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Freedom From Religion Foundation Sues Yet Another Pennsylvania School District

The Freedom From Religion Foundation has announced that it filed suit in federal court against a Pennsylvania school district challenging the constitutionality of a Ten Commandments monument that has stood near the auditorium entrance of a now-junior high school building for over 50 years. This will be the second suit against a Pennsylvania school district filed by the FFRF in the month of September.

The Plaintiff, Freedom From Religion Foundation ("FFRF"), describes themselves as a national non-profit IRC 501(c)(3) educational charity and a Wisconsin non-stock corporation. FFRF's mission statement is "to defend the constitutional principle of separation between state and church, as well as to educate the public about the views of non-theists."

The complaints allege that since 1957, the School District ("District") has maintained a monument of the Ten Commandments in front of one of its schools in violation of the First Amendment to the United States Constitution. The complaint states that District students come into contact with the monument while attending or visiting the School. The Plaintiffs seek a declaration that the District practice of displaying the Ten Commandments in front of its public school is unconstitutional, an injunction requiring the Ten Commandments to be moved away from public school property, nominal damages, and attorneys' fees and costs.

Counsel for the Plaintiffs allege in both complaints that the Ten Commandments monument is situated directly in front of the main school entrance, near two footbridges that students and visitors use to enter the building. The complaint goes on to allege that this display of the Ten Commandments is consistent with a traditional Roman Catholic version and states:

The Ten Commandments

I. Thou shalt have no other gods before me.
II. Thou shalt not take the Name of the Lord thy God in vain.
III. Remember the Sabbath day, to keep it holy.
IV. Honor thy father and thy mother, that thy days may be long upon the land which the Lord thy God giveth thee.
V. Thou shalt not kill.
VI. Thou shalt not commit adultery.
VII. Thou shalt not steal.
VIII. Thou shalt not bear false witness against thy neighbor.
IX. Thou shalt not covet thy neighbor's house.
X. Thou shalt not covet thy neighbor's wife, nor his manservant, nor his maidservant, nor his cattle, nor anything that is thy neighbor's.

The facts as presented stated that District maintenance staff maintains the area of the Ten Commandments monument by, among other things, burning and cutting the brush that surrounds the monument, thus claiming

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Federal Government Overrules Adequate Yearly Progress Change for Pennsylvania Charter Schools

Federal government strikes down a PSSA rule change that made significant changes for charter school federal testing benchmarks than that of traditional brick and mortar public schools. The Pennsylvania Department of Education had said the Commonwealth could treat charter schools the same way it treats traditional school districts in calculating student test scores, to come up with the Adequate Yearly Progress (AYP) grades. However, the U.S. Department of Education demanded that since charter schools are individual school buildings, they must have their own separate AYP grades under the No Child Left Behind Act.

The federal order, released on November 19, 2012, established that "Pennsylvania is obligated to make AYP decisions for all schools and hold all schools to the same standards," according to Deborah S. Delisle, Assistant U.S. Education Secretary. The federal government ordered the Pennsylvania Department of Education to recompute and publicize charter schools' 2011-12 AYP grades in the same manner as public schools currently are issued.

A key component in which the United States Department of Education has argued is that the federal government alone has final authority over any changes in how the states grade public schools, school districts and any other "local education agency," under the No Child Left Behind federal law. The federal government elicits that, Ron Tomalis, the Secretary of the Pennsylvania Department of Education did not wait for federal approval when he made the change over the summer of 2012, at the bequest of the charter school industry. "The change may have inflated the success rate of charter schools because testing rules are more lenient for charter schools," according to a Morning Call analysis of PSSA test data. The federal government's rejection of the new regulations was praised by the Pennsylvania School Boards Association, which had filed a legal brief with the federal agency opposing the change.

Accordingly, the argument presented by the public school districts was, from what researchers were able to track down as the basis of the "new" approach, a very subtle change in the wording of Pennsylvania's Accountability Workbook. The plan outlining the Commonwealth of Pennsylvania's No Child Left Behind accountability system must first be submitted to, and then subsequently approved by, the U.S. Department of Education (DOE). However, after further inquiries it was revealed that the proposed amendment change had not yet been federally approved and should not have been implemented in 2012 without such approval. The request, however, was in fact formally made by the Pennsylvania Department of Education in August 2012 for federal approval, in accordance with the No Child Left Behind requirements. The issue arose when approval of the amended change and other such revisions to Pennsylvania's accountability system were not acted upon by the federal government. Under the methodology set forth in the only currently approved Accountability Workbook for Pennsylvania, AYP for charter schools was supposed to have been determined as it has been in past years and in the same method it is derived for all public schools.

Under No Child Left Behind, reading and math scores from PSSAs administered in grades 3-8 and 11 are used to calculate whether a school and school district achieved AYP. Other factors include test participation rates, attendance and graduation rates, and until 2012, the results of traditional public schools and public charter schools had been counted the same way. In measuring individual schools, the scores of each grade level are reviewed. A school achieves AYP if a percentage of its students in each tested grade scores proficient or advanced through straight or curved scores. Student scores are further broken down by student demographics. If at least one demographic group in any grade levels fails, the whole school fails. Currently approved standards for individual Pennsylvania schools require that for a school to meet the academic performance component of AYP based on PSSA testing, the overall student body must meet the annual targets for the percentage of students scoring proficient or above, on both math and reading assessments. In addition, the necessary percentage of proficient students in each measurable subgroup (students grouped by race, ethnicity, English language learners, special needs, economically disadvantaged, etc.) must be attained in order for the school to make AYP.

Under the new method PDE is now applying to charter schools, the school's overall student body would not have to meet PSSA proficiency percentage targets they had in past years. Instead, a school's student body would be divided up into to three grade spans (elementary grades

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Pitfalls for School Districts Considering Small Games of Chance Fundraisers

As school districts begin to feel the crunch of reduced federal and state funding, some have looked for other options to raise funds. One such option can be found in Pennsylvania Local Option Small Games of Chance Act which has been amended several times since its enactment, most recently in 2012. The Act authorizes certain organizations, known as eligible organizations, to conduct limited types of gambling. The types of gambling authorized by the Act are pull-tab games, punchboards, raffles, daily drawings, and weekly drawings.

The Act is administered and enforced by three different levels of government which include the licensing authorities, the Department of Revenue and law enforcement officials. The licensing authorities are the County Treasurers in each of the 67 counties in the commonwealth. Where there is no county treasurer, such as in a home-rule county or city of the first class, the licensing authority is the designee of the governing body. The licensing authority is responsible for licensing eligible organizations to conduct games of chance in the commonwealth and for issuing special raffle permits. The Department of Revenue is charged with several responsibilities under the Act, such as registration of games of chance manufacturers, reviewing and approving pull-tab games and punchboards for use in the commonwealth, licensing of distributors to sell games of chance for use in the commonwealth, and receipt and retention of games of chance reports from licensed eligible organizations. Commonwealth law enforcement officials are responsible for overseeing the operation of games of chance, and for bringing civil and criminal charges against organizations and individuals for violations of the Act.

All games of chance are subject to general prize limits to ensure that the local fundraiser remains within the Pennsylvania Games of Chance Act. An example of these requirements is that a prize for a single chance in any game may not exceed $1,000 and an eligible organization is limited to awarding $25,000 in prizes during an operating week (the seven consecutive, reoccurring operating or non-operating days). There is, however, additional prize limit for raffles. No more than $10,000 may be awarded in raffles during a calendar month with only certain exceptions. Reference should be made to the Pennsylvania Games of Chance Act for the applicable prize limit exceptions. Generally, all games of chance proceeds are to be used for public interest purposes as defined by the Act with the exception that games of chance proceeds may also be used to purchase additional games of chance.

School district affiliated organizations must keep up-to-date records and reports as established in Pennsylvania's Small Games of Chance Act. A licensed eligible organization is required to keep records related to its games of chance activities sufficient to demonstrate the organization's compliance with the Act. A licensed eligible organization must retain its records for at least two years. A club licensee must maintain its records for at least five years. The following is a general explanation of the games of chance records in which a licensed eligible organization is required to keep so they may be available for inspection or audit. These records include all sales invoices, gross receipts from the conduct of each game of chance, the cost of each game of chance and other expenses related to the conduct of each game of chance, the total of prizes paid out for each game of chance and each prize's cost or fair market value, details as to how proceeds from games of chance were used or disbursed by the eligible organization, etc.

The following types of organizations, however, are not required to own, lease or establish a licensed premise to conduct games of chance: (1) a nonprofit sports team and (2) a primary or secondary school-sponsored club, sports team or organization. Some pitfalls that school districts should be conscious of come in the form of booster clubs and solicitation of funds by or from students directly. The group or organization must acknowledge that they shall not require mandatory participation by students in any fundraising activity as a condition of participation in the school-sponsored programs. Booster clubs are adult organizations which sponsor fundraising activities carried out in the name of the school. Students are not to be involved in fundraising activities during school hours and are not to sell games of chance at any time, such as 50-50, raffles, lotteries, etc.

School districts should have the booster clubs acknowledge that the club or organization is in compliance with all rules and regulations promulgated by the school Board, the P.I.A.A. and the laws of the Commonwealth of Pennsylvania. In particular, it is imperative for the booster organizations to communicate with the superintendent

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FFRF Sues School District

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ownership of the display. As a result of the call for a removal of the Ten Commandments display the School District held local rallies and community support fundraisers in support of the display remaining in place.

The case of *Lemon v. Kurtzman*, 403 U.S. 602 (1971) established what the court system commonly refers to as the "Lemon test," which details the requirements for legislation concerning religion. It consists of three prongs which states that (1) the government's action must have a secular legislative purpose, (2) the government's action must not have the primary effect of either advancing or inhibiting religion, and (3) the government's action must not result in an "excessive government entanglement" with religion. If any of these three prongs are held by the court to have been violated, the government's action is deemed unconstitutional under the Establishment Clause of the First Amendment to the United States Constitution. In recent years there have been many challenges to the "Lemon test" as it relates to private school funding, most of which have ended with such government funding being held constitutional so long as the funds were used to promote only secular teachings.

Specifically, the plaintiffs in the case allege that "The pre-eminent purpose for posting the Ten Commandments on school property is plainly religious in nature. The Ten Commandments are undeniably a sacred text in the Jewish and Christian faiths, and no legislative recitation of a supposed secular purpose can blind us to that fact. The Commandments do not confine themselves to arguably secular matters, such as honoring one's parents, killing or murder, adultery, stealing, false witness, and covetousness. Rather, the first part of the Commandments concerns the religious duties of believers: worshipping the Lord God alone, avoiding idolatry, not using the Lord's name in vain, and observing the Sabbath Day." The FFRF specified that the display of the Ten Commandments by the District has the primary effect of both advancing religion generally and advancing the tenets of a specific faith in particular and the display of the Ten Commandments by the District also impermissibly coerces students to suppress their personal religious and non-religious beliefs and adopt the favored religious views of the District, which they believe constitutes an endorsement of religion by the District.

School districts argue that the Supreme Court established more than 40 years ago, and many courts have since repeated, that students and teachers do not shed their constitutional rights to free speech when they walk through the schoolhouse gates. However, the FFRF has fired back by saying that there's a difference between free speech and government speech, and when administrators, teachers and students enter the public school, they are not speaking for themselves, but they are representing the school, which has a diversity of viewpoints and thus, the School District must not promote one over the other. One approach by public schools to adapt to this concept is to have displays that promote all viewpoints, such as a Jewish, Christian, and secular display placed all in the same exhibition. Courts have found a great deal of new suits erupting as a result of this practice.

School districts should keep attentive on the decisions rendered by the Federal Courts as this will have a significant impact on displays that may have been prominent in the District's communities for more than a decade. Districts should be cognizant to limit any display that would not have a secular purpose or would alienate students within their Districts as this could result in suits such as the one presented.

Federal Government Overrules AYP Change

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3-5, middle grades 6-8, and high school grades 9-12), and if the students in at least one of those grade spans met proficiency percentage targets, including the subgroups within that span, the entire school would be regarded as having met that component of AYP. In addition, PDE under the new regulations will not require that a single grade span meet targets in both math and reading, but is awarding AYP designation if at least one grade span meets targets in each subject. This new method is being referred to as the school district method or local agency method, in which only one of the three grade spans needs to hit the testing targets for a district to make AYP. An example of this methodology that is being discussed, is to say that, if the middle-school grades (6-8) make AYP, but elementary and high school students do not, then under the new method (local agency method) the whole district would make AYP.

From a practical standpoint, this decision by the federal government does not do much to change the current landscape as it relates to the methodology for public school districts in attaining AYP. However, it does ensure that the methodology that is used will be done so uniformly for both Pennsylvania public school districts and Pennsylvania charter schools.

Legislature Rewrites Pennsylvania's Child Labor Law

The Pennsylvania Legislature has ratified Act 151 of 2012, which has rewritten Pennsylvania's Child Labor Law to make it consistent with federal law and to address the issue of minors working in reality television. The Act clarifies that a school superintendent, supervising principal, school attendance officer, among others, are able to issue work permits as employment officers and sets forth restrictions on the length of time a minor can work each week based on his or her age.

The Act also requires that minors engaged in performances obtain permits from the Department of Labor and Industry and sets forth the amount of time a minor can work during each 24-hour period based on his or her age. The Act puts in place requirements regarding compensation for minors engaged in performances and requires that if a minor will be working for three or more consecutive days on a performance during the time school is in session and will be unable to attend school, the employer must provide the minor with a credentialed teacher or tutor. If there are multiple minors, the employer must provide one teacher or tutor for every ten minors, unless all the minors are within two grade levels of each other, in which case one teacher or tutor may be provided for every 20 minors.

The section entitled "Waiver" remained intact within the new Act, which establishes that the Department may waive one or more restrictions contained within the Act, including, but not limited to, Subsection (b)(4)(iii), (iv) and (v), if the Department determines the waiver is necessary to preserve the artistic integrity of the performance; will not impair the educational instruction, health or safety of the minor; and written permission is obtained from the minor's parent or guardian. The waiver request shall be submitted in writing at least 48 hours in advance of the time needed for the waiver and the Department shall approve or reject the waiver.

The "waiver" section speaks more specifically to Subsections (b)(4)(iii), (iv) and (v) in particular due to elevated risk and danger associated with such performances. The subsections include (iii) activities having a high level of inherent danger including activities involving speed, height, a high level of physical exertion and highly specialized gear or spectacular stunts; (iv) an acrobatic act that is hazardous to the minor's safety or well-being; or (v) use of or exposure to a dangerous weapon or pyrotechnical device.

In order for school districts to comprehend the breakdown of hours allowable under the Act, the Legislature has prescribed that the amount of time minors are permitted to be at their place of employment within a 24-hour period is limited according to age, in the following manner: (1) infants who have not reached six months of age may be permitted to remain at the place of employment for a maximum of two hours; (2) minors who have reached the age of six months of age but who have not attained two years of age may be permitted at the place of employment for a maximum of four hours and may work no more than two hours; (3) minors who have reached two years of age but who have not attained six years of age may be permitted at the place of employment for a maximum of six hours and may work no more than three hours; (4) minors who have reached six years of age but who have not attained nine years of age may be permitted at the place of employment for eight hours and may work no more than four hours; (5) minors who have reached nine years of age but who have not attained 16 years of age may be permitted at the place of employment for nine hours and may not work more than five hours; and (6) minors who have reached 16 years of age but who have not attained 18 years of age may be permitted at the place of employment for ten hours and may not work more than six hours.

Importantly, when any minor between 14 and 18 years of age obtains permission from school authorities to work during school hours for a period not to exceed two consecutive days, the working hours for such minor during either or both of such days may be extended to, but shall not exceed, eight hours in a 24-hour period. Furthermore, allowable meal periods shall not be counted toward maximum hours permitted at the place of employment nor counted as work time for any purpose. A meal period shall not be less than one-half hour nor more than one hour in length.

Currently, the Act retains certain exclusions regarding child labor and employment requirements. These exclusions are for domestic service work, which implies that this Act shall not apply to the employment of a minor in domestic service in or about the private home of a parent or guardian, to babysitting, and to performance of minor chores in or about a private home of the employer. The Act specifically describes minor chores to include: lawn

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The Final Rule and Its Impact on Public School Food Service Departments

On September 14, 2012, the Division of Food and Nutrition notified all sponsors of the School Nutrition Programs that contract with a Food Service Management Company, that these departments would need to rebid their Food Service Contracts for the 2013-2014 school year as a result of the implementation of the new meal standards that were issued in a Final Rule by the United States Department of Agriculture.

As part of the new standards and requirements of what has been established as the Final Rule was the definition and designation between what is considered material and what is considered immaterial language of the contracts between the School Food Authorities (SFA) and the Food Service Management Companies (FSMC). For the SFA to really understand whether such contracts would have to be rebid or could remain intact, there were a few choice questions that had to be considered as to the definition of material or immaterial changes. In order to give the SFA a better grasp on the issue, the United States Department of Agriculture released a memo to help aid the Public School Districts in collaboration with their solicitors to examine each Food Service Contract for a material change.

Specifically, the memo indicated that the question must first be asked as to whether the Final Rule creates a "material change" in the Food Service Management Companies Contracts? The creation of a material change to a contract between an SFA and an FSMC depends on the District's initial solicitation document and the resulting contract during the procurement process. The USDA anticipated that some current contracts between Districts and the FSMC would be consistent with the new nutrition standards of the Final Rule. In this case, those contracts would require only nonmaterial changes to ensure consistency with the Final Rule. Each contract between an SFA and its FSMC will have unique initial solicitation documents and contract terms to be specific to the desires of each school district.

In order to decipher which contracts had material changes and which did not, the District and its solicitor must review existing contracts to make a determination as to whether a material change has occurred as a result of the implementation of the Final Rule. The USDA suggested that the following questions be asked in order to help determine if the change constitutes a material change to the contract. The questions were in the following form:

Small Games of Chance *Continued from page 3*

and school administrators prior to establishing the organization. School districts should ensure that letters or waivers go home to parents/guardians explaining the fundraisers or booster dues and when such meeting dates and locations for the fundraising agenda items will be discussed and/or voted on in the organization.

School districts must encourage the organizations to prohibit gifts or awards being given to students, directly or indirectly, without the approval of the Superintendent, the Board, and the child's parents/guardians, as may be appropriate. Any and all awards, gifts, or other items given to the participants of said programs must not violate the policies of the district, the P.I.A.A. or the N.C.A.A. This may include but not be limited to gifts of cash, gift cards, or gift certificates. In conducting its activities, all booster organizations shall comply with the Solicitation of Funds for Charitable Purposes Act, as amended; the Pennsylvania Small Games of Chance Act, as amended; or any other requirements established regarding fundraising for school affiliated organizations.

It is important that all booster organizations comply with the Solicitation of Funds for Charitable Purposes Act and the Pennsylvania Small Games of Chance Act, and any concerns or issues of members of the booster groups should be directed through the appropriate supervisors, then to the Superintendent or their designee, and finally, to the Board of school directors. The Board retains the power and authority to void or cancel any and all fundraising activities or expenditure programs for which they believe are not necessary, appropriate, or in the best interest of the school district and its students.

1. if there would be an increase or decrease to the cost of the contract, would the increase or decrease in cost have caused bidders to bid differently if the prospective change had existed at the time of bidding?; and
2. would the prospective change materially affect the scope of services; and/or
3. would the prospective change materially affect the types of food products; and/or
4. would the prospective change materially affect the volume of food products, in both the solicitation document and resulting contract?

In order to help clarify point two, above, the district should examine if, for example, the Final Rule requires schools to serve whole-grain rich products, and specific varieties of vegetables, which already may be included in current contracts. More specifically and per the new regulations, contracts between SFAs and FSMCs must be no longer than one year in duration with four optional annual renewals. Every SFA should be annually reviewing its FSMC contract with no expectation by either party to renew the contract. As noted above, the district and SFA must review the current contract and determine if any prospective changes would result in a material change. If the parties determine that prospective changes would be material, the SFA must either conduct a separate procurement to obtain the desired deliverable that created the material change or conduct a new procurement and ensure that the new solicitation associated with the rebid contains the appropriate specifications and provision to ensure conformance to the Final Rule.

An example of such an instance, as issued by the United States Department of Agriculture, was to say that if the SFA's initial solicitation and resulting contract did not address whole-grain rich foods, the SFA would ensure that rebid specifications would procure such foods. As needed, an SFA may conduct a procurement at the earliest feasible juncture. SFAs must ensure that a new procurement is completed for the 2013-14 school year; however, there has been one unique change to the initial requirements of the Final Rule. This change came about because an SFA determined that a material change would occur as a result of implementation of the Final Rule, but concluded that a new procurement could not be completed prior to the 2013-2014 school year. The United States Department of Agriculture has allowed the SFA to amend its current contract in order to ensure full implementation of the Final Rule.

As was noted in the memorandum produced by Cynthia Long, the Director of the Child Nutrition Division, annual renewals of a contract between an SFA and an FSMC will occur at the discretion of the SFA. In this case, both the SFA and the FSMC would need to agree to the terms of any amendments to the current contract necessary to ensure full implementation of the Final Rule. If the FSMC is unwilling or unable to agree to such an amendment to the current contract, the SFA would need to take immediate action up to and including: (a) termination of the current contract between the SFA and the FSMC in accordance with the termination provisions and issuance of a new solicitation; or (b) issuance of a separate solicitation to procure the necessary foods in order to ensure compliance with the Final Rule, consistent with the current contract between the parties.

It is imperative that any school district who contracts out their Food Service Department meet with their solicitor immediately in order to enable sufficient time to analyze their Food Service Management Contracts and decipher whether there is a material or immaterial change as a result of the Final Rule. Districts should also keep in mind that a material change can be had in other areas and categories within their Food Service Departments (i.e. distributors) and should keep attentive in order to follow the same principles and time frames as has been outlined.

Child Labor Law *Continued from page 5*

care, snow shoveling and residential chores performed by minors on a casual or infrequent basis. The exclusions also pertain to agricultural employment, which is exempt from coverage of the child labor provisions of the Fair Labor Standards Act and is exempt from coverage of this Act. Finally, newspaper delivery employment is also held as exempt from this Act. More specifically, a minor engaged in newspaper delivery may be employed for seven consecutive days in a week. Individuals who are at least 11 years of age may be employed in the delivery and street sale of newspapers after 5 a.m. and before 8 p.m., except that during the school vacation period a minor shall be permitted to be employed until 9 p.m. Schools must keep in mind that a work permit is required for certain students. However, an individual who is more than 16 years of age and is employed in the distribution, sale, offering for sale of any newspaper, or any minor who can demonstrate that he or she is working independently of the newspaper publisher, shall not be required to procure a work permit. (continued next page)

Child Labor Law *Continued from page 7*

The most important provision of Act 151 of 2012 is what the Legislature has considered the issuing agent or officer. Specifically, under the Act an issuing officer can be one of the following: a district superintendent or supervising principal of a public school district. If a public school district does not have a district superintendent or supervising principal, then the secretary of the board of school directors of the district may issue the student a work permit.

School districts should take away from these new requirements the specific hours allowable for a student worker and ensure that any violation of such requirements by the employer is reported to the parents of the child and to the Pennsylvania Department of Labor and Industry.

About the Pennsylvania School Study Council

The Pennsylvania School Study Council (PSSC), a partnership between the Pennsylvania State University and member educational organizations, is dedicated to improving education by providing research information, professional development activities, and technical assistance to enable its members to meet current and future challenges. The PSSC offers professional development to the membership through colloquiums, workshops, study trips, consultation, publications, and customized services. For more information, visit the PSSC website, www.ed.psu.edu/pssc/ or contact the Executive Director Dr. Lawrence Wess at ljw@psu.edu.

ANDREWS & BEARD
LAW OFFICES

MAIN OFFICE:
3366 Lynnwood Drive P.O. Box 1311
Altoona, Pa 16603-1311
814/943-3304 FAX: 814/943-3430
www.andrewsbeard.com

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Subsequent Issues

If you have a school law question or topic you would like to have addressed in subsequent issues of the newsletter, please send an email to:

David Andrews: *dandrews@andrewsbeard.com*
Carl P. Beard: *cbeard@andrewsbeard.com*
Patrick J. Fanelli: *pfanelli@andrewsbeard.com*
Aimee L. Willett: *awillett@andrewsbeard.com*
Elizabeth Benjamin: *ebenjamin@andrewsbeard.com*
Emily L. Bristol: *ebristol@andrewsbeard.com*
Ronald N. Repak: *rrepak@andrewsbeard.com*

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