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September 10, 2014

Board of Education  
Salt Lake City School District  
440 East 100 South  
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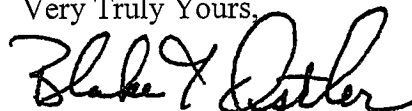
Re: Independent Investigative Final Report

Dear Board Members:

We are pleased to deliver to you the External Investigator's Final Report. This Report does not differ in any way from the initial draft Report delivered to the Board of Education for review except for minor typographical error corrections. Throughout the investigation, and in preparing the Report, we have emphasized independence from any prior investigation conducted by the School District and also from any influence by the Board of Education or any individual member thereof. Neither the initial draft Report delivered to you, nor the Final Report, as delivered after meeting with the Board of Education, was influenced in any way by any Board Member or Administrator of the Salt Lake City School District. No Board Member or Administrator attempted to influence our findings and conclusions -- and we would not have accepted such influence or any suggestions from them in any event. Thus, this Final Report represents our own findings and conclusions without regard to the interests of or influence from any individual, administrator, Board Member or the Board of Education as a whole.

It has been our honor to serve as independent investigators to the Salt Lake City School District. We submit our Final Report to the scrutiny of the Board and the public to the extent the Board of Education deems appropriate.

Very Truly Yours,



Blake T. Ostler

**REPORT OF SPECIAL AND INDEPENDENT INVESTIGATION TO THE  
BOARD OF EDUCATION OF THE  
SALT LAKE CITY SCHOOL DISTRICT**

**PREPARED BY:  
THOMPSON OSTLER & OLSEN  
ATTORNEYS AT LAW**

**I. SCOPE OF INVESTIGATION**

This investigation was initiated by Request for Proposal RFP #JB1509-II issued 12 March 2014 by the Board of Education of the Salt Lake City School District. The scope of work to be accomplished is defined in the Request for Proposals (RFP) (attached hereto as Exhibit 1) as follows:

Investigator will be charged to review and investigate complaints related to a specific personal event. The Investigator will present a detailed report of their findings directly to the Salt Lake City Board of Education.

Among the complaints at issue were those stated in a 7 March 2014 letter (email) from Ashley Hoopes to members of the Board of Education purporting to represent concerns of interested parents of students at the Uintah Elementary School. A copy of this letter is attached hereto as Exhibit 2.

In this investigation, special stress had been placed on: (1) independence of the investigation; (2) completeness of the investigation; (3) fairness of the investigation to all those involved; and (4) investigating the validity of each charge set forth in the 7 March 2014 letter sent from Ms. Ashley Hoopes on behalf of interested parents.

Therefore, special care has been taken to maintain complete independence from any persons in the School District administration and/or Board of Education with respect to the tasks to fulfill the obligations underlying the Requests for Proposal, scope of investigation and Findings and Recommendations. We have not received or sought any input from any Board member or any administrative personnel regarding who to interview, what to review or any conclusion to be

reached—nor would we have accepted such suggestions if they were offered. Independence and fairness were of utmost concern and emphasis to us.

Initial interviews were conducted with School District outside legal counsel Fabian and Clendenin, attorney John Robson, and Byron Garritson to obtain all relevant documents and information which had been gathered in the prior investigation. However, none of the conclusions or recommendations of either Mr. Robson or Mr. Garritson were reviewed and/or considered until after independent counsel had arrived at its own conclusions regarding the independent investigation and used such information only to further inform its findings without changing them. The information obtained from Mr. Robson and Mr. Garritson played no role in the conclusions reached by Thompson Ostler & Olsen. Our intention was to maintain independence from all prior investigations and from any perception of influence by School District Administration and the School District Nutrition Office.

For purposes of carrying out the duties undertaken in the Request for Proposals, we interviewed every principal and nutrition manager of all schools which did not have at least 60 percent of its students on free and reduced lunch and also excluding high schools. We deemed the high schools and schools with a high percentage of students having free and reduced lunch to be dissimilar to Uintah Elementary School and not helpful to our investigation. In addition, we interviewed at least two lunch room employees at every school with the criteria identified.

In addition, we interviewed Mr. Steven Woods and Mr. Kelly Orton in the School District Nutrition Office and all supervisors under the supervision of the School District Nutrition Office. We also interviewed Janet Roberts, Business Administrator and Superintendent McKell Withers. We pursued every suggestion to determine whether Mr. Orton, Ms. Roberts or Superintendent Withers had any accountability for the events at Uintah Elementary School in particular or for the events leading thereto.

Throughout the investigation we have obtained all relevant documents that we could identify. All documents were provided to us readily and, to the best of our knowledge, no documents were withheld from us during our investigation.

We also interviewed the Nutrition Program Directors in each of the Wasatch Front School Districts from Ogden to Nebo. We interviewed them thoroughly regarding practices and policies related to removing lunches from students in the event of an account deficit.

## **II. OVERVIEW OF ISSUES AND PRIOR HISTORY**

1. **Background.** The investigation focused on events that occurred at the Uintah Elementary School in the Salt Lake City School District. To appropriately assess and understand these events, it is necessary to have some background information related to the Salt Lake City Nutrition Program and the interests at issue. The issues investigated related to incidents that occurred on 28 January 2014 when 17 lunches were taken away from students at Uintah

Elementary school after they had already picked them up. The lunches were removed at the point of sale. Several students were upset and an interested patron (a parent)<sup>1</sup> informed the media of the incident which garnered both nationwide and worldwide attention. Widespread outrage was expressed by numerous individuals who communicated with the School, District Office and District Nutrition Office through email, telephone calls and mail. The feedback provided by those contacting the School District range from offers of support to outrage and threats of bodily harm and death.

The lunches were removed from these students because these students showed a deficit in their school lunch account. The issues investigated thus pit competing interests against each other:

- (a) a student who receives a lunch should pay for it unless he or she qualifies for a free and reduced lunch.
- (b) no child should go hungry simply because his or her parent did not pay for the lunch.

**2. Initiation of the School District's Present Practice.** The current practices of the Salt Lake City School District related to whether a lunch is removed from a student go back to the 1995-1996 time-frame when Superintendent Darline Robles became Superintendent of the Salt Lake City School District. During her first year as Superintendent, 1995-1996, Superintendent Robles adopted a policy that all students would receive a lunch without having to pay for it. During that period no lunches were taken away. However, the School District quickly discovered that such a policy is not economically sustainable and changed it. During the school year 1996-1997 the policy was changed because the deficit in student accounts for school lunch had become so large that they were no longer feasibly sustainable. At that time, an unwritten practice was adopted that a student would be denied a full and complete lunch only after attempts at intervention to get parents to pay for the lunch had been exhausted. These interventions included sending home notices with students to parents regarding school account deficits; computer notices to parents who paid school lunch by computer and telephone contact with parents by the school lunch Nutrition Manager in a school.

In addition, the Salt Lake City School District adopted a system whereby each school becomes responsible for student lunch account deficits at the end of each year. Thus, principals became ultimately responsible to determine that amount of a school lunch account deficit that would be allowed for students and to ultimately pay from a school account at the end of each school year for the total of all lunch account balances. However, principals were not given authority to hire or fire Nutrition Managers, or oversee their programs or provide managerial responsibility or oversight. Principals generally did not receive notice of communications from the

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<sup>1</sup> The child of the complaining parent did not have her lunch taken away. The student of the complaining parents brought a home lunch but wanted pizza too that was served that day.

District Nutrition Office. In other words, school principals do not control who gets lunch but only the amount of the school account deficit.

**3. Current Practice.** The resolution adopted during the 1996-1997 school year became formalized beginning on or about 2002 in a document entitled “An Authorization of School Meal Credit Plan.” A copy of the Authorization of School Meal Credit Plan that was used for all schools for the school year 2012-2013 and continuing through the school year 2013-2014 is attached hereto as Exhibit 3.

The School Principal at Uintah Elementary during the school year 2011-2012 was Shauna Carl. In relevant part the Uintah Elementary School Meal Credit Plan provided:

Difficulties arise when a student does not qualify for free or reduced-price school meal benefit and lacks the funds to pay for the meal. It is the desire of all involved to feed the student, but financial challenges and bureaucratic regulations hinder the process. Therefore partnership agreement is necessary to establish clear guidelines that provide direction to Child Nutrition employees concerning the feeding of students who do not qualify for free or reduced school meals and lack funds to pay for their meal.”...\*\*\* The authorization of school meal credit plan for Uintah Elementary provided that the kitchen manager “will establish a credit limit of \$0<sup>2</sup> for each student’s meal account and “which amounted to a total of three lunches or three breakfasts.” The specific provisions of the authorization of school milk credit plan at Uintah provided:

1. The kitchen manager will establish a credit limit of \$10 for each student meal account.
2. The kitchen manager shall allow students to charge a meal account for a reimbursable meal until it exceeds the established credit limit or the school principal provides written instructions to do otherwise.
3. Written approval for charges will be acknowledged through the use of a Negative Balance Report. This report will be provided by the kitchen manager to the school principal on the first day of each school week. The report will list the student name, identification number, grade level, classroom and current account balance for all students who have a negative meal account balance.

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<sup>2</sup> The zero (o) represents a blank to be filled in by the school principal.

4. The school principal shall evaluate student needs and specify in writing on the Negative Balance Report special instructions for students that will be denied a meal, extended additional credit, or provided the Milk & Fruit option. A signed copy of the report shall be returned to the kitchen manager one-half hour prior to the scheduled lunch period.
5. The kitchen manager will follow the instructions specified on the Negative Balance Report. **Students who lack funds to pay for their meal and do not have written approval will be denied service and directed to the school principal or designated representative. To avoid embarrassment, any student that will be denied a meal or limited to the Milk & Fruit option should be notified of the decision by the school principal or designated representative prior to the lunch period.**
6. The kitchen manager will send a written notice to the parent/guardian when the student account changes from a positive to a negative balance. A second written notice will be sent by the kitchen manager to the parent/guardian when the student account shows charges in excess of \$4.00. A third written notice when an application for free and reduced meal benefits will be sent to the parent/guardian when the student account shows charges in excess of \$8.00.
7. All payments made by the parent/student shall be directed to the kitchen manager who will credit the school guest account or the appropriate student account. Student accounts will be paid in full on the last school day of the school calendar year or when student transfers occur, whichever is first.
8. The Child Nutrition Department will invoice each school on June 15 for all student accounts that show a negative balance. The school will provide payment (Journal Entry) within (10) ten days to the Child Nutrition Department. (Emphasis added).

Virtually every school in the Salt Lake City School District had an identical Authorization of School Meal Credit Plan. The only differences were the amounts of the school lunch account

deficit that would be allowed for students. The school lunch deficit for Uintah Elementary School was changed by Principal Malouf for the 2013-2014 school year to \$5, reduced from \$10. Principal Malouf stated that the amount was suggested by Ms. Shirley Canham and agreed upon between her and Ms. Shirley Canham, the Nutrition Manager at Uintah Elementary School. In a 21 August 2013 email to Mr. Kelly Orton, Principal Malouf stated:

Hi Kelly and Diana, Would like to change Uintah's debt limit to \$5. I would like to adjust our agreement to state: students may accrue a negative balance up to - \$5 unless specific instructions are provided in writing by the principal. Students that lack funds and have not made prior arrangements will be denied service and provided a fruit and milk. Please let me know if you need anything additional from me. Thank you for all you do. Chelsea Malouf, MED.

Although Principal Malouf stated in her interview with independent counsel that she had established a clear policy with Ms. Canham at the beginning of the school year that no student would ever be denied a complete lunch and provided a fruit and milk, her written letter to the School District suggests otherwise. Ms. Canham stated in her interview that she was aware at the beginning of the 2013-2014 school year that Principal Malouf had established the limit of \$5 and that the school policy was that a student would be denied a complete meal and given a fruit and milk if there was more than \$5 deficit in that student's school lunch account.

The practice as of 28 January 2014 was for students to pay for lunches after having picked up their lunches. The Nutrition Manager in each school is located at the end of the line where students pay for lunch—or at “the point of sale.” When a student approaches the point of sale, the student's identification is entered into the computer reading system and notice is given to the Nutrition Manager as to whether the student has sufficient funds in his or her lunch account to pay for the lunch. The amount of deficit permitted is determined by each school's current School Meal Credit Plan. If a student's account is low, then notices will be sent to student's parents by means of school notes, telephone calls and, where parents have “opted in” to receive notice in MyPaymentPlus, by computer notification, (discussed below). If the student's account deficit is greater than the limit set by that school's Principal, then the only option available to the Nutrition Manager is to indicate the “fruit and milk” option. The established guideline is to then take the lunch away from the student, throw it away, and give the student a fruit and milk. In actual practice we found that Nutrition Managers would often (but not always) hit the fruit and milk option but allow the student to take the full lunch anyway to avoid embarrassing the student by taking the lunch away.

**4. Change from PAYPAMS to MyPaymentsPlus.** During the 2012-2013 school year the District Nutrition Department decided to change its billing software from the existing PAYPAMS to a new software to avoid the per transaction costs that were involved with PAYPAMS. Pursuant to an appropriate bidding process, the School District decided to pursue the “MyPaymentsPlus” software platform that built upon an existing source-code platform with

specialized features for the Salt Lake City School District. The software was rolled out and tested in high schools and certain Beta test sites before being launched district wide. Beginning with the 2013-2014 school year, MyPaymentsPlus totally replaced the prior PAYPAMS program. At the time of change, the District Nutrition Department including, Mr. Orton, were unaware that PAYPAMS had a feature which assisted parents to know when their student lunch account balances were approaching the school limit. PAYPAMS automatically sent notice to parents without being requested. However, MyPaymentsPlus had an “opt-in” option which required parents to affirmatively request notices of account balances. The fact that this change to the system of giving notice to parents of school lunch account deficits was unnoticed by the District Nutrition Department was a contributing factor to the events that occurred on 28 January 2014 at Uintah Elementary School.

The issues with the new software were exacerbated by the fact that the District Nutrition Department had given the task of sending letters notifying parents of the change to each school principal. The District Nutrition Office prepared letters in Spanish and English regarding MyPaymentsPlus that informed parents how to access the system through a website.

Based upon our interviews, we were unable to find any elementary school principal that was aware of the obligation to send out the letters regarding MyPaymentsPlus. Some other principals commented that they would not have seen or been aware of such notices because they were routinely handled by the school’s front office. We have ascertained that the letters were in fact provided by the District Nutrition Office to each of the high schools and those schools that were involved in the Beta testing of the software.<sup>3</sup>

However, we were unable to ascertain that any elementary school that was not involved in the Beta testing actually received or was aware of the notice of the MyPaymentsPlus letter to be sent to parents notifying them of the change from PAYPAMS to MyPaymentsPlus and how they could access the new service provided by MyPaymentsPlus. However, even if the letter had been sent, it did not notify parents that in order to receive notices of lunch account balance deficits they would have to “opt in” or affirmatively request that such notices be sent to them. We have concluded that the parents at Uintah Elementary did not receive notice of the change from PAYPAMS to MyPaymentsPlus in general and of the necessity of opting in to affirmatively request that notices of account balance deficits be sent to them prior to the incident on 28 January 2014 in particular.

We also found that the issues related to the change from PAYPAMS to MyPaymentsPlus were not relevant in schools that had a high percentage of free and reduced lunch qualified students. In these schools, when there were lunch account deficits, the deficits were largely assumed to be due to the fact the parents simply had not filled out the necessary paperwork to

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<sup>3</sup> The Beta test sites were tested beginning 8 April 2013. The Beta sites included all district high schools, SLCS, Columbus, Horizonte and its off-campus field sites. All other schools in the District went live with MyPaymentsPlus in August 2013.



qualify for free and reduced lunch and lunches were provided regardless of payment by the student for the lunch.

In addition, we confirmed with Principal Malouf that she had not seen the letters provided by the District Child Nutrition Department regarding the change to MyPaymentsPlus to be sent to parents and she was unable to either confirm or deny whether the letters had been sent. She stated in her interview that if such letters had been received it was likely that they would have been handled by the front office and that she would not have ever seen them. However, when we interviewed those involved in the school office they were unable to confirm whether they had either seen or sent the MyPaymentsPlus letters to be sent to the parents at the beginning of the 2013-2014 school year.

**5. School District Nutrition Efforts to Address Account Deficit Issues.** We were able to confirm that on 19 November 2013 the School District Nutrition Department sent a letter to all Nutrition Managers in every school in the Salt Lake City School District entitled “What’s Cooking” monthly letter that addressed the issue of student school lunch account deficits and attempted to make sure that students were not embarrassed by taking away a lunch without good cause.

In post-incident personnel interviews and written employee discipline letters with employees involved in the incidents addressed to Peggy Bjornn and Shirley Canham, Mr. Kelly Orton asserted that this “What’s Cooking” notified all school Nutrition Managers that in no event were they supposed to ever take away a student lunch. However, the plain reading of the November 19, 2013 “What’s Cooking” does not support his position. Instead, it reiterates the long standing practice in the School District that school lunches are to be refused to a student only after a number of prior interventions have been attempted. The provisions regarding “managing school credit limits” stated:

Our objective is to avoid embarrassing a child by taking away their tray at the point-of – sale. To achieve this objection, the following communication standard is expected of each Kitchen Manager:

1. Know your school credit limit (view shared filed: CHILD-NUTRITION\_SCHOOLS/School\_Meal\_Credit/Summary\_of\_School\_Meal\_Agreement.pdf).
2. At the end of each day, run a negative balance report for your school site (Reports/Point-Of-Service/Account-Balances-By-Date). Black out Eligibility Numbers and highlight all students who you believe will be denied a lunch/breakfast the next day because their account balance will exceed the school credit limit.

3. Provide the list to your school principal IN A TIMELY MANNER and request their direction on what to do with each child. Keep them informed and ask for their assistance when a student account is getting out of hand. Suggest the following solutions.

a. Utilize the school account to pay down each student's negative balance before lunch is served to avoid the credit limit.

b. Have an adult (from the office) contact the child and/or parent before lunch and advise them that they can only take a fruit and milk until they can pay for their meal.

c. Utilize the school's Phone Contact Service to contact the parents of students who have a large negative account balance.

4. Coordinate with the school principal, office staff and teachers on how to utilize school mail to contact parents/students through letters sent home. Communicate the process and expected day(s) when these letters will be sent home to parents.

5. Whenever possible, communicate to parents how easy and effective **MyPaymentsPlus** can be to notify them of their child's daily meal account balance (at no cost). Direct them to the district web page for more information and to sign up for the payment service.

In addition, we have determined that the practice in the School District required each school's Nutrition Manager to post the "What's Cooking" letters on bulletin boards where they were easily accessible by school lunch workers. Although, both Ms. Anderson at Wasatch and Ms. Canham at Uintah denied having ever seen or received the 19 November 2014 "What's Cooking" letter, we ascertained through the email string provided on the notice that they had, in fact, received it. However, it appears that they either failed to appropriately access it or were not honest regarding whether they had in fact received it and seen it.

**6. Events at Wasatch Elementary School.** Before the incidents at Uintah Elementary School occurred on 28 January 2014, there were two incidents at Wasatch Elementary School that: (a) provided warning to the District Nutrition Department regarding high balances; and (b) were nearly identical to the events that occurred on 28 January 2014 at Uintah Elementary School. On 18 December 2013, Ms. Peggy Bjornn reviewed the large number of fruit and milk lunches that had been provided at Wasatch Elementary School. Wasatch Elementary had 657 fruit and milk lunches indicated between 28 August 2013 and 7 February 2014. Ms. Summer Anderson, the Nutrition Manager at Wasatch Elementary School, did not provide an explanation as to why there were so many fruit and milk lunches. However, she clearly stated in our interview with her that she had only rarely taken a lunch away from a student and instead had hit the fruit and milk option

whenever the student did not have sufficient funds in his or her account; but even though she indicated “fruit and milk” she still allowed the student to take the entire lunch.

On 18 December 2013, Ms. Bjornn brought a list of names of children who owed money to the front office. Ms. Anderson was not present and thus Ms. Bjornn could not speak with her to find out why there were so many fruit and milk lunches. However, Ms. Bjornn was informed that the parents may not have been notified of the deficits in their lunch accounts. Ms. Bjornn was informed that Ms. Anderson had not sent notes home to the parents. Therefore, on 18 December 2013, Principal Julie Miller suspended the school lunch account deficit to allow children to eat lunch. Calls were made to parents by Cindy Mills, a front office secretary, Peggy Bjornn and Principal Miller. Ms. Mills indicated that a large number of parents responded and brought money to replenish their accounts by the next day. According to Principal Julie Miller, it was Ms. Bjornn’s decision to suspend the limit on 18 December so that students could eat lunch because the parents had not been contacted. She indicated that Cindy Mills, Principal Julie Miller and Ms. Bjornn contacted about 80 percent of the parents to put money into their accounts.

In our interview with her, Principal Miller stated that she had a policy that no child would ever go without a lunch. She stated that the school has established a PTA account to pay for lunches in the event of a shortfall. However, those in the front office did not know about any account that had been established to pay for lunches if the account was in a deficit.

After 18 December 2013, Ms. Bjornn continued to track the number of fruit and milks that were given at Wasatch Elementary School. She noted that an inordinately high number of fruit and milks continued to be given. When questioned, Ms. Anderson indicated that she hit the fruit and milk whenever the students account was in a deficit and she believed she had no other option provided on the point of sale system whenever a student had a deficit in the account. Because of the large number of fruit and milks given at Wasatch Elementary School, Ms. Bjornn returned to Wasatch Elementary on 7 January to determine why there continued to be such a high number of fruit and milks. Ms. Bjornn came to Wasatch Elementary School and checked with Ms. Anderson to see why there continued to be such a high number of fruit and milks. Ms. Anderson indicated that she was current on contacting parents by notes being sent home and by telephone. Ms. Bjornn then proceeded to the lunchroom with Summer Anderson to observe what was actually occurring in the lunchroom to see if she could arrive at a conclusion as to why so many fruit and milks continued to be indicated.

Ms. Summer Anderson stated that she was not aware of the November “What’s Cooking.” However, she also stated that she understood that if the parents had been notified and a child arrived at the point of sale in the lunch line with an account deficit, then the School District “policy” was to take the lunch away, give a fruit and milk and “toss the lunch in the garbage.” Ms. Anderson stated that the only time that she had ever thrown lunches away and given a fruit and milk was if a supervisor was there watching her because she was afraid she would get in trouble if she did not follow the District policy regarding lunches.

On 7 January Ms. Bjornn discussed the account deficits with Ms. Anderson. An inquiry was made as to whether there were funds at the school to pay for lunches for students who had a deficit in their account. Cindy Mills stated that there was no account that she was aware of that would cover the lunch deficits but they could get money from the Coke machine to pay for the lunches. However, Peggy Bjornn indicated that taking money from the Coke machine to pay for lunches would be inappropriate.

When students began to come through the line and arrived at the point of sale with lunches in hand, a third or fourth grade girl did not have sufficient funds to pay for the lunch. Summer Anderson told the little girl that they were going to have to take her lunch away and give her fruit and milk. The little girl became very upset and began to cry. At that point, Summer Anderson also became upset and began to cry. According to Ms. Anderson, she stated: "I just can't do it." She got up and walked out. That left Ms. Bjornn alone at the point of sale with students in line to get lunches. As students proceeded to the point of sale who did not have sufficient money in their account, Ms. Bjornn would inform the student that they needed to take a fruit and milk, and according to several witness statements, Peggy Bjornn took the lunches away and put them back with the lunches that remained to be picked up by students. As other students became upset, a custodian, Mr. Gutierrez, stepped in and gave \$14.00 for any students who needed lunch. In addition, other employees began to step in and pay for student lunches. At that point, Ms. Bjornn receipted the funds and no further lunches were taken away.

Early in the investigation we found some evidence that suggested that Superintendent Withers may have been informed of events at Wasatch Elementary prior to the occurrence of the events at Uintah Elementary on 28 January 2014. If he had received such notice it may have been suggested that Superintendent Withers had notice of the outstanding concerns regarding lunches having been taken away from students and failed to act based on that knowledge. However, we determined conclusively that he had not been informed of any of the incidents at Wasatch Elementary School until the events at Uintah had already occurred. We concluded that neither Superintendent Withers nor Business Administrator Roberts had notice of specific concerns and incidents until after the events at Uintah Elementary occurred. They both knew of the general practices of the School District.

### **III. EVENTS DURING THE 2013-2014 SCHOOL YEAR DIRECTLY CONTRIBUTING TO THE EVENTS AT UINTAH ELEMENTARY SCHOOL ON 28 JANUARY 2014**

**1. Adoption of a New Computer Program for Parents of Student Lunches.** At the beginning of the 2013-2014 school year the School District adopted a new computer program pursuant to which parents could prepay for student lunches. We have concluded that while notice was given to high school principals and those participating in Beta testing the program prior to district-wide implementation, insufficient notice was given to elementary school principals regarding the notice letters to be sent to parents of the change. In addition, even if the letters had been sent, these letters did not notify parents that they needed to affirmatively "opt-in" to receive

notifications of its school lunch balances. Several parents stated that they were confused by the fact that they were not receiving notifications through the school's computer program regarding account deficits.

**2. Limiting Response Options When a Lunch Account Deficit Occurred.** In addition, with the new computer system the options available to the nutrition managers when students had an account deficit were limited. Once a student had reached the account deficit limit established by each school principal pursuant to the Authorization of School Meal Credit Plan, the only option available to the nutrition manager was to activate the "milk and fruit" option at the point of sale. The system would not allow a nutrition manager to activate any other option in the event of a deficit in the balance.

**3. Addressing Specific Concerns Regarding Prior Notice to Parents.** By November of 2013, the issue of deficits in school lunch accounts had become a sufficient concern that the District Nutrition Office found it would be advisable to address in the "What's Cooking" communication to each nutrition manager in the school district. As stated above, the 19 November 2013 "What's Cooking" letter was emailed to each nutrition manager. However, the Nutrition Managers at both Wasatch Elementary School and Uintah Elementary School do not recall having seen the 19 November 2013 "What's Cooking" prior to the events of 28 January 2014 at Uintah Elementary School. The email header provided to us by another school nutrition manager showed that, in fact, both Shirley Canham at Uintah and Ms. Anderson at Wasatch received the email with the attachment. However, neither they nor other lunch workers in their programs remember the November "What's Cooking" having been posted in the elementary school nutrition manager office as required by both policy and practice. In addition, we find that each of the nutrition managers was trained on the new MyPaymentPlus computer system and provided working knowledge of the new MyPaymentsPlus system.

Based upon the 19 November 2013 "What's Cooking", it may be concluded that the deficits in students accounts were a sufficient concern that the School District Nutrition Office felt that it needed to be addressed. However, while the "What's Cooking" notification outlines steps that should be taken before school lunches are taken away from students and fruit and milk given to them in substitute, it is clear that the "What's Cooking" did not establish a new policy or practice whereby student lunches would never be taken away from students. We note that in his 13 February 2014 letter to Field Supervisor Peggy Bjornn, Kelly Orton stated that she "did not adhere to nor follow the new policy about not removing/replacing lunches that was presented to you in November 2013 as well as in January 2014. You were present for the trainings but failed to incorporate the new directives to your kitchen managers nor to the schools they support." We find that the assertion that there was a "new policy about not removing/replacing lunches" is not accurate. In fact, the 19 November 2013 "What's Cooking" merely reiterated the prior stance and practice throughout the Salt Lake City School District. There was never a policy to "not remove" school lunches and the "What's Cooking" merely reiterated the steps to be taken before taking a lunch away from a student rather than giving a directive to never take away lunches. We also note

this matter because, in the initial interview Mr. Orton indicated that the School District had effectively given notice that school lunches were never to be taken away in the 19 November 2013 “What’s Cooking”. However, in our follow-up interview with Mr. Orton, he clearly stated that the practice had been to take away lunches after all other interventions had failed.

While the adoption of a new computer system, “fruit and milk” option only at the point of sale, and failure to give adequate notices to parents of account balance deficits were contributing factors, we find that they were not major controlling factors. Rather, these conditions merely contributed to the events that occurred at Uintah Elementary.

**4. Administrative Review of Numerous “Fruit & Milk” Options in Particular Schools.** In late December 2013, Mr. Kelly Orton, Director of the Salt Lake City School District Nutrition Program, noticed that there were several schools that had very large number of “fruit and milks” indicated on the Salt Lake City School Central Items Sold report. We were provided a copy of the report for the month of January 2014. In addition, we were provided a summary of the fruit/milk option numbers from 1 August 2013 to 7 February 2014. Notably, that report showed the following:

Emerson	180
Meadowlark	1,053
Uintah	1,138
Wasatch	657
Bryant	150
Hillside	161
Northstar	101

All of the other schools in the School District had less than 100 fruit/milk option indications (though Riley had 94). It was evident from reviewing the Items Sold Report that several schools were way out of line with the others with respect to indication of the fruit/milk option. Uintah stuck out as having more than any other school. We have been informed that Meadowlark had a high number of fruit and milk because the Principal had directed the Nutrition Manager to just hit “fruit & milk” until parents could fill out a Free and Reduced Lunch form. Given the high percentage of free and reduced lunch indicated, we determined that Meadowlark was unlike Uintah.

**5. Prior Notice of Failure to Contact Parents Sufficiently.** At this point it is relevant to note that Principal Malouf had some notice that Ms. Canham was not fulfilling her duties to communicate account deficits with parents. On 18 November 2013, Principal Malouf contacted Terry Grant by email and stated:

“I just met with Peggy [Bjornn] and she asked me to email you. It appears [that] there was some confusion last week when our cafeteria manager was out. Here’s our decision: return the Uintah account to \$30 (this is what they had changed it to last week) through the end of today. Starting tomorrow, return our limit to \$5 as stated on the agreement from August.”

It is evident from this email that Principal Malouf was aware that Ms. Canham was behind on her communications because she had been out of the office and it was necessary to raise the account limit to \$30 as a result.

Again on 16 January 2014, the week before the incidents at Uintah Elementary School, Principal Malouf contacted Terry Grant at the Nutrition District Office and stated:

“Hi Terry, may we temporarily raise Uintah’s food limit from \$10 to \$15 until Friday, January 25? We are working to get families caught up, but Shirley and I agree it is too cold outside to send kids out without a warm, full belly. Shirley has sent out letters or made calls. We are putting a reminder in our newsletter for next week. Please let me know if you have questions.”

It is evident from this communication that Principal Malouf had decided, for the week of 20 January 2014, to give all students complete, hot lunches regardless of their ability to pay. She did this because it was cold outside. She represented that as of 27 January 2014, Ms. Canham would be fully caught up with her communications to parents and that the School would be prepared to return to the “\$10” limit from \$15 during the week before. Principal Malouf appears to have been unaware that the limit was, in fact, \$5 rather than \$10. As a result, on 27 January 2014 the limit was returned to the original \$5 limit indicated in the Principal Agreement dated August 2013. However, it was not true that Ms. Canham had sent out letters and made calls. The reminder that was supposed to go out to parents did not go out prior to 28 January 2014.

**6. Ms. Canham Admitted that She Intentionally Misdirected Lunch Money from Students.** In our interview with her, Ms. Canham admitted that for at least the latter part of the 2012-13 school year and up through 28 January 2014, she misdirected funds received from the students. She admitted that at times she would take funds when paid by one student and apply them to the lunch account deficit of another student or students. She denied having misappropriated funds for her own benefit.

Before the interview we obtained documents of transaction of funds at Uintah Elementary School. We had determined based upon the documents we received that Ms. Canham had not receipted into the school lunch accounts all of the funds that she received from parents. In our interview with her, she at first denied misuse of funds received from students. However, after we confronted her with the documents showing the misapplication of funds, she admitted that from time to time she had intentionally taken money paid by one student and applied it to the account

of another student who had an account deficit. She again denied having taken any funds for her own benefit.

We believe that the best explanation for her misapplication of funds was to cover up the fact that she had not completed her job duties to contact parents regarding lunch account deficits. We also believe that Ms. Canham's behavior on 27 and 28 January 2014 is best explained by her fear that it would be discovered that she had misapplied funds from students on numerous occasions.

#### **IV. EVENTS AT UINTAH ELEMETARY SCHOOL ON 28 JANUARY 2014**

On 27 January 2014, Mr. Orton asked Ms. Peggy Bjornn, the field supervisor over Uintah Elementary School, to "go to Uintah Elementary School and find out why there is such a high number of fruit and milk option indications." (Both Mr. Orton and Peggy Bjornn indicated that words very close to these in effect were stated as Mr. Orton's directive to Ms. Bjornn.) Ms. Bjornn understood that she needed to contact the school principal, Principal Malouf, before pursuing the issue. However, Mr. Orton agreed to immediately call Principal Malouf to set up the meeting. Ms. Bjornn was present in Mr. Orton's office on 27 January 2014 when he made the telephone call to Principal Malouf to set up the investigation the next day by Ms. Bjornn at Uintah Elementary School. Mr. Orton did not put Ms. Bjornn on a speaker phone and she heard only Mr. Orton's side of the communication. However, Ms. Bjornn understood that this communication to Principal Malouf fulfilled the requirement to contact the principal and interact with the principal to do the investigation. Mr. Orton stated to Ms. Bjornn that he had spoken with Principal Malouf and that she was aware that Ms. Bjornn would be coming. Ms. Bjornn believed that this contact had fulfilled the obligation to meet with the Principal in connection with interacting with the Nutrition Manager at Uintah Elementary School.

Ms. Bjornn telephoned Ms. Shirley Canham, Nutrition Manager at the Uintah Elementary School, that afternoon. She informed Ms. Canham that she would be coming and that she would be investigating why there were so many "fruit and milk" indications from Uintah Elementary School. In that conversation she asked her if she was really taking away that many lunches from students and Ms. Canham affirmed that, in fact, she had been doing so. In our interview with Ms. Canham she admitted that she lied to Ms. Bjornn and that she had, in fact, not been taking lunches away from students.

On the morning of January 28, 2014, Ms. Peggy Bjornn arrived at Uintah Elementary School around 10:45 a.m. and proceeded to the Nutrition Manager's office. When she arrived she saw that Ms. Canham was preparing to receive the first students for the first lunch. Ms. Canham had arranged for two different carts to be brought and placed next to the point of sale. She explained to Ms. Bjornn that one cart was to place the trays on when they were taken away from students and the other to place the fruit and milk on to give to students. Ms. Bjornn noticed that the employees bringing the two carts out seemed to be confused about their placement and she



wondered why they were confused. She asked Ms. Canham why the employees appeared to be confused and Ms. Canham stated that it was because they usually used different carts. Ms. Canham admitted in our interview with her that she lied about the carts having ever been used before. In fact, no carts had ever been placed next to the point of sale and the employees were confused for that reason. Ms. Bjornn asked Ms. Canham if she had contacted the parents and was current in her communications with parents prior to taking any lunches away. Ms. Canham assured Ms. Bjornn that, in fact, she had made all necessary phone calls, sent all required letters home with students, spoken with Principal Malouf regarding how to handle lunches and had done everything necessary to assure that parents had received notice of the deficit in their student's account balance prior to taking any lunch away. Ms. Canham admitted in her interview with us that she lied regarding these facts. In fact, she was behind and had not contacted parents, had not sent notes home with them, had not telephoned parents regarding deficits in their student's account and knew that she was behind regarding these matters.

As students began to enter the Uintah Elementary School lunchroom, Ms. Canham waited for them at the point of sale. When a student, a young girl in second grade, approached the point of sale and it was determined that she did not have sufficient money in her school lunch account to pay for the lunch, Ms. Canham looked over at Peggy Bjornn and Ms. Bjornn asked: "So what do you do?" Ms. Canham said, "we have to take away the lunch and give them fruit and milk" – which she proceeded to do. As more students proceeded through, one student, a young second grade girl, began to cry when her meal was taken away. Her teacher was alarmed by the fact that the lunch had been taken away and asked Ms. Canham to hold her warm lunch so that she could return to her classroom to get money to pay for the lunch. As more students proceeded through the line, a total of seventeen (17) had lunches taken away (not the 40 or 50 as reported in the media). On several occasions, teachers stepped up to pay for lunches for their students and these lunches were not included in the 17 total lunches that were taken away. Ms. Canham became emotional and upset and, too late, it dawned on Ms. Bjornn that Ms. Canham had not told the truth and that she did not have a common practice of taking meals away from students.

Before lunch was concluded, Principal Malouf entered the lunchroom and was informed what had occurred. She stated to Ms. Bjornn: "I would not be opposed to raising the limit to \$10." However, by that time most of the students had proceeded through the lunch line. Ms. Bjornn admits that she made a mistake by not immediately going into the school office and calling the District Office to raise the school lunch limit to \$15. However, we believe that this action would have been too little, too late by the time that Principal Malouf came into the lunchroom.

When we interviewed Principal Malouf, she stated that she had established and communicated to Ms. Canham a clear practice and policy that no students would ever have lunches taken away. However, it is evident from the prior emails and from what had actually occurred that, in fact, no such clear rule had ever been established. In fact, Uintah Elementary School followed the same practice as all other elementary schools of taking away lunches from students at random, intermittent times. However, such occasions were relatively rare and had never before approached

the number of 17 lunches taken away such as occurred on 28 January 2014 – much less the 40 to 50 lunches indicated in the media.

It is our opinion that if the provisions of the 19 November 2014 “What’s Cooking” had been scrupulously followed by Ms. Canham at Uintah Elementary School that the incidents of 28 January 2014 would have been avoided. Ms. Shirley Canham admitted that she lied to her supervisor, Peggy Bjornn, regarding compliance with the provisions stated in the 19 November 2013 “What’s Cooking”. Ms. Canham stated that she had complied with the provisions of November 2013 “What’s Cooking” letter by giving all appropriate notices to parents when, in fact, she had not. If the provisions of the 19 November 2013 “What’s Cooking” had been followed, then all parents would have been appropriately notified of the school lunch account deficits prior to the incidents and, we believe based upon the response of parents when they were contacted on the evening of 28 January 2014, that the non-payment issues would have been largely resolved. It is clear that Ms. Canham, despite her representations to the contrary: (a) had not run a negative balance report for Uintah Elementary School and provided it to Principal Malouf; (b) Ms. Canham did not provide a list to Principal Malouf and provide direction as to what to do with each child who had an account deficit; (c) she did not utilize the school account to pay down each student’s negative balance before lunch was served to avoid the credit limit; (d) she did not have an adult contact the child and/or parent before the lunch and advise them that they could only take a fruit and milk until they pay for the meal; (e) she did not use the school’s phone contact service to contact the parents of students who have a large negative account balance; (f) although she had coordinated with Principal Malouf and other staff regarding how to utilize school mail to contact parents/students through letters to be sent home, she failed to actually send the letters home to give such notice; and (g) she did not communicate with parents how easy and effective MyPaymentsPlus can be to notify them of their child’s daily meal account balance. She knowingly lied to and misled Ms. Bjornn regarding her performance of these duties. It is very likely that if Ms. Canham had been truthful, the events at Uintah Elementary School on 28 January 2014 would have been avoided.

#### **IV. PRACTICES IN OTHER WASATCH FRONT SCHOOL DISTRICTS**

As part of our investigation we contacted every school district located along the Wasatch Front from Ogden to Nebo School District. We determined that all of the Wasatch Front School Districts, with the exceptions of Davis and Nebo School Districts, followed essentially the same practice as the Salt Lake City School District. Each of them made efforts to notify and contact parents who had lunch account deficits. However, after notices had been given to the parents, if the parents continued to remain delinquent, the student would be denied a lunch and receive a substitute.

Under Federal Guidelines, a determination must be made at the point of sale that the student had taken at least three food groups required under Federal Law to qualify for reimbursable lunch. The school districts must verify compliance by having a person take money at the point of sale. If

a student does not take at least three food group items that qualify under the Federal Regulations, then the lunch is not “reimbursable.” The person who is receiving funds for the lunch must ascertain either that the student receives the full three food groups and that the school district is entitled to be reimbursed for the lunch under Federal Guidelines or the student must be given an alternative of two food groups but the meal is not reimbursable under Federal Guidelines.

The Federal Regulations allow for an exception where application for exemption from the payment after the lunch has been obtained has been requested and approved by the State Office of Education. Among the school districts along the Wasatch Front, only Davis and Nebo have requested and obtained an exemption. In Davis and Nebo there are two employees, one at the front of the lunch line who receives money from a student before the student obtains the lunch and another at the end of the lunch line who verifies whether the student has taken the three required food groups. In Nebo and Davis, no lunches are taken away because a student is informed before receiving a lunch that they are not entitled to take a full lunch. In this system, students are not embarrassed by having a lunch taken away after they have already picked it up. However, students are denied full lunches when they do not have sufficient funds. This same mechanisms for notifying parents of account deficits are employed in Nebo and Davis regarding account deficits by sending notes home to parents and making telephone calls to them.

In addition, each of the Wasatch Front School Districts also has a computer program that notifies parents when their account has a deficit. All of the program managers for each Nutrition Program indicated that their school computer programs send automatic notices to parents when they were below a certain a level.

Many of the Nutrition Directors that we spoke with indicated that they very same thing that happened at Uintah Elementary School could have occurred in their School District. Many expressed the impression that they felt fortunate that these events had not occurred in their School District and been publicized because, at least among those that take lunches away at the point of sale, the same incident could have occurred in their School District and been publicized in the same way.

## **V. RESPONSE TO THE “CONCERNED UINTAH PARENT” LETTER**

On 7 March 2014, in response to the events at Uintah Elementary School and the nationwide media attention that followed, concerned Uintah parents met and “spoke about our disappointments” as a result of the meals that were taken away from students. We reviewed all of the concerns expressed by the parents and our investigation and personnel interviews focused on these concerns in particular.

1. The “concerned Uintah parents” (“CUP”) stated the following concern:

*As parents and workers from the across the District have come forward, we see that there is a culture of bullying and intimidation that goes on within the Child*

*Nutrition Department with very troubling reports of misconduct that have been perpetrated against those that are most vulnerable: our children and lunch workers. We agreed on sending you, a representative, this letter with our requests. We await your prompt response.*

Based upon our interviews, it appears that the charge of bullying and intimidation derives, at least in part, from Ms. Shirley Canham in an informal meeting that she had with some of the parents after the events of 28 January 2014. It was evident from review of the letter and from the interviews that we conducted that Ms. Canham met with parents and made several charges against the District Child Nutrition Department. However, we did not find evidence of “a culture of bullying and intimidation that goes on within the Child Nutrition Department.” Instead, the evidence that we obtained during the investigation demonstrated that the Child Nutrition Department was very sensitive to the concerns of the children specifically with respect to account deficits and avoiding taking lunches away. As in every work environment, employees express frustrations and suggestions for how things may be done better. However, we found no objective evidence or indication of “a culture of bullying and intimidation.” We did find that Nutrition Managers and other food service employees were often frustrated and fearful that if they did not follow established practices that they may be subject to discipline. However, it is appropriate for employees to be required to comply with established policies, procedures, guidelines and practices.

2. In addition, the CUP stated:

*Uintah parents have long felt that the lunch room incident that occurred at Uintah Elementary was not an isolated incident, but instead, an example what has been going on at schools across the Salt Lake School District... Since the incident over a month ago, we have heard from parents around that District, that have confirmed that the policy/procedure replacing lunches with “Milk and Fruit option has been going on for years, with many parents having complained to the District with no responses.*

Our investigation confirmed that there was an established procedure and practice of replacing lunches with a “milk and fruit option” after parents had been notified by many means and they still had failed to replenish their child’s account. We also confirmed that where the child’s account exceeded the deficit established by the principal in each school, that it was the written procedure in the Salt Lake City School District to replace the lunches with a milk and fruit option. However, we were unable to confirm that there had been many parents complaining about the procedure or that the District had been non-responsive to such complaints.

3. In addition the CUP stated:

*We have heard that lunch workers across the District had been told for years, off and on their first day of work that they were to replace trays with the milk and fruit or face termination.”*

We thoroughly interviewed at least two employees in each lunch room (in addition to the nutrition manager) for those schools that did not have a high percentage of free and reduced lunch students. We were unable to find a single employee who had been told on the first day of work that they would be terminated if they did not replace trays with the milk and fruit. We did not find evidence of any employee who had been threatened with termination if they did not replace a lunch with fruit and milk.

4. In addition the CUP stated:

*We also continually hear that parents from across the District never got notice from the District of the MyPaymentsPlus system or the details or how to turn on the emails notification function. We have yet to hear from one parent who was notified by the District as to the software switch and the details.*

Our investigation confirmed that, in fact, parents in the non-Beta test elementary schools did not receive notice of the change to MyPaymentsPlus. In addition, we confirmed that unless parents opted-in to receive notice of student lunch account deficit, they did receive a notice of the deficit. We also found many parents who expected to receive notices of lunch accounts and deficits based on their experience with the prior PAYPAMS program. If notices had been given to parents, it is likely that the issues of non-payment at Uintah Elementary would have been mitigated—perhaps significantly.

5. CUP further stated:

*We are also aware, because of insinuations made by Kelly Orton, to Shirley, that a witch hunt is currently underway to discredit her reputation, by misrepresenting mistakes or human errors that she may have made. We assume that this was the reason for the internal audit, that Kelly Orton referenced in his written warning against Shirley, and that Mckell referenced in the last Board meeting, where he stated that there were inconsistencies. We believe that the intent is to turn the “evidence” over to Squire and Company for them to use in their report to parents with the appearance of third party impartiality with nothing that could be further from the truth.*

We have determined that Ms. Canham met with the parents and provided to them misinformation from which they concluded that a “witch hunt is currently underway to discredit her reputation.” It is evident that she shared her letter from Kelly Orton that reprimanded her for the events at Uintah Elementary School on 28 January 2014.

However, the impression given by Ms. Canham is both inaccurate and unfair. Indeed, we determined that exactly the opposite of what the parents had been told, in fact, occurred. Ms. Canham admitted that by failing to appropriately contact parents and thereafter repeatedly lying to Ms. Peggy Bjornn it was not appropriate for her to continue to be employed by the Salt Lake City

School District. We ascertained that Mr. Orton gave her a less severe discipline than was warranted because of the concerns expressed by the CUP. It is evident that Ms. Canham's failure to perform her job functions by giving notice to parents of account deficits, and thereafter repeatedly lying to Ms. Bjornn, were the primary causes of so many lunches having been taken away from students on 28 January 2014. Ms. Canham bears primary responsibility for these events and her continued interaction with parents where she failed to tell them the truth exacerbated the events at Uintah.

In addition, we found no evidence that there was a "witch hunt" of any kind or that anyone at either the District Nutrition Office or in School District Administration had treated Ms. Canham or other Nutrition Managers and lunch personnel unfairly. It is our determination that the action taken with respect to Ms. Canham by reprimanding her was much less severe than otherwise would be justified.

6. The CUP also asserted:

*Shirley has been forthcoming to parents of mistakes and errors that she had made. We are aware of lost checks, accounting errors, and other instances where she has made mistakes. We have heard, from around the District, that these mistakes happened and are not unheard of when dealing with stress, new procedures, faulty software that has broken or frozen several times, lack of consistency across schools, improper training and oversight, understaffing, 600 child accounts to keep straight, and a culture of bullying and intimidation. Parents are aware of this, and feel it is not only a waste of taxpayer funds, but a breach of trust, to pursue to this route of investigation instead of focusing on the real issue before us.*

We found that, in fact, Ms. Canham had not been forthcoming to the parents regarding her mistakes and errors and that it is apparent that she did not tell them the full truth. She did not disclose to them that she had lied to Ms. Bjornn about having contacted parents. She did not tell them she had lied to Ms. Bjornn regarding whether she has a practice of taking lunches away at the point of sale. She did not tell the parents the truth about having misapplied funds from accounts of students to pay for other students. We did not find that lost checks, inadvertent accounting errors or that losing checks were common practices across the District. We have determined that Ms. Canham misled the parents with respect to her involvement and accountability for the events that occurred on 28 January 2014. In our interview with her, she stated that she recognized that her conduct had been inconsistent with remaining an employee of the Salt Lake City School District and that she had made a determination to voluntarily resign from employment.

7. The CUP also stated:

*The CUP requested that "the external investigation(s)" will cover the policy, procedure, personnel and accounting of the Salt Lake City School District Child Nutrition Department, every school in the Salt Lake City School District including all Title 1 schools (as we have heard first hand of the abuses in these schools of*

*children and workers) and any all policy/procedures related to Kelly Orton and the programs that he has overseen.*

Our investigation focused on the events and circumstances related to taking away lunches from students at Uintah Elementary School on 28 January 2014. However, we also investigated to determine whether there were abuses of children and workers by Kelly Orton or anyone in the District Nutrition Department. We have been unable to find evidence of “abuses” by Mr. Kelly Orton or others in the District Nutrition Department with respect to any policy, procedure or program. We did determine that he gave a less severe discipline to Ms. Canham than was warranted. We also determined that the Child Nutrition Department did not give sufficient notice to parents of the fact that there had been a change in the notice function of the MyPaymentsPlus Program and that this failure was a contributing factor to the events at Uintah.

#### **IV. RECOMMENDATIONS**

After having reviewed the contributing factors to the events that occurred on 28 January 2014 at Uintah Elementary School and with the purpose of ameliorating and avoiding repeating such occurrences in the future, we make the following recommendations to the Board:

1. We recommend that each elementary school in the School District establish a fund (the “School Lunch Fund”) either through parent contributions, PTA contributions, and/or school funds contributions of at least \$30 on a per diem basis to cover any elementary student who may have a deficit in his or her lunch account. We recommend that the funds in these accounts be made available to cover the cost for any elementary students who do not have sufficient money in their lunch accounts in elementary schools. We suggest that junior high school and high school students are differently situated than elementary school students with respect to both tracking money for their lunch accounts and also for “figuring out” when they can obtain a free lunch. We believe the current practice of the School District of covering all lunches for junior high school and high school students as well as elementary school students is not sustainable long term.

We also suggest that an accounting be maintained of the amounts that are paid by the School Lunch Fund to pay for lunches and that a billing statement reminder be sent to parents within 15 days of any account deficit that is not cured. If parents do not pay amounts owing to the School Lunch Fund, then the amount owing should be enforced through collection letters. In this way, the two competing considerations (that a student never go without a lunch and that students who can afford to pay lunches do so) and both be met. We determined from our investigation that in several elementary schools there is already a fund that has been established and set up by the local PTA or parent groups that could be used for this purpose.

We suggest a different approach for junior and senior high schools. We believe that such an approach would be widely abused by junior high school and high school students who “figure out the system” and know that they never have to pay. However, we believe that the parents are responsible and can be trusted to pay for elementary school students when they receive notice.

2. In the alternative, we also suggest that the Salt Lake City School District Board of Education consider applying to the State of Office of Education to adopt the “two person review” exception that is used in Davis and Nebo School Districts. We recognize that having another person at the front of the lunch line before students actually pick up their lunch trays may be an added expense. However, there is no reason that parents or volunteers cannot fulfill the function at the position prior to a student picking up a lunch. The parent or volunteer could have a simple indicator of a green light/red light to show whether a student is in a deficit situation when the student swipes the student ID card through the computer system. Admittedly, if a non-employee is at the initial point of review before picking up lunch trays, then the personal information of that student cannot be shared and thus a “red light, green light” approach would have to be adopted. However, both Nebo and Davis indicated in our interviews with them that their system worked very well and involved minimal costs.

3. We strongly recommend that there be a full accounting of Meadowlark, Wasatch and Uintah Elementary school lunch accounts and uses of funds in those accounts. These schools stood out with respect to the number of fruit and milk options indicated and the inconsistency of practices based upon our review of records provided to us and statements made to us in interviews.

ATTESTED THIS 5th DAY OF SEPTEMBER 2014

\_\_\_\_\_/s/\_\_\_\_\_

THOMPSON OSTLER & OLSEN

BY: BLAKE T. OSTLER





**SALT LAKE CITY  
SCHOOL DISTRICT**  
*Your Best Choice*

# **REQUEST FOR PROPOSAL**

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## **INDEPENDENT INVESTIGATOR FOR EMPLOYEE RELATIONS**

FOR

**SALT LAKE CITY SCHOOL DISTRICT**

**RFP #JB1509-II**

Issue Date: March 12, 2014

**DUE: March 24, 2014 @ 10:00 a.m.**

### **PURCHASING**

p 801.578.8257  
f 801.578.8262

Salt Lake City School District  
440 East 100 South  
Salt Lake City, Utah 84111

[www.slcschools.org](http://www.slcschools.org)

## **INTRODUCTION**

The Salt Lake City School District (the District) is soliciting proposals from qualified firm/organization/individual experienced in conducting public employer personnel related investigations to serve as an independent Investigator on an as-needed basis.

Copies of the RFP documents may be obtained from the District's Purchasing Department at no cost or downloaded from [www.bidsync.com](http://www.bidsync.com). Please submit a written copy of your proposal; electronic proposals cannot be accepted at this time.

All inquiries or requests for clarification or interpretation arising subsequent to the issuance of this RFP, should be submitted electronically at [www.bidsync.com](http://www.bidsync.com) or e-mail to:

Joe Bryant: [joe.bryant@slcschools.org](mailto:joe.bryant@slcschools.org)

No other District employee or board member should be contacted concerning this RFP during the selection process. Failure to comply with this requirement may result in disqualification. Questions and answers will be consolidated and posted at [www.bidsync.com](http://www.bidsync.com) under the RFP #JB1509-II

## **BACKGROUND**

The goal of the District is to encourage effective employee relations, support a positive, productive and respectful work environment, and enhance the District's ability to deliver efficient, quality educational services to its students.

The Human Resources Department is responsible for Labor and Employee Relations. Part of the role of the Human Resources Department is to investigate and respond to administrative and external complaints of violations of District policy, and state, and federal employment compliance concerns.

## **SCOPE OF WORK**

The Investigator will be charged to review and investigate complaints related to a specific personnel event. The Investigator will present a detailed report of their findings directly to the Salt Lake City Board of Education. Previous experience in conducting impartial employment investigations is required.

One of the District's top priorities is to obtain an independent, thorough and expeditious investigation of any complaints filed related to a particular event. The investigation(s) must include an in depth and sound analysis of facts, evidence and issues relating to complaints alleging violations of various District policies and/or state or federal law.

The investigation process including the Investigator's report will be required to be completed on an expedited basis. The Investigator must be neutral and impartial and must not have or appear to have any reason for any bias or favoritism toward any complainant or subject of an investigation.

## QUALIFICATIONS

The Investigator must have experience in investigative practices and procedures in employment matters, privacy rights and responsibilities, appropriate standards, and disciplinary processes. Must have a strong background and skills set needed to obtain information and facts through interviews and observations of employees and work environment's at various levels of the District. Knowledge and understanding of public sector employment rights and responsibilities and how they comply with the Utah Code Title 53a Chapter 8a Public Education Human Resources Management Act (PEHRMA) is critical as well as the ability to identify the application of PEHRMA within the District.

## PROPOSAL FORMAT

All proposals shall be formatted according to the following specifications:

- a. Page Limit: proposals cannot be more than 20 pages including all attachments.
- b. Page Numbering: proposals shall contain page numbers.
- c. Table of Contents: proposals shall contain a table of contents with references to page numbers.
- d. Copies: Please submit five (5) copies of your proposal (without costs and fees) + one (1) unchanged electronic (CD) copy in a (doc). or (pdf). format to the Salt Lake City School District Purchasing Department- Attn: Joe Bryant, 440 E. 100 S. Salt Lake City, UT 84111. Late proposals will not be considered.
- e. Costs & Fees: Submit Attachment B Costs and Fees in a separate sealed envelope and include with your proposal submission.
- f. Attachments: Provide Attachments A-C with proposal submittal.
- g. References: provide a **minimum** of three references that can validate your firms experience and expertise in providing comparable services as District proposed.
- h. Sealed and Marked Packaging: proposals shall be sealed and clearly marked "Independent Investigator RFP # JB1509-II" on the outside of the package and on the body of the proposal. All copies shall be put into **one** envelope or box and sealed; do not put each proposal copy in a separate sealed envelope.

## PROPOSAL TIMELINE

March 20, 2014	Proposal questions due 10:00 a.m.
March 24, 2014	Proposals from bidders 10:00 a.m.
To be determined	Proposals evaluated by District
To be determined	Interview (if needed) will be scheduled.
To be determined	Recommendation given to the Board of Education for approval

## **TERMS OF CONTRACT**

The initial term of the contract will be for One (1) year with the option of three (3) annual one (1) year terms at the discretion of the District. The contract will have the provision of being cancelled at any time within 30 days written notice from either the District or the agent/agency.

The District is not obligated, during the period stipulated, to purchase any or all of the services specified there in from the awarded proposer, and the proposer is obligated to supply the services which the District requires for its operation. The successful proposer will be required to coordinate its services with the Director of Human Resources and/or their designee.

## **WRITTEN AGREEMENT REQUIRED**

The selected Proposer must be willing to enter into a written agreement with the District and agree to all the terms set forth in the Standard Form Agreement, attached to this RFP as "Exhibit B Sample Agreement." **IF YOU WISH TO ALTER ANY OF THE TERMS OF THE STANDARD FORM AGREEMENT AND/OR THE RFP INCLUDING EXHIBITS, ATTACHMENTS, AND ADDENDA, THE TERMS MUST BE SPECIFICALLY IDENTIFIED IN YOUR PROPOSAL WITH REASONABLE ALTERNATIVES PRESENTED.** Proposers are advised that the District is not bound by the terms of the RFP until a written agreement is fully executed and any activity taken by Proposer prior to a written agreement being fully executed is done at the Proposer's sole risk.

## **PRICING/COSTS/FEEES**

Provide an hourly fixed rate cost on Attachment B.

## **EVALUATION AND SCORING CRITERIA**

Proposals will be evaluated, scored, and ranked by a Selection Committee with a maximum score of 100 points. The Selection Committee may invite up to the top three (3) ranked proposals for an interview/demonstration. The purpose of the interview/demonstration is clarification and verification of the written proposal. The Selection Committee may re-score the proposal after the interview/demonstration, but may not re-score pricing/costs/fees, unless the Committee requests a best and final offer. A recommendation may be presented to the Board of Education for consideration and approval.

Proposals will be evaluated, scored, and ranked on the following criteria:

### **30 Points –Individual/Organization/Firm Experience and Qualifications**

Demonstrated expertise in investigative practices and procedures in employment matters, privacy rights and responsibilities, appropriate standards, and disciplinary processes.

Demonstrated experience in the application of federal and state law to employment rights and responsibilities, discrimination, and workplace harassment complaints.

Demonstrated similar scope and subject matter work provide to school districts, municipalities or other public sector clients. Experience of the principal employee(s) that will be providing services to the District.

**20 Points- Work Plan/Methodology**

Describe your ability to meet the qualifications, requirements and standards specified in the Scope of Work. Work Plan must include enough detail to demonstrate your ability to perform services within an appropriate and reasonable time frame.

Provide written samples of the type of investigative reports and components as described/required in the RFP. (Confidential information should be redacted or otherwise eliminated).

**30 Points – Strength of references**

Quality and applicability of feedback received from a references. Evaluation committee may designate one or a team of two representative(s) to contact references. This individual or team will then score the proposals accordingly for the committee.

**20 Points – Cost and Fees**

Cost scoring will be scored upon Total Cost Proposed for Service Types 1-3 on Attachment B.

The following formula:  $\text{Weight Rating Percentage} * ((2 - (\text{proposed fee} / \text{lowest proposed fee})))$ .

**RIGHT OF REJECTION**

The District reserves the right to reject any or all submittals, or to waive any formality or technicality in any submittal, in the best interests of the District, while still complying with the Utah State Purchasing Code. While it is the intent of the District to proceed with this appointment, this solicitation does not obligate the District to enter into a contract.

**ATTACHMENT A - CERTIFICATION OF PROPOSAL**

We have read the Request for Proposal herein issued by the Salt Lake City School District and fully understand its intent. We certify that we have adequate personnel and resources to fulfill all proposal requirements. We further understand that our ability to meet the criteria and provide the required services shall be judged solely by the Salt Lake City School District.

We further certify that, since the receipt of this RFP, no contact, discussion, or negotiation have been made nor will be made regarding this proposal with any Salt Lake City School District employee or board member other than the listed contact people in the RFP. We understand that any such contact could disqualify this proposal.

We further certify that we are properly licensed to conduct business within the scope of this RFP, in the State of Utah.

We acknowledge receipt of the following Addenda, numbered \_\_\_\_\_.

We agree to hold the RFP amount(s) firm for one hundred twenty (120) calendar days after the receipt of the proposal by the Salt Lake City School District.

We certify that all schedules and addenda contained herein shall be considered part of the entire RFP response and that the complete document submitted shall be considered a legally binding document.

Submitted by:

Firm Name: \_\_\_\_\_

Proposer's Name \_\_\_\_\_ Telephone # \_\_\_\_\_

Email: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_ Title: \_\_\_\_\_

**ATTACHMENT B – COST FORM**

Provide a list of the classifications that shall be available to perform services requested under this RFP, including hourly rate for each classification and estimated percentage of how much each classification will be used. Include all other applicable costs.

Price Adjustments: Hourly rates shall remain fix for each term of the agreement. The District may consider cost of living increases at each renewal term provided that the awarded firm provides justification for request(s). Any such request shall not exceed 3% annually.

Type of Service Provided	Hourly Rate	Total for 100 hrs. of Service
1. Equal Employment Opportunity Investigation	\$	\$
2. Compliance Audit/Investigation (I-9, FMLA, ADA, FLSA,ect)	\$	\$
3. Policy and Procedure Investigation	\$	\$
	<b>TOTAL</b>	\$

List in the space provided below (or on a separate form) all other applicable costs associated with performing service(s) as requested under this RFP.

NOTE: All non-labor reimbursable costs included in this cost form, including any anticipated airfare and lodging expenses will be factored into the cost evaluation.

**ATTACHMENT C - CONFLICT OF INTEREST STATEMENT AND DISCLOSURE**

Pursuant to Utah code Ann. Sec. 31A-23a-401, and 31A-23a-501, as part of this RFP, a conflict of interest statement and disclosure of commission and non-commission compensation is required to be provided annually by the licensed insurance producer, agent, broker and/or consultant ("licensee"). This statement will enable the District to consider this information together with all other factors as it selects which employee benefits package will best meet the needs of its employees and the organization.

Please review the following initial statements and sign.

I hereby certify that neither I nor any member of my organization has a material, personal or financial interest in or fiduciary relationship to Salt Lake City School District or to any insurance provider under consideration. I further certify that no other relationship with or bias toward any provider exists which will influence my recommending their services.

**And**

I hereby certify that the disclosure information, net of commission, of eligible commissions, rebates, overrides, or other forms of compensation presented in Attachment B are true, complete and accurate;

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Printed Name and Title

Signature

Date



## John E.S. Robson

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**From:** Kristi Swett <Kristi.Swett@slcschools.org>  
**Sent:** Friday, March 07, 2014 9:21 PM  
**To:** John E.S. Robson; Janet Roberts; Kristina Kindl  
**Subject:** Fwd: Uintah parents requests for immediate action

FYI

Kristi Swett  
President  
Salt Lake Board of Education  
801-949-9000 (cell)  
[kristi.swett@slcschools.org](mailto:kristi.swett@slcschools.org)

Sent from my iPad

Begin forwarded message:

**From:** Ashley Hoopes <[ashley.eh@me.com](mailto:ashley.eh@me.com)>  
**Date:** March 7, 2014 at 3:59:13 PM MST  
**To:** "Michael Clára" <[donmiguelslc@gmail.com](mailto:donmiguelslc@gmail.com)>, <[doug@mdxperts.com](mailto:doug@mdxperts.com)>, Bennett Heather <[heatherbennett@xmission.com](mailto:heatherbennett@xmission.com)>, "Swett Kristi" <[kristi.swett@slcschools.org](mailto:kristi.swett@slcschools.org)>, <[laurel.young@slcschools.org](mailto:laurel.young@slcschools.org)>, "Lisa Schencker" <[lschencker@sltrib.com](mailto:lschencker@sltrib.com)>, McKell Withers <[mckell.withers@slcschools.org](mailto:mckell.withers@slcschools.org)>, <[rosemary.emery2@gmail.com](mailto:rosemary.emery2@gmail.com)>, <[tiffany.sandberg@slcschools.org](mailto:tiffany.sandberg@slcschools.org)>  
**Subject:** Uintah parents requests for immediate action

Dear Laurel,

Concerned Uintah parents met after the last board meeting, and spoke about our disappointments. We were disappointed in the disrespect that was shown to parents and board members. We observed eye rolling, chuckling and interrupting of parents and board members by those leading the meeting. We were disappointed, that without input from the parents or our representative (you), the decision was made to limit the external investigation to Uintah and Wasatch Elementary schools. We feel that much better leadership is needed from our school board, and that this "school lunch issue" extends far beyond what happened at Uintah on January 28th.

As parents and workers from across the district have come forward, we see that there is a culture of bullying and intimidation that goes on within the Child Nutrition Department with very troubling reports of misconduct that have been perpetrated against those that are the most vulnerable: our children and the lunch workers. We agreed on sending you, our representative, this letter with our requests. We await your prompt response.

Uintah parents have long felt that the lunch room incident that occurred at Uintah Elementary was not an isolated incident, but instead, an example of what has been going on at schools

across the Salt Lake School District. We are confident that this will be proven with a full and complete district wide independent investigation which is what we are insisting on. Anything short of this is unacceptable. If the district felt okay about spending \$49,999 for PR to mend their image, we feel that they should be alright to spend the same amount to get to the bottom of the dysfunction in the Child Nutrition Department.

Since the incident over a month ago, we have heard from parents around the district, who have confirmed that the policy/procedure of replacing lunches with the "Milk and Fruit option" has been going on for years, with many parents having complained to the district with no responses. We have heard that lunch workers across the district have been told for years, often on their first day of work, that they were to replace trays with the milk and fruit or face termination. We also continue to hear that parents from across the district never got notice from the district of the My Payments Plus system or the details on how to turn on the email notification function. We have yet to hear from ONE parent who was notified by the District as to the software switch and the details.

We are also aware, because of insinuations made by Kelly Orton, to Shirley, that a witch hunt is currently underway to discredit her reputation, by misrepresenting mistakes and human errors that she may have made. We assume that this was the reason for the internal audit, that Kelly Orton referenced in his Written Warning against Shirley, and that McKell referenced in the last board meeting, where he stated that there were inconsistencies. We believe the intent is to turn this "evidence" over to Squire and Co. for them to use in their report to parents, with the appearance of third party impartiality when nothing could be further from the truth. Let me be clear and state that ANY HR INVESTIGATION THAT INCLUDES INFORMATION GATHERED BY OR GUIDED BY KELLY ORTON OR THE SUPERINTENDENT IN TO SHIRLEY'S CASE WILL BE CONSIDERED BIASED AND NOT ACCEPTABLE TO UINTAH PARENTS. Shirley has been forthcoming to parents of mistakes and errors that she has made. We are aware of lost checks, accounting errors, and other instances where she has made mistakes. We have heard, from around the district, that these mistakes happen and are not unheard of when dealing with stress, new procedures, faulty software that has broken or frozen several times, lack of consistency across schools, improper training and oversight, understaffing, 600 child accounts to keep straight, and a culture of bullying and intimidation. Parents are aware of this, and feel that it is not only a waste of taxpayer funds, but a breach of trust, to pursue this route of investigation instead of focusing on the real issues before us.

Uintah parents are requesting that the following items be placed on the school board agenda and voted on:

1. The external investigation(s) will cover the policy, procedure, personnel and accounting of the Salt Lake City School District Child Nutrition Department, at every school in the Salt Lake City School District including all Title 1 Schools (as we have heard first hand of abuses in these schools of children and workers) and any and all policy/procedures related to Kelly Orton and the programs that he has overseen.

2. The new school lunch procedure should be voted on by the board and approved as a "Policy".

Please let me know if and when these agenda items will be added, discussed and voted on.

Thank you,

Ashley Hoopes





Salt Lake City  
School District  
*Our Students, Our Future*

## Child Nutrition Services

995 West Beardsley Place (2480 S.)  
Salt Lake City, Utah 84119  
Phone 801 974.8380  
Fax 801 974.8390

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### MEMORANDUM

To: Shauna Carl, Principal  
UINTAH ELEMENTARY

From: Kelly Orton, Director

Subject: Authorization of School Meal Credit Plan

Date: August 16, 2011

Please authorize a meal credit plan for your school community and submit a signed copy to the department of Child Nutrition Services prior to the first day of school. If you require assistance, please contact your Child Nutrition Field Supervisor (ph. 974-8380).

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The mission of the Department of Child Nutrition Services is to provide nutritious meals with variety, appeal and value for all students. As the school administrator, you better understand the personal needs of each student. Our desire is to create strong partnerships between school administrators and the Department of Child Nutrition Services to better ensure that school meals are served in a caring, safe and nurturing environment.

Difficulties arise when a student does not qualify for free or reduced-price school meal benefit and lacks the funds to pay for their meal. It is the desire of all involved to feed the student, but financial challenges and bureaucratic regulations hinder the process. Therefore, a partnership agreement is necessary to establish clear guidelines that provide direction to child nutrition employees concerning the feeding of students who do not qualify for free or reduced school meals and lack funds to pay for their meal.

Please provide guidelines in your agreement that support the needs of your school community and do not negatively impact the Department of Child Nutrition Services.

**To avoid redundancy, this agreement will remain in force until modified or cancelled by the school principal or the Director of Child Nutrition. At the beginning of each school year, a copy of the agreement will be submitted to the school for review.**

Authorization of School Meal Credit Plan  
UINTAH ELEMENTARY

**PROVIDING SCHOOL MEALS AND PAYMENT OPTIONS**

Department Policy:

Children must be registered as students of the school district prior to participating in the national school lunch, breakfast, and after-school snack programs.

Each school will determine whether or not to extend credit to children who lack funds to pay for their meal.

Procedures:

1. Students must be registered by the school into the student database (Power School) and provided a valid student identification number before they can participate in the national school lunch, breakfast, and after-school snack programs.
2. Children who are not registered and do not have a valid student identification number are considered "guest" and must purchase their meals at the current adult meal price.
3. Registered students with valid identification numbers who qualify for free and reduced-price meal benefits must be allowed access to federal meal programs sponsored at the school. The additional fee for a reduced-price meal will be waived by the school district.
4. Meals must be paid for in full prior to service. Money will be collected in the classroom on the first school day of each week and delivered to the kitchen manager (1) hour after the opening bell. The Child Nutrition Department will provide money collection envelopes as needed. Parents will be encouraged to make payments at a minimum of one week in advance. The collection of money on the serving line will be discouraged.
5. Each school will determine whether or not to extend credit to children who lack funds to pay for their meal. Meal charges will not be allowed unless the school principal or designated representative enters into a written agreement with the Child Nutrition Department to establish a school guest account, set acceptable parameters for charging meals, and reimburse the Child Nutrition Department for all uncollected account balances.

Authorization of School Meal Credit Plan  
UINTAH ELEMENTARY

**WRITTEN AGREEMENT - SCHOOL GUEST ACCOUNT**

Meals for Free, Reduced and Paid students are all subsidized to some extent by federal and state funds. Future students who are not registered on the student database (Power School) and do not have a valid student identification number cannot be subsidized and must purchase their meals as guest at the current adult meal price.

**Yes** /  **No** The Child Nutrition Department is authorized to establish a Guest Account for **UINTAH ELEMENTARY** to cover the meal cost for children attending school who are not registered and do not possess a valid student identification number, according to the following procedures:

1. The school must maintain an account balance with the Child Nutrition Department that is large enough to cover the projected charges to the school guest account.
2. The kitchen manager shall provide meals to children who are guest until
  - a) the child is registered with a valid student identification number;
  - b) the child receives a total of 2 lunches, or 3 breakfast;
  - c) or, the school principal provides the kitchen manger written instructions to stop feeding the child as a guest.
3. The kitchen manager will keep a daily record of the meals each child receives as a guest. The record will include the child's name, meal type and date of service. At the end of each day, the kitchen manager shall provide a copy of this record to the school principal and charge the school's guest account at the current adult meal price for each meal served.
4. Additional Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**WRITTEN AGREEMENT - STUDENT ACCOUNT CHARGES**

Difficulties arise when a student does not qualify for free or reduced-price meal benefits and lacks the funds to pay for their meal. The school principal better understands the personal needs of their students. Therefore, student meal charges will not be allowed unless the school principal enters into a written agreement with the Child Nutrition Department to set acceptable parameters for charging meals and agrees to reimburse the department for the uncollected account balances.

**Yes** /  **No** The Child Nutrition Department is authorized to allow meal charges for all registered students at **UINTAH ELEMENTARY** and agrees to reimburse the department for the uncollected account balances, according to the following procedures:

1. The kitchen manager will establish a credit limit of \$ 10<sup>00</sup> for each student meal account.

Authorization of School Meal Credit Plan  
UINTAH ELEMENTARY

2. The kitchen manager shall allow students to charge their meal account for a reimbursable meal until it exceeds the established credit limit or the school principal provides written instructions to do otherwise.
3. Written approval for charges will be acknowledged through the use of a Negative Balance Report. This report will be provided by the kitchen manager to the school principal on the first day of each school week. The report will list the student name, identification number, grade level, class room and current account balance for all students who have a negative meal account balance.
4. The school principal shall evaluate student needs and specify in writing on the Negative Balance Report special instructions for students that will be denied a meal, extended additional credit, or provided the Milk & Fruit option. A signed copy of the report shall be returned to the kitchen manager one-half hour prior to the scheduled lunch period.
5. The kitchen manager will follow the instructions specified on the Negative Balance Report. Students who lack funds to pay for their meal and do not have written approval will be denied service and directed to the school principal or designated representative. To avoid embarrassment, any student that will be denied a meal or limited to the Milk & Fruit Option should be notified of the decision by the school principal or designated representative prior to the lunch period.
6. The kitchen manager will send a written notice to the parent/guardian when the student account changes from a positive to a negative balance. A second written notice will be sent by the kitchen manager to the parent/guardian when the student account shows charges in excess of (\$4.00). A third written notice with an application for free and reduced meal benefits will be sent to the parent/guardian when the student account shows charges in excess of (\$8.00).
7. All payments made by the parent/student shall be directed to the kitchen manager who will credit the school guest account or the appropriate student account. Student accounts will be paid in full on the last school day of the school calendar year or when student transfers occur, which ever is first.
8. The Child Nutrition Department will invoice each school on June 15 for all student accounts that show a negative balance. The school will provide payment (Journal Entry) within (10) ten calendar days to the Child Nutrition Department.
9. Additional Instructions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Authorization of School Meal Credit Plan  
UINTAH ELEMENTARY

**DURATION OF WRITTEN AGREEMENTS**

This annual agreement shall begin on the first day of school and continue through the last day of school unless terminated by either party on thirty (30) days written notice to the other. Amendments to the agreement must be made in writing and signed by all parties.


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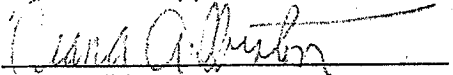
It is mutually agreed that this authorized school meal credit plan will be implemented by the Department of Child Nutrition Services and **UINTAH ELEMENTARY** to provide meals to students who do not qualify for free or reduced school meals and lack funds to pay for their meals.

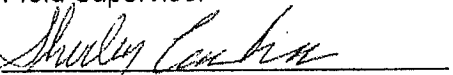
CHILD NUTRITION SERVICES  
Kelly Orton, Director  
995 West Beardsley Place  
Salt Lake City, Utah 84119

UINTAH ELEMENTARY  
Shauna Carl, Principal  
1571 East 1300 South  
Salt Lake City, Utah 84105

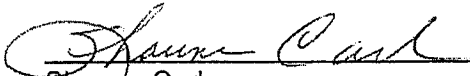
**SIGNATURES:**

BY:   
Kelly Orton,  
Director of Support Services

BY:   
Diana Albiston,  
Field Supervisor

BY:   
Shirley Canham,  
Kitchen Manager

**SIGNATURES:**

BY:   
Shauna Carl,  
School Principal