other programs or initiatives designed to provide training and education regarding the prevention of bullying, cyber-bullying, harassment, hazing, and retaliation will be implemented.
- 2. In addition to training for all school employees, students, employees, and volunteer coaches involved in any extra-curricular activity shall:
  - a. participate in bullying, cyber-bullying, harassment, and hazing prevention training prior to participation in the extra-curricular activity;
  - b. repeat bullying, cyber-bullying, harassment, and hazing prevention training at least every three years;
  - c. be informed annually of the prohibited activities list provided previously in this Policy and the potential consequences for violation of this Policy.

X. Additional Notes

- A. All information received in a complaint, names of complainants shall be treated confidentially to the extent possible. Although it may be impossible to provide complete confidentiality, administrators shall notify a complainant before revealing his/her name and consider whether doing so will result in the need for implementation of additional safeguards to prevent further bullying, harassment, and/or retaliation.
- B. A student assessment of the prevalence of bullying in Park City School District, specifically locations where students are unsafe and additional adult

supervision may be required, such as playgrounds, hallways, and lunch areas, will be provided on a bi-annual basis.

- C. This policy does not prohibit expressive activity protected by the First Amendment of the United States Constitution. However, if off-campus speech that may constitute a bullying, cyber-bullying, or harassment incident creates a substantial disruption to the school environment, Park City School District may take disciplinary action against the student(s) involved. Factors that may be considered in determining whether a substantial disruption has occurred are:

1. whether there is a verbal or physical confrontation over the incident at school;
2. whether there is likely to be a verbal or physical confrontation based on evidence of a prior relationship between the victim and the student who initiated the speech;
3. whether any part of the speech that gave rise to the incident was repeated at school;
4. whether students are discussing the incident during class or if it otherwise is disrupting school work;
5. whether there is a widespread whispering campaign sparked by the off-campus incident that disrupts the school environment and students' abilities to focus on school;
6. whether administrators who dealt with the incident were pulled from their ordinary tasks to address the incident and how much time it took out of an administrator's day to do so;
7. whether speech similar to the off-campus speech at issue has occurred in the past and has resulted in violence or near violence at school;
8. whether there is a negative effect on classroom activities as a result of the off-campus incident;
9. whether the speech was violent or whether there is a history of violence from the student/s who initiated the speech; (Note: true threats are not protected by the First Amendment if it advocates "imminent" violence or unlawful conduct. Thus, a message that threatens physical harm, even if it isn't meant to be serious, may not be protected by the First Amendment and the person who utters such a message may be disciplined by the District.)

XI. Appeal Process

- A. A student or parent may appeal one or more of the consequences included in a school's action plan by giving written notice to the Superintendent within ten (10) calendar days of the issuance of the action plan. Suspensions or expulsions of more than 10 days may be appealed pursuant to the procedures set forth in the District's Safe Schools Policy, 10010.
- B. A student or parent who is aggrieved by a finding that a complaint of harassment, discrimination, retaliation, bullying, cyber-bullying, hazing, or abusive conduct by another student was not substantiated may also appeal that determination to the Superintendent within ten (10) calendar days of the date of the determination.

- C. All appeals to the Superintendent must be submitted in writing. Failure to submit in writing within ten (10) calendar days constitutes forfeiture of any right to appeal.
- D. The Superintendent or their designee will review the written appeal and the record of the school investigation to determine whether the investigative procedures of this policy were followed. No new evidence will be considered for the first time by the Superintendent in the appeal. The Superintendent may uphold the initial decisions, may reverse the decision, or may remand the matter back to the school for additional investigation and fact-finding. The decision of the Superintendent or their designee is final.

#### Legal

Utah Code Ann. 53A-11a-101 to -402

Utah Code Ann. 53A-9-908

Utah Admin. Code R277-613, LEA Bullying, Cyber-bullying, Hazing and Harassment Policies and Training

#### Cross References

Educator Safeguards

Safe Schools Policy





## Recording of Meetings or Interactions

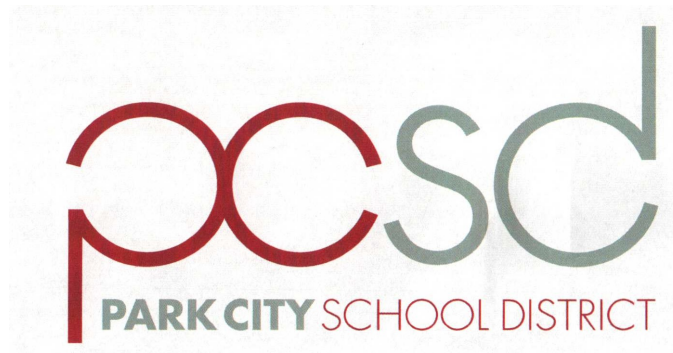
### Board Policy

It is the intent of the Board of Education to establish clear expectations for the recording of meetings or interactions within the Park City School District. Although Utah law permits one-party consent for recording conversations, the Park City School District requires the consent of all participants before any gathering may be recorded. This approach promotes trust, transparency, and respect among staff, students, families, and community partners.

### Policy Statement

- I. Consent Requirement
  - a. Gatherings may only be recorded if all participants provide explicit consent before the recording begins.
  - b. Consent must be documented either verbally at the start of the recording (captured on the recording) or in writing prior to the meeting.
- II. Notification
  - a. The organizer must notify participants in advance that the gathering will be recorded and explain the purpose (e.g., accurate minutes, training, or documentation).
  - b. Participants must be given the opportunity to decline. If any participant does not consent, the recording must not proceed.
- III. Storage and Access
  - a. Recordings must be stored securely in accordance with Park City School District data retention and privacy policies.
  - b. Access is limited to individuals with a legitimate business need.
  - c. Recordings may not be shared externally without prior approval from the Executive Director of Student Services.
- IV. Prohibited Uses
  - a. Secret or unauthorized recordings of meetings, conversations, or interactions are prohibited.

- b. Recordings may not be edited, altered, or used for purposes other than the stated intent without additional consent.
- V. Exceptions
  - a. This policy does not restrict recordings required by law (e.g., IEP/504 meetings if required by parents/guardians, law enforcement investigations, or mandated documentation, PCSD board meetings).
  - b. This policy does not include PCSD performance and extracurricular activities (ie, musical performance, sports activities, graduations, etc.)
  - c. Any exceptions must be approved by the Executive Director of Student Services.
- VI. Consequences
  - a. **For Employees**
    - i. Failure to follow this policy may result in disciplinary action, up to and including termination, in accordance with Park City School District policies and applicable law.
  - b. **For Students**
    - i. Unauthorized recording without the consent of all participants will be treated as a violation of the student code of conduct.
    - ii. Consequences may include loss of device privileges, restorative practices, detention, suspension, or other disciplinary measures deemed appropriate under district policy.
  - c. **For Parents/Guardians or Community Members**
    - i. Unauthorized recording without consent is prohibited on district property or during district activities.
    - ii. If a parent/guardian/community member records without consent, the district may:
      - 1. Stop the recording immediately,
      - 2. Exclude the recording from being used in school or district matters,
      - 3. Restrict the individual's ability to attend or participate in meetings in person or virtually,
      - 4. Refer the matter to legal counsel if necessary to protect the privacy rights of staff, students, or families.



**Policy: 5005**

**Section: SECTION 05-SUPPORT SERVICES**

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**Building Access and Security**

**BUILDING ACCESS AND SECURITY**

**I. Policy**

It is the policy of the Park City Board of Education to provide a safe and secure working and learning environment for students and staff and that building security is a shared concern of all employees who work within each school district facility. Appropriate attention to building security is essential to the responsible care of the capital and operational resources provided for the education of the students of the school district.

**II. Guidelines**

- A. Each building administrator shall provide specific guidelines to employees concerning keys/cards, security codes, and non-school time access procedures.
- B. Each building administrator or designee shall maintain an inventory of all keys/cards together with a list of employees to whom each key/card is issued. The employees shall provide access to their keys/card for inventory check. A copy of that inventory shall be sent to the ~~Director or Buildings and Grounds Facilities~~ Director.
- C. Keys/cards, and security codes where applicable, are issued for the use of school district employees only. Employees are not authorized to lend their keys/card to or share security codes with any other individual, including other employees.
- D. Employees are issued keys/card and security codes for access to the building to facilitate their work as an employee of the school district. Any other use of the building must be approved through the district's facility rental process.
- E. The distribution of master keys/cards will be limited to persons selected and approved by the building administrator. In general, grand master keys/cards shall be issued only to selected custodians, administrators, and no more than two other staff members designated by the building administrator. A complete check of the key/cards inventory is to be accomplished at least one time per year. Employees shall provide access to their keys/card for inventory check as requested by the building administrator or designee. A separate list of grand master key/cards shall be maintained by the building administrator with a copy sent to the ~~Director or Buildings and Grounds Facilities~~ Director.
- F. Copies of keys/cards may be made only by request through the ~~Director of Buildings and Grounds Facilities~~ Director. No other copies of keys/cards are authorized. If

apparent employee negligence is associated with damage or loss resulting in costs to the school district, the school district may claim reimbursement from the responsible individual(s).

- G. If apparent employee negligence is associated with damage or loss resulting in costs to the school district, the school district may claim reimbursement from the responsible individual(s).
- H. Lost keys/cards shall be reported immediately to the building administrator. Failure to do so may result in consequences stated in section (G).
- I. Any unauthorized building access is to be reported immediately to the building administrator or designee.
- J. Knox Boxes: Utah Code Section 53G-8-805 states that LEAs are required to maintain their universal access key boxes (which often refer to Knox Boxes) by conducting quarterly inspections, updating their contents within 24 hours at any lock or access control changes, and maintaining a current inventory of keys and access devices.
- K. Exceptions to this policy may be granted by the superintendent or designee under extraordinary circumstances. The Board shall be informed of all exceptions.

Adoption Date: **June 09, 1998**  
Last Revised: **January 21, 2025**

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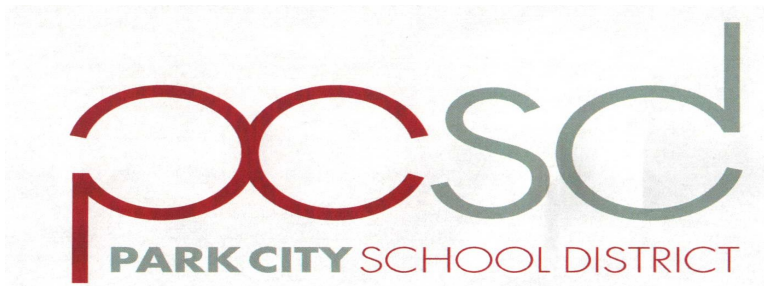


### **Clothing Allowance**

#### **Board Policy:**

The Board of Education recognizes that certain employee groups (mechanics, facilities, and custodians) need appropriate attire to complete their jobs. This Clothing Allowance is designed to provide compensation to purchase appropriate work clothing to complete job responsibilities.

- I. **Purpose:** The purpose of this policy is to ensure that employees in designated positions are provided with appropriate work attire that supports safety, functionality, and a professional appearance consistent with representing Park City School District.
- II. **Definitions**
  - a. Clothing – for purposes of this policy, clothing refers to identifying clothing for an employee that must be work-specific and not suitable for general leisurewear, which is required as a condition of employment, and may not be worn or adaptable to general usage as ordinary clothing. It does not refer to dress codes or standardization of employee appearance. Clothing will include pants and footwear.
  - b. Allowance – payments made under this policy for clothing will be reimbursed up to the amount specified in this policy. Note that reimbursement requires proof of purchase (receipt) and outlines allowable vs. non-allowable items.
    - i. Non-allowable items include accessories, non-work footwear, or apparel inconsistent with safety standards.
    - ii. Allowances may not be used for personal clothing, casual wear, or items unrelated to the employee's work assignment.
- III. **Clothing Allowances:**
  - a. Clothing or a clothing allowance is generally made available to certain departments or programs; however, some employees in a given department or program may be excluded depending on their specific assignment.
  - b. Each school year, specified employee will be eligible for \$200 plus applicable taxes clothing allowance paid on the October 1st paycheck.
  - c. The clothing allowance is designed to provide appropriate work apparel and is generally to be used to purchase appropriate work pants and footwear that would be helpful and appropriate to use in completing work assignments.
  - d. Each school year, the department will supply three shirts and one jacket with the PCSD logo.



**Policy: 9065**

**Section: SECTION 09-INSTRUCTION**

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**Volunteers in the Schools**

**I. Board Policy**

It is the policy of the Board of Education that the involvement of volunteers within the school and school-sponsored programs enhances the educational process and improves community understanding of and support for the schools. Volunteers' access to visit schools and district programs other than for their assignment, as authorized by the administrator, is the same as that of any other parent/guardian and/or visitor.

**II. Definitions**

- A. Supervising employee is an administrator, director or licensed educator employed by Park City School District.
- B. Volunteer is a person, whether parent, guardian, or other community member who donates time and services without pay or compensation.
  - i. Outside service provider and/or observer includes, but is not limited to evaluators, behavioral or mental health workers. These individuals will be supervised by a supervising employee.
  - ii. Third party partner organization volunteers means an individual associated with an external organization or entity that partners with the school district to provide services, support or activities benefiting students, staff or the school community. School site administrators or supervising director will determine whether or not these individuals require supervision from a supervising employee.
  - iii. Permanent volunteer or recurring volunteer means a volunteer with a third-party organization or an individual who volunteers at the school or school sponsored activity more than three times during a school year and is assumed to have unsupervised access to students.
- C. Visitor is a person, whether parent, guardian, or other community member who participates in a single event, for example classroom parties, school performances, field day, parades, building tours, etc. Visitors are not considered volunteers and will not have unsupervised access to students.

**III. Guidelines**

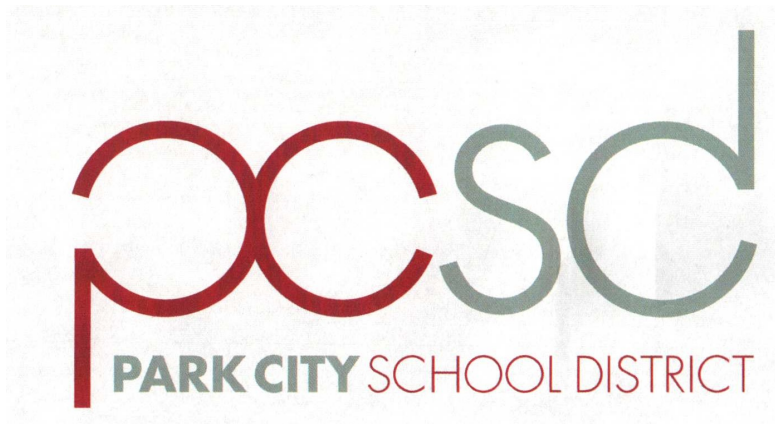
- A. ~~The principal may deny access to a volunteer. Continued service of a volunteer shall be discontinued at the discretion of the principal for legitimate non-discriminatory reasons.~~ Volunteering in District schools is an appreciated

service, but it is not a right, even for parents/guardians of District students. The District may decline the offer of service to any individual. In the interest of student safety, program effectiveness, or other legitimate school concerns, volunteers may be directed to cease their activities and leave District property at any time for any or no reason except a reason prohibited by law.

- B. Recruitment of volunteers is done at the local school level through the school principal or designee (such as Parent Teacher Organization, Parent Teacher Student Organization, Parent Teacher Association). The principal or designee shall make the assignments of all volunteers based on the volunteer's interests and abilities. District orientation for volunteers is an online module and must be completed prior to volunteering. Additional orientation and training are provided as needed by each site according to assignments. Volunteers must complete the PCSD "Volunteer Services Information" form annually and return the form to the school principal. Volunteers in multiple schools need to complete the form for each school annually.
- C. All volunteers must complete the standard criminal background check procedures through the district office. The background check will be conducted at no cost to permanent or recurring the volunteers. The District will cover expenses for up to 5 volunteers associated with a third-party partner. Any additional third-party partner volunteers must be paid for by the organization. Background check reports will be logged at the district office for each volunteer who is required to complete one. Upon request, originals will be sent directly to the volunteer after it is logged.
  - i. Outside service provider must be supervised by a supervising employee and does not require a criminal background check.
  - ii. Third party partner may need a criminal background check. This will be determined by the building administrator or supervising director and will be indicated on the required volunteer form.
  - iii. Permanent or recurring volunteer will have unsupervised access to students and will require a criminal background check.
  - iv. Visitor will not have unsupervised access to students and will not require a criminal background check.
- D. At no time may volunteers transport students in private or district vehicles.
- E. Volunteers are bound by all district policies when serving as a volunteer.
- F. Each school will have a process in place to identify volunteers in the school, such as a daily sign-in log, nametags, etc.
- G. All volunteers volunteering during the regular school day hours, must be processed through the designated safety and management system.
- H. Visitors for school programs, assemblies, and other school-wide events are not considered volunteers and will be permitted through the process for school visitors.

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**Policy: 10090**

**Section: SECTION 10 - STUDENTS**

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**Prohibition of Corporal Punishment**

**PROHIBITION OF CORPORAL PUNISHMENT/  
USE OF EMERGENCY SAFETY INTERVENTIONS**

**I. Board Policy**

The Board of Education acknowledges that Utah law prohibits corporal punishment in public schools but provides for the use of physical restraint or force under certain circumstances. The Board of Education authorizes the administration to develop appropriate guidelines for administering physical restraint or force.

**II. Definitions**

1. Corporal Punishment – the intentional infliction of physical pain upon the body of a student as a disciplinary measure.
2. Student means an individual who is:
  - a. Under the age of 19 and receiving educational services; or
  - b. Under the age of 23 and receiving educational services as an individual with a disability.

**III. Guidelines**

1. No school employee shall inflict or cause the infliction of corporal punishment upon a student.
2. In accordance with Utah Code, 53G-8-302, a school employee is not prohibited from using reasonable and necessary restraint or force in self-defense or when otherwise appropriate to the circumstances to:
  - a. obtain possession of a weapon or other dangerous object in the possession or under the control of a student;
  - b. protect a student or another person from physical injury;
  - c. remove a student who is violent from a situation; or
  - d. protect property from being damaged, when physical safety is also at risk
3. All uses of physical restraint must be carried out using the Emergency Safety Intervention procedures set forth in Section IV below.
4. A school employee may not be subjected to any sanction for failure or refusal to commit an act prohibited by this policy and the laws it is intended to implement.



5. Any district employee who "has knowledge of or has reason to suspect" the use of corporal punishment must follow the reporting and investigation requirements for Utah Code, Title 80, Chapter 2, Part 6, Child Abuse and Neglect Reports:
  - a. Reports must be immediately made to the building administrator (principal or assistant principal) and to law enforcement or the Utah Division of Child and Family Services.
  - b. The building administrator receiving a report must immediately file a report with law enforcement or the Utah Division of Child and Family Services.
  - c. Reports made on violations of this part are subject to the same requirements of confidentiality as provided under Section 80-2-1005.
  - d. Any school or individual who in good faith makes a report or cooperates in an investigation by a school or authorized public agency concerning a violation of the corporal punishment prohibition is immune from any civil or criminal liability that might otherwise result from such reporting or cooperation.
  - e. If a violation is confirmed, the building administrator will take prompt and appropriate action, including in-service training and other administrative action, to ensure against a repetition of the violation.
  - f. All findings and actions taken by the building administrator will be reviewed by the Superintendent. The Superintendent may make additional recommendations.
  - g. An employee may appeal any discipline imposed under this policy through the use of the employee grievance policy and/or orderly termination procedures for violations resulting in dismissal.
6. This policy does not prohibit the use of reasonable and necessary restraint or force with students who are educated pursuant to an individual education plan (IEP), Section 504 plan, or a behavior intervention plan. Such use of reasonable and necessary restraint or force must meet state, federal, and local guidelines governing qualified students with disabilities.

#### **IV. Emergency Safety Interventions**

1. A school employee may not subject a student to physical restraint or seclusionary time out unless utilized as a necessary emergency safety intervention (ESI) in compliance with this section.
2. Definitions
  - a. "Emergency safety intervention (ESI)" means the use of seclusionary time out or physical restraint when a student presents an immediate/imminent danger of physical violence/aggression towards self or others likely to cause serious physical harm. An "emergency safety intervention" is not for disciplinary purposes.
  - b. "Physical Escort" means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of guiding a student to another location.
  - c. "Physical restraint" means personal restriction immobilizing or reducing the ability of an individual to move the individual's arms, legs, body, or head freely.
  - d. "Seclusionary time out" means that a student is placed in a safe enclosed area, isolated from adults and peers, and under circumstances where the student reasonably believes he or she will be prevented from leaving the area.
3. General Provisions
  - a. Teachers and other personnel who may work directly with students shall be trained on the use of effective alternatives to ESI as well as the safe use of ESI and a release criteria.
  - b. ESI shall:
    - i. be applied for the minimum time necessary to ensure safety;
    - ii. be discontinued as soon as imminent danger of physical harm to self or others has dissipated;
    - iii. be discontinued if the student is in severe distress;
    - iv. never be used as punishment or discipline;
    - v. in no instance be imposed for more than 30 minutes
4. Students with Disabilities Receiving Special Education

- a. ~~Use of ESI for a student with a disability receiving specialized educational services under IDEA, Section 504 or a behavior intervention plan, shall be subject to the State of Utah's Least Restrictive Behavioral Interventions (LRBI) Technical Assistance Manual. The LRBI Manual provides guidance and information in creating successful behavioral systems and supports within Utah's public schools that:~~
    - i. ~~Promote positive behaviors while preventing negative or risky behaviors; and~~
    - ii. ~~Create a safe learning environment that enhances all student outcomes.~~
- 5. ~~Physical Restraint~~
  - a. ~~A school employee may, when acting within the scope of employment, use and apply physical restraint or force as an ESI as may be reasonable and necessary under the following circumstances:~~
    - i. ~~To protect the student or another person from serious physical harm;~~
    - ii. ~~to take possession of a weapon, other dangerous objects in the possession or under the control of a student; or~~
    - iii. ~~Where the student is destroying property and physical safety is at risk.~~
  - b. ~~When an employee exercises physical restraint as an ESI on a student, the following types of physical restraint are prohibited:~~
    - i. ~~prone, or face down;~~
    - ii. ~~restraint which obstructs the airway or adversely affects the student's primary mode of communication;~~
    - iii. ~~supine, or face up;~~
    - iv. ~~mechanical restraint, except for seatbelts or safety equipment used to secure students during transportation; or~~
    - v. ~~chemical restraint, except as prescribed by a licensed physician or other qualified health professional acting under the scope of the professional's authority and implemented in compliance with a student's Health Care Plan.~~
    - vi. ~~seclusion or restraint that is outside of the scope of ESI training.~~
    - vii. ~~restraint or seclusion that is maintained beyond the minimum time necessary and terminated as soon as the student no longer poses a danger to him/herself or others, or is maintained if the student is in distress.~~
- 6. ~~Seclusionary Time Out~~
  - a. ~~A school employee may, when acting within the scope of employment, place a student in seclusionary time out as an ESI under the following circumstances:~~
    - i. ~~the student presents immediate danger of serious physical harm to self or others;~~
    - ii. ~~any door remains unlocked; and~~
    - iii. ~~the student is within line of sight of the employee at all times.~~
- 7. ~~Notification~~
  - a. ~~If a crisis situation occurs requiring an ESI be used, the school or employee shall notify the student's parent/guardian and school administration~~
  - b. ~~Parent notification made under this section shall be documented in the student information system as required by R277-609-6(C)(4)~~
  - c. ~~Upon request of a parent/guardian, the school shall provide a copy of any notes or additional documentation taken during a crisis situation.~~
  - d. ~~A parent/guardian may request a time to meet with school staff and administration to discuss the crisis situation.~~
- 8. ~~Defacing or damaging school property--Student's liability--Work program alternative~~
  - a. ~~A student who willfully defaces or otherwise damages any school property may be suspended or otherwise disciplined.~~
    - i. ~~If a school property has been lost or willfully cut, defaced, or otherwise damaged, a school may withhold an official written grade report, diploma~~

- or transcript of the student responsible for the damage or loss until the student or the student's parent or guardian has paid for the damages.
- ii. ~~The student's parent or guardian is liable for damages as otherwise provided in Utah Code Section 78A-6-1113.~~
- b. ~~If the student's parent or guardian are unable to pay for the damages or if it is determined by the school in consultation with the student's parent or guardian that the student's interests would not be served if the parent or guardian were to pay for the damages, the school shall provide a program of work the student may complete in lieu of the payment.~~
  - i. ~~The school shall release the official grades, diploma, and transcripts of the student upon completion of the work.~~
- c. ~~The student's right to due process will be protected before any penalties are assessed.~~
  - i. ~~No penalty may be assessed for damages which may be reasonably attributed to normal wear and tear.~~
- d. ~~If the Department of Human Services or a licensed child-placing agency has been granted custody of the student, the student's records, if requested by the department or agency may not be withheld from the department for nonpayment of damages.~~

Reference: Utah Code 53G-8-302, 53G-8-303, 53G-8-304, 53G-8-305. R277-609 Related Policies: 40120 Reporting Child Abuse or Neglect

## PROHIBITION OF CORPORAL PUNISHMENT/USE OF EMERGENCY SAFETY INTERVENTIONS

### I. **Board Policy**

Park City School District's Board of Education acknowledges that Utah law prohibits corporal punishment in public schools but provides for the use of physical restraint or force under certain circumstances. The Board of Education authorizes the administration to develop appropriate guidelines for emergency safety interventions.

### II. **Definitions**

- a. "Chemical restraint" means the use of medication administered to a student, including medications prescribed by the student's physician or other qualified health professional, on an as-needed basis for the sole purpose of involuntarily limiting the student's freedom of movement.
  - i. Chemical restraints are prohibited by the Board
- b. "Comprehensive Emergency Safety Intervention Training" means a training required for key identified school personnel that has the components described in Subsection IV.2.
- c. "Corporal punishment" means the intentional infliction of physical pain upon the body of a student as a disciplinary measure.
- d. "Emergency safety intervention" or "ESI" means the use of seclusionary time-out or physical restraint when a student presents an immediate danger to self or others. An emergency safety intervention is not used for disciplinary purposes.
- e. "Emergency safety intervention committee" or "ESI committee" means an emergency safety intervention committee as described in section VI.
- f. "Functional behavior assessment" or "FBA" is a systematic process used to understand the function and purpose of a student's specific, interfering behavior and factors that contribute to the behavior's occurrence and nonoccurrence for developing effective positive behavioral interventions, supports, and other strategies to mitigate or eliminate the interfering behavior.
- g. "Foundational Behavior Support Training" means a training required for all school employees who supervise students, or may be asked to assist in managing a student's behavior that has the components described in section IV.
- h. "Immediate danger" means the imminent risk of physical violence toward self or others or other behaviors which are likely to cause substantial bodily injury or serious bodily injury.
- i. "Mechanical restraint" means the use of any device or equipment to restrict a student's freedom of movement.
- j. Mechanical restraints are prohibited except for protective and stabilizing restraints as prescribed by an appropriate medical or related services professional, restraints required by law, including

seatbelts or any other safety equipment when used to secure students during transportation, and any device used by a law enforcement officer in carrying out law enforcement duties.

- k. "Physical escort" means a temporary touching or holding of the hand, wrist, arm, shoulder, or back for the purpose of guiding a student to another location.
- l. "Physical restraint" means a personal restriction that immobilizes or significantly reduces the ability of a student to move the student's arms, legs, body, or head freely.
- m. "School employee" means:
  - i. a school teacher;
  - ii. a school staff member
  - iii. a school administrator; or
  - iv. any other person employed, directly or indirectly, by Park City School District.
- n. "Seclusionary time-out" means that a student is:
  - i. placed in a safe enclosed area by a school employee in accordance with the requirements of Utah Administrative Rules 392-200 and 710-4;
  - ii. purposefully isolated from adults and peers; and
  - iii. prevented from leaving, or reasonably believes that the student will be prevented from leaving, the enclosed area.
- o. "Serious bodily injury" means bodily injury that creates or causes serious permanent disfigurement, protracted loss or impairment of the function of any bodily member or organ, or creates a substantial risk of death.
- p. "Substantial bodily injury" means bodily injury, not amounting to serious bodily injury, that creates or causes protracted physical pain, temporary disfigurement, or temporary loss of impairment of the function of any bodily member or organ.
- q. "Student" means an individual who is:
  - i. Under the age of 19 and receiving educational services; or
  - ii. Under the age of 23 and receiving educational services as an individual with a disability.

### **III. Policies and Procedures for the Use of Emergency Safety Interventions.**

- a. Key identified school employees may use reasonable and necessary physical restraint in self-defense or when otherwise appropriate to the circumstances to:
  - i. obtain possession of a weapon or other dangerous object in the possession or under the control of a student;
  - ii. protect a student or another individual from physical injury;
  - iii. remove from a situation a student who is violent; or
  - iv. protect property from being damaged when physical safety is at risk.
- b. An ESI may not be used in place of appropriate, less restrictive interventions.
- c. Nothing shall prohibit a school employee from using less intrusive means, including physical escort, to address circumstances described in subsection III.1;
  - i. a definition of a key identified school employee for whom the ongoing comprehensive ESI training outlined in Subsection VI
  - ii. procedures to be followed when using ESI, including:
    - 1. Ensuring that the student is observed at all times by personnel who have received the comprehensive ESI training
    - 2. release criteria;
    - 3. Documentation;
    - 4. If a school employee physically restrains a student, the school or the school employee shall provide notice as soon as reasonably possible and before the student leaves the school to:
      - a. the student's parent; and
      - b. school administration.
    - 5. Debrief;
    - 6. reporting; and post-ESI assessment and monitoring of students;
- d. Park City School District allows individual schools to designate an enclosed area for the sole purpose of seclusionary time-out.
  - i. requirements and prohibitions for the designated enclosed area in accordance with Rules R392-200 and R710-4; and
    - 1. a written procedure outlining the approval process including:
      - a. requirements that a school proposing to designate an enclosed area include in their proposal a written description outlining the data and reasoning for designating an enclosed area;
      - b. approval by the Park City School District School Board in consultation with the ESI committee; and

- c. requirements around a written notification provided to parents within the school community before the designation of an enclosed area.
  - ii. Policies and procedures for the use of an ESI for a student shall be consistent with evidence- and research-based practices including the prohibition of:
    - 1. Physical restraint, subject to the requirements of subsection V.5, except when the physical restraint is allowed as described in Subsection III.1;
    - 2. prone, or face-down, physical restraint;
    - 3. supine, or face-up, physical restraint;
    - 4. physical restraint that obstructs the airway of a student or adversely affects a student's primary mode of communication;
- e. mechanical restraint, except as consistent with subsection II.9;
- f. chemical restraint, except as consistent with subsection II.1;
- g. seclusionary time-out, subject to the requirements of subsection II.14, except when a student presents an immediate danger of serious physical harm to self or others;
- h. for a student with a disability, ESIs written into a student's individualized education plan (IEP), as a planned intervention, unless:
  - i. school personnel, the family, and the IEP team agree less restrictive means have been attempted;
  - ii. FBA has been conducted; and
  - iii. a positive behavior intervention, based on data analysis has been written into the plan and implemented; and
- i. other dangerous practices as defined by the Park City School District, including dangerous practices outlined in the Least Restrictive Behavioral Interventions (LRBI) Technical Assistance manual incorporated by reference in Section R277-609-3.
- j. Park City School District shall have in place, as part of its special education policies, procedures, and practices, criteria, and steps for using ESI with students with disabilities consistent with state and federal law.
- k. Any district employee who "has knowledge of or has reason to suspect" the use of corporal punishment must follow the reporting and investigation requirements for Utah Code, Title 80, Chapter 2, Part 6, Child Abuse and Neglect Reports.
  - i. Reports must be immediately made to the building administrator (principal or assistant principal) and to law enforcement or the Utah Division of Child and Family Services.
  - ii. The building administrator receiving a report must immediately file a report with law enforcement or the Utah Division of Child and Family Services.
  - iii. Reports made on violations of this part are subject to the same requirements of confidentiality as provided under Section 80-2-1005.
  - iv. Any school or individual who in good faith makes a report or cooperates in an investigation by a school or authorized public agency concerning a violation of the corporal punishment prohibition is immune from any civil or criminal liability that might otherwise result from such reporting or cooperation.
  - v. If a violation is confirmed, the building administrator will take prompt and appropriate action, including in-service training and other administrative action, to ensure against a repetition of the violation.
  - vi. All findings and actions taken by the building administrator will be reviewed by the Superintendent. The Superintendent may make additional recommendations.
  - vii. An employee may appeal any discipline imposed under this policy through the use of the employee grievance policy and/or orderly termination procedures for violations resulting in dismissal.
- l. Defacing or damaging school property--Student's liability--Work program alternative
  - i. A student who willfully defaces or otherwise damages any school property may be suspended or otherwise disciplined.
    - 1. If a school property has been lost or willfully cut, defaced, or otherwise damaged, a school may withhold an official written grade report, diploma or transcript of the student responsible for the damage or loss until the student or the student's parent or guardian has paid for the damages.
    - 2. The student's parent or guardian is liable for damages as otherwise provided in Utah Code Section 78A-6-1113.
  - ii. If the student's parent or guardian are unable to pay for the damages or if it is determined by the school in consultation with the student's parent or guardian that the student's interests would not be served if the parent or guardian were to pay for the damages, the school shall provide a program of work the student may complete in lieu of the payment.

1. The school shall release the official grades, diploma, and transcripts of the student upon completion of the work.
  - iii. The student's right to due process will be protected before any penalties are assessed.
    1. No penalty may be assessed for damages which may be reasonably attributed to normal wear and tear.
  - iv. If the Department of Human Services or a licensed child-placing agency has been granted custody of the student, the student's records, if requested by the department or agency, may not be withheld from the department for nonpayment of damages.
- IV. Emergency Safety Interventions (ESI) Training Requirements.**
- a. Beginning with the 2025-2026 school year, all key identified school employees who supervise students, or who may be asked to assist in managing a student's behavior, shall receive foundational behavior support training, which shall include:
    - i. behavioral or emotional crisis management, including de-escalation strategies consistent with the (LRBI) manual incorporated by reference into Section R277-609-3; and
    - ii. policies related to ESI.
  - b. The foundational behavior support training, described in subsection IV.1, must be completed within two months or 30 days if working directly with a student with disabilities, of employment and bi-annually, thereafter.
  - c. Key identified school employees shall receive comprehensive ESI training in addition to the foundational behavior support training.
  - d. The Comprehensive ESI training shall include:
    - i. the appropriate, safe, and effective use of ESI; and
    - ii. documentation of ESI.
    - iii. The comprehensive ESI training shall be completed before a school employee is authorized to use an ESI with a student and annually, thereafter.
- V. Implementation of Physical Restraint and Seclusionary time-out.**
- a. Physical restraint may only be used when a student presents an immediate danger to self or others and when no other safe or effective intervention is available.
  - b. A school employee may not use physical restraint as a means of discipline or punishment.
  - c. When used consistently with the policy under Section III:
    - i. a physical restraint must be immediately terminated when:
      1. A student is no longer an immediate danger to self or others; or
      2. A student is in severe distress; and
    - ii. the use of physical restraint shall be for the minimum time necessary to ensure safety, as reasonably understood by the school employee, and a release criteria, as outlined in Park City School District policies, must be implemented.
  - d. A school employee may not use physical restraint on a student for more than the shortest of the following before stopping, releasing, and reassessing the intervention used:
    - i. the amount of time described in Park City School Districts ESI training program;
    - ii. 30 minutes; or
    - iii. when law enforcement arrives.
  - e. If a school employee physically restrains a student, the school or the school employee shall provide notice as soon as reasonably possible and before the student leaves the school to:
    - i. the student's parent; and
    - ii. school administration.
  - f. In addition to the notice described in Subsection (5), if the use of physical restraint occurs more than 15 minutes, the school shall immediately provide notification to:
    - i. the student's parent; and
    - ii. school administration.
  - g. If a school employee physically restrains a student, the school or the school employee shall provide documentation of the physical restraint to the ESI committee described in Section VI, and the student's parent.
  - h. A notice described in Subsections (5) and (6) shall be documented within the student information systems (SIS) records.
  - i. Seclusionary time-out may only be used when a student presents an immediate danger to self or others and when no other safe or effective intervention is available.
  - j. A school employee may not use seclusionary time-out as a means of discipline or punishment.
  - k. A school employee may not place a student in a seclusionary time-out for more than 30 minutes.
  - l. If a school employee uses seclusionary timeout, the school employee shall:
    - i. use the minimum time necessary to ensure safety, as reasonably understood by the school employee ;
    - ii. use release criteria outlined in LEA policies;

- iii. ensure that any door remains unlocked consistent with the fire and public safety requirements described in Rules R392-200 and R710-4;
    - iv. ensure the student is observed at all times by personnel who have received the comprehensive ESI training; and
    - v. have used other less restrictive interventions before the use of seclusionary time-out.
  - m. If a student is placed in seclusionary time-out, the school or the school employee shall provide notice as soon as reasonably possible and before the student leaves the school to:
    - i. the student's parent; and
    - ii. school administration.
  - n. In addition to the notice described in Subsection (13), if a school employee places a student in seclusionary time-out for more than 15 minutes, the school employee shall immediately provide notice to:
    - i. the student's parent; and
    - ii. school administration.
  - o. If a student is placed in seclusionary time-out, the school employee shall provide documentation of the physical restraint to the ESI committee described in VI.
  - p. A notice described in Subsections (13) and (14) shall be documented within the student information systems (SIS) records.
  - q. If a school employee uses any ESI, a school shall provide a parent with a copy of any notes or additional documentation, including a description of the physical space in which the seclusionary time-out occurred or the type of physical restraint that was used, taken during the use of the ESI upon request of the student's parent.
  - r. Within 48 hours of the school using an ESI with a student, a school shall provide notice to a parent that the parent may request a copy of any notes or additional documentation taken during the use of the ESI.
  - s. A parent may request a time to meet with school staff and administration to discuss the use of an ESI.
- VI. R277-608-6. Emergency Safety Intervention (ESI) Committee.**
- a. Park City School District shall establish an ESI Committee.
  - b. The ESI Committee shall:
    - i. Include:
      - 1. at least one administrator;
      - 2. at least one licensed educational professional with behavior support training and knowledge in both state law and discipline policies related to ESIs;
      - 3. at least one parent or guardian of a student enrolled in Park City School District, appointed by the Park City School District; and
      - 4. at least one other licensed educator; at least one administrator;
      - 5. at least one licensed educational professional with behavior support training and knowledge in both state law and Park City School District discipline policies related to ESIs;
      - 6. at least one parent or guardian of a student enrolled in Park City school District, appointed by the Park City School District and
      - 7. at least one other licensed educator;
    - ii. often enough to monitor the use of ESI in Park City School District;
    - iii. determine and recommend professional learning needs;
    - iv. shall develop policies for processes to resolve concerns regarding the use of ESIs; and
    - v. ensure that each emergency incident where a school employee uses an ESI is documented in the student information system and reported to the Superintendent.
- VII. R277-608-8. Reporting.**
- a. Park City School District shall have procedures for the collection, maintenance, and periodic review of documents or records of the use of ESIs at schools.
  - b. Park City School District shall provide documentation of any school, program, or use of ESI to the Superintendent annually.
- VIII. R277-608-9. Superintendent Responsibilities.**
- a. The Superintendent shall define the procedures for the collection, maintenance, and review of records described in Subsection R277-609-8(1).
  - b. The Superintendent shall periodically review:
    - i. All ESI data submitted to the Superintendent;
    - ii. All special education behavior intervention, procedures, and policies; and
    - iii. ESI data as related to students with disabilities who are eligible or being evaluated for special education services in accordance with Utah's Program Improvement and Planning System (UPIPS).

- c. The Superintendent shall provide technical assistance to Park City School District in developing and implementing policies and training employees in the appropriate use of ESI to the extent of resources available.

Reference: Utah Constitution Article X, Section 3; Utah Code R277-608, R277-609, R392-200, R710-4, R277-111, R392-200, R710-4; Public Education Statutes, Title 53G, Chapter 8, Part 3  
Related Policies: 10120 Reporting Child Abuse or Neglect

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