

**IOWA DEPARTMENT OF EDUCATION**  
(Cite as 26 D.o.E. App. Dec. 161)

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<i>In re Termination from CACFP</i>	:	
Shilah Cash,	:	
Appellant,	:	DECISION
v.	:	
Southern Iowa Economic Development Association,	:	[Admin. Doc. 4734]
Appellee.	:	

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This matter was heard telephonically on November 2, 2011, before Carol J. Greta, J.D., designated administrative law judge, presiding on behalf of Jason E. Glass, Director of the Iowa Department of Education. The Appellant, Shilah Cash, personally participated and testified. The Appellee, Southern Iowa Economic Development Association (SIEDA), was represented by CACFP director Jennie Nord (who testified) and child development division director Kathy Chamra (who did not testify).

Hearing was held pursuant to this agency's administrative rules in 281 Iowa Administrative Code 6. The Iowa Department of Education has jurisdiction over the hearing pursuant to the federal regulation found at 7 C.F.R. 226.6(k).

***FINDINGS OF FACT***

Shilah Cash runs a child daycare home in Centerville, Appanoose County, Iowa. She has participated in the Child and Adult Care Food Program (CACFP) for about seven years. The CACFP is a federal program that provides reimbursement for meals and snacks provided to children in daycare homes and centers. Daycare homes such as Ms. Cash's must be supervised by a sponsoring organization; in this case the sponsor is SIEDA.

To participate in CACFP in Iowa, the home provider must agree to terms and conditions of program participation. One of the conditions of participation Ms. Cash agreed to is that she would annually attend a CACFP-related training approved by SIEDA. The minimum requirement is one training per federal fiscal year (FFY), October 1 – September 30.

In FFY 2009-10, Ms. Cash failed to attend any training for CACFP. As a result, SIEDA placed her on a corrective action plan. The purpose of the corrective action plan was to give Ms. Cash the opportunity to demonstrate that she would permanently correct this deficiency. Her failure this FFY (2010-11) to attend any training opportunities shows that she has not permanently corrected the deficiency.

On or about October 7, 2011, SIEDA provided a written Proposed Termination and Proposed Disqualification to Ms. Cash. The Proposed Termination and Proposed

Disqualification stated that because this was her second failure to attend a mandatory training, she could not be placed on a corrective action plan. SIEDA had to move directly to termination.

Ms. Cash testified that she signed up for a training that was the final training of FFY 2010-11, but she did not attend because of personal reasons. Neither SIEDA nor this agency dispute whether she had compelling reasons to not attend the training. She did not ask SIEDA whether any other trainings were available before September 30, 2011.

The only issue on appeal is whether Ms. Cash failed to fully and permanently correct her serious deficiency of failing to attend an annual training obligation.

### ***CONCLUSIONS OF LAW***

CACFP is a program created by the Agricultural Risk Protection Act, 42 U.S.C. § 1766. That Act and its regulations dictate the minimum terms of the participation agreement between the sponsor and the home provider.

The regulations at 7 C.F.R. § 226.16 enumerate reasons why a daycare home may be terminated from CACFP. Being cited as “seriously deficient” and not correcting the deficiency is one cause for termination. A serious deficiency includes the provider’s failure to participate in training. 7 C.F.R. § 226.16(l)(2)(viii). Offering an opportunity to take corrective action is mandated in rule 226.16(l)(3). This procedure ensures that no provider is terminated without being given a second chance.

The procedures were followed correctly by SIEDA. Ms. Cash was given her second chance in FFY 2009-10. SIEDA, the sponsor, cannot give her another second chance.

The regulations governing the CACFP are quite strict. The rationale for the strictness of the regulations is simple. CACFP is funded by public monies; therefore, a home provider is required to be accountable to the public for how s/he operates. When such accountability is lacking, the public trust is gone, and the sponsor is required to take appropriate action. Ultimately, “[e]ach sponsoring organization shall accept final administration and financial responsibility for food service operations in all child ... day care facilities under its jurisdiction.” 7 C.F.R. § 226.16(c). Each sponsor has a duty to hold its home providers accountable on behalf of the public.

Ms. Cash argues that SIEDA should have affirmatively made her aware of more trainings. SIEDA met its obligation under the federal law as a sponsor by offering several free trainings. There is nothing in the governing statute or regulations that requires a sponsor to offer a “make-up” training for home providers who fail to attend a training in the FFY. SIEDA met its obligation; Ms. Cash not meet hers.

The evidence presented here amply supports a finding that Ms. Cash failed to permanently and completely correct the seriously deficient practices of failure to participate in training.

**DECISION**

For the foregoing reasons, the termination of Shilah Cash from the Child and Adult Care Food Program is hereby **ordered**.

11/08/11  
Date

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Carol J. Greta, J.D.  
Administrative Law Judge

It is so ordered.

11/08/11  
Date

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Jason E. Glass, Director  
Iowa Department of Education