[J-4-2026]
IN THE SUPREME COURT OF PENNSYLVANIA
EASTERN DISTRICT

TODD, C.J., DONOHUE, DOUGHERTY, WECHT, MUNDY, BROBSON, McCAFFERY, JJ.

NEAL FOLLMAN,	:	No. 7 EAP 2025
	:	
Appellee	:	Appeal from the Order of the
	:	Commonwealth Court at No. 1323
	:	CD 2023, entered on July 17,
v.	:	2024, reversing and remanding
	:	the Decision of the Education
	:	Department at TEACHER
SCHOOL DISTRICT OF PHILADELPHIA	:	TENURE APPEAL No. 04-22,
(DEPARTMENT OF EDUCATION),	:	entered on October 20, 2023.
	:	
Appellant	:	ARGUED: March 10, 2026

OPINION

JUSTICE WECHT **DECIDED: November 17, 2026**

Under the Public School Code, tenured teachers cannot be fired without first being given the opportunity to be heard "before the board of school directors."[1] The question in this appeal is whether the elected school board directors themselves must attend those termination hearings. We hold that the proceeding below, which was conducted by an appointed hearing officer with no elected school board members present, failed to comply with the School Code. Because the Code means what it says, we affirm the Commonwealth Court.

Neil Follman was a teacher for the Philadelphia School District ("District"). He refused to undergo weekly COVID-19 testing during the coronavirus pandemic in the spring of 2021. The principal of Follman's school recommended that Follman be

[1] 24 P.S. § 11-1127.

terminated for refusing to comply with the District's testing policy. A hearing officer for the District's Office of Employee and Labor Relations held a hearing on the matter and agreed with the recommendation that Follman be terminated. The District's Board of Education ("Board")[2] then mailed Follman a "statement of charges" giving him notice of his proposed termination. The written notice described the allegations against Follman and notified him of his right to attend a Board hearing regarding his termination, scheduled for September 13, 2021.[3]

The Board later postponed Follman's termination hearing and switched it from an in-person session to a virtual one. Follman objected to the virtual hearing. Nevertheless, the proceeding took place via Zoom. None of the elected Board directors attended the virtual hearing. Instead, the Board appointed a hearing officer, Rudolph Garcia, to preside over the matter. Following the hearing, the Board voted unanimously to approve a resolution ending Follman's employment with the District.

Follman appealed his termination to the Commonwealth's Secretary of Education, arguing that at least some of the Board's directors were required to attend his termination hearing. The Secretary upheld the Board's resolution, opining that "the Board was allowed to appoint a hearing officer to conduct Follman's termination hearing, provided

---

[2] Each public school district in Pennsylvania is governed by a board of nine elected, school board directors. School boards act as local legislative bodies. They are responsible for setting district policy, approving budgets, levying taxes, and hiring key personnel.

[3] Follman was classified as a "professional employee" under the Public School Code. 24 P.S. § 11-1101 (defining a "professional employe"). The Code requires school districts to enter into written employment contracts with all professional employees, and it prevents districts from terminating those employment contracts absent statutory grounds for doing so. *Id.* § 11-1122(a) (listing "valid causes for termination," which include "wilful [*sic*] neglect of duties," "intemperance," and "conviction of a felony").

the Board reviewed the hearing officer's findings of facts, conclusions of law and recommendation, and then ma[de] an independent ruling based on the entire record."[4]

A unanimous three-judge panel of the Commonwealth Court reversed the Secretary's decision. Citing Sections 1127 and 1129 of the School Code, the intermediate court concluded that elected school board directors must personally attend professional employee termination hearings. Section 1127 sets forth the procedures that school districts must follow when terminating tenured professional employees like Follman. Relevant here, Section 1127 instructs that: (1) the school board must furnish the professional employee with "a detailed written statement" of the allegations supporting his or her termination; (2) the school board "shall conduct a hearing" on the proposed termination; and (3) the employee facing termination must be given an opportunity to be heard "before the board of school directors:"[5]

> Before any professional employe[6] having attained a status of permanent tenure is dismissed by the board of school directors, such board of school directors shall furnish such professional employe with a detailed written statement of the charges upon which his or her proposed dismissal is based and shall conduct a hearing. A written notice signed by the president and attested by the secretary of the board of school directors shall be forwarded by registered mail to the professional employe setting forth the time and place when and where such professional employe will be given an opportunity to be heard either in person or by counsel, or both, before the board of school directors and setting forth a detailed statement of the charges. Such hearing shall not be sooner than ten (10) days nor later than fifteen (15) days after such written notice. At such hearing all testimony offered, including that of complainants and their witnesses, as well as that of the accused professional employe and his or her witnesses, shall be recorded by a competent disinterested public stenographer whose services

---

4 *Follman v. Sch. Dist. of Phila.*, 320 A.3d 882, 888-89 (Pa. Cmwlth. 2024) (cleaned up).

5 24 P.S. § 11-1127.

6 Lest the reader fear that we have made a spelling error, we remind, as we have before (*see*, *e.g.*, *Klar v. Dairy Farmers of Am., Inc*., 300 A.3d 361, 366 n. 16 (Pa. 2023)), that the General Assembly has retained this antiquated spelling in various statutes.

> shall be furnished by the school district at its expense. Any such hearing may be postponed, continued or adjourned.[7]

Section 1129 sets forth the school boards' post-hearing voting procedures. It instructs that, "[a]fter fully hearing the charges or complaints and hearing all witnesses," the school board should determine by a two-thirds vote whether the "charges or complaints" supporting the proposed termination "have been sustained:"[8]

> After fully hearing the charges or complaints and hearing all witnesses produced by the board and the person against whom the charges are pending, and after full, impartial and unbiased consideration thereof, the board of school directors shall by a two-thirds vote of all the members thereof, to be recorded by roll call, determine whether such charges or complaints have been sustained and whether the evidence substantiates such charges and complaints, and if so determined shall discharge such professional employe. If less than two-thirds of all of the members of the board vote in favor of discharge, the professional employe shall be retained and the complaint shall be dismissed.[9]

The Commonwealth Court opined that, taken together, Sections 1127 and 1129 "plainly require the presence of the Board" at the termination hearing.[10] The panel nevertheless did not attempt to answer the question of *how many* members of the Board must be present. The court noted that existing precedent permits "a lawful and proper hearing [to] be conducted without all members of the [Board] present to hear the evidence."[11] Because zero Board members attended the termination hearing in this case,

---

7 24 P.S. § 11-1127.

8 *Id.* § 11-1129.

9 *Id.*

10 *Follman*, 320 A.3d at 891.

11 *Id.* at 889 (quoting *Belasco v. Sch. Dist. of Pittsburgh*, 510 A.2d 337, 342 (Pa. 1986) (discussing Commonwealth Court precedent and remarking that: "it has been held that a lawful and proper hearing may be conducted without all members of the Board present to hear the evidence")).

the panel concluded that Follman's firing did not comply with Sections 1127 and 1129 of the School Code.[12] The court therefore reversed the Secretary's decision and ordered that Follman be reinstated with back pay unless and until the District properly terminates his employment in conformity with the Code.

The District has appealed the Commonwealth Court's ruling, arguing that the Code allows school boards to delegate to appointed hearing officers the responsibility for conducting professional employee termination hearings. We are not persuaded. The Commonwealth Court correctly held that the School Code gives professional employees facing termination the right to a hearing before at least some of the school board directors. We reach this conclusion based primarily upon Section 1127 of the Code, which details the procedures for terminating professional employees:

> Before any professional employe having attained a status of permanent tenure is dismissed by the board of school directors, such board of school directors shall furnish such professional employe with a detailed written statement of the charges upon which his or her proposed dismissal is based and shall conduct a hearing. A written notice signed by the president and attested by the secretary of the board of school directors shall be forwarded by registered mail to the professional employe setting forth the time and place when and where such professional employe will be given an opportunity to be heard either in person or by counsel, or both, before the board of school directors and setting forth a detailed statement of the charges. Such hearing shall not be sooner than ten (10) days nor later than fifteen (15) days after such written notice. At such hearing all testimony offered, including that of complainants and their witnesses, as well as that of the accused professional employe and his or her witnesses, shall be recorded by a competent disinterested public stenographer whose services

---

[12] The panel also cited Section 1128 of the School Code, which states that "[a]ll testimony at any hearing shall be taken under oath, and any member of the board of school directors shall have power to administer oaths to such witnesses." 24 P.S. § 11-1128. The Commonwealth Court interpreted this language to mean that *only* school board directors have the power to administer oaths, stating that "witnesses cannot be validly sworn in to testify . . . if no members of the board of school directors attend the hearing[.]" *Follman*, 320 A.3d at 890-91. The court therefore opined that Section 1128 also requires school board directors to attend professional employee termination hearings.

> shall be furnished by the school district at its expense. Any such hearing may be postponed, continued or adjourned.[13]

Particularly relevant here is the directive, in the first sentence of Section 1127, that the "board of school directors . . . shall conduct a hearing" on the proposed termination of a professional employee.[14] Consistent with that language is the second sentence of Section 1127, which guarantees professional employees facing termination "an opportunity to be heard either in person or by counsel, or both, *before the board of school directors*."[15] Giving the words of Section 1127 their literal meaning, "the board of school directors" unambiguously refers to a governing body that is comprised of nine individual school board members.[16] The statutory right to a hearing "before the board of school directors," if given its literal meaning, therefore contemplates a hearing before some number of the constituent school board directors.

Like the Commonwealth Court below, we think it beyond the scope of this appeal to specify the exact number of school board directors who must be present before a termination hearing can be considered "before the board of school directors" under Section 1127. We hold today that the "the board of school directors" refers to the body of nine elected school directors. Whether that body is authorized to take official action with a quorum of less than nine members is another question entirely, and one that we have no reason to address here. The case before us is not about whether the absence

---

13 24 P.S. § 11-1127.

14 *Id.*

15 *Id.* (emphasis added).

16 *Board*, BLACK'S LAW DICTIONARY (12th ed. 2024) ("A group of persons having managerial, supervisory, or advisory powers, *e.g.*, board of trade"); *School Board*, BLACK'S LAW DICTIONARY (12th ed. 2024) ("An administrative body, made up of a number of directors or trustees, responsible for overseeing public schools within a city, county, or district.").

of a board member or two transforms the termination hearing into one that is no longer "before the board of school directors." Rather, this appeal concerns the Board's assertion that the Code allows *all* Board members to skip the termination hearing and vote on the cold record. For present purposes, it suffices to say that a hearing with no school directors in attendance is not a hearing "before the board of school directors."[17]

The District invokes "context" in an effort to convince us that "the board of school directors" should be interpreted to mean something other than "the people who make up the board of school directors."[18] The District claims that the Commonwealth Court failed

---

[17] In his Concurring Opinion, our esteemed colleague Justice McCaffery takes issue with our decision to resolve only the question presented. In his view, our refusal to address hypothetical circumstances not before the Court "will cause uncertainty and confusion for school districts moving forward." Concurring Opinion at 3. We fail to see how our decision creates either. As the Concurrence acknowledges, longstanding Commonwealth Court precedent holds that a termination hearing with a majority or quorum of school board members in attendance satisfies the School Code. *Id.* at 3-4 (discussing *Kaczmarcik v. Carbondale Area Sch. Dist*., 625 A.2d 126 (Pa. Cmwlth. 1993); *Bd. of Pub. Educ. v. Pyle*, 390 A.2d 904 (Pa. Cmwlth. 1978); *Boehm v. Bd. of Educ*., 373 A.2d 1372 (Pa. Cmwlth. 1977); and *Acitelli v. Westmont Hilltop Sch. Dist*., 325 A.2d 490 (Pa. Cmwlth. 1974)). Our decision today takes no position on any wisdom or error in that line of precedent, which has no application here, since zero school board members attended Follman's termination hearing.

The Concurrence opines that the Commonwealth Court's precedent in this area is wrong, and that language from this Court in prior cases arguably embracing the Commonwealth Court's case law was "clearly dicta." *Id.* (discussing *Belasco v. Bd. of Pub. Education*, 510 A.2d 337, 342 (Pa. 1986)). While the Concurrence is free to call into question whatever precedent it wishes, we note the irony that, if any "uncertainty and confusion" exists after today, it might be engendered by the Concurrence's decision to address an issue not before us.

[18] Although statutory words and phrases typically should be given their literal meaning, it is a foundational principle of statutory interpretation that a law's text cannot be read in isolation. *Roethlein v. Portnoff Law Assocs*., 81 A.3d 816, 822 (Pa. 2013) ("In giving effect to the words of the legislature, we should not interpret statutory words in isolation, but must read them with reference to the context in which they appear."). Thus, while all statutory interpretation begins with the premise that lawmakers intend for words to be understood in their natural and ordinary signification, ordinary connotation may not always prevail when contrary contextual evidence suggests that the legislature had an (continued…)

to analyze the relevant statutory provisions "within the broader context of the Public School Code."[19] This contextual argument is best understood as two distinct arguments, only one of which is based on a correct understanding of the rule that statutory language must be read "in context."

Beginning with the doctrinally sound contextual argument, the District argues that the panel below "ignored the context of the Public School Code's provisions granting school boards substantial authority and broad discretion to carry out their wealth of responsibilities."[20] The District cites two such provisions that the Commonwealth Court supposedly overlooked. One provision vests school boards with "all necessary power and authority to comply with and carry out any or all of the provisions" of the School Code.[21] The other provision states that school boards "may appoint a solicitor, such assistant solicitors and such other appointees, clerks or employes [*sic*] as it may deem proper . . . and shall define their duties and fix their salaries."[22]

The District does not fully explain why it believes that these two provisions warrant giving the language of Section 1127 something other than its literal meaning. The District simply declares that the "provisions conferring substantial authority and broad discretion on school boards must be considered" when interpreting Section 1127.[23] We agree that statutory text must be interpreted within the context of the surrounding legislative

---

alternative meaning in mind. That said, the more unnatural the proposed interpretation of a law, the more compelling the contextual evidence supporting it must be.

19 Brief for the School District at 15.

20 *Id.*

21 24 P.S. § 5-507.

22 *Id.* § 4-406.

23 Brief for the School District at 18.

scheme.[24] But we do not see how the General Assembly's conferral of "all necessary power[s]," including the power to "appoint . . . employees," implies that the phrase "before the board of school directors" in Section 1127 should be given some meaning other than the one that plain English presents.

In an *amicus* brief filed in support of the District, the Pennsylvania School Boards Association ("PSBA") argues that affirming the Commonwealth Court's decision would call into question longstanding administrative agency practices throughout the Commonwealth. PSBA claims that there are many other statutes that, if read literally, personally task appointed heads of administrative agencies with the responsibility to hold hearings or execute official acts. For example, the Agricultural Commodities Marketing Act imposes upon the Secretary of Agriculture a duty to conduct certain hearings;[25] yet, the PSBA asserts, such hearings are routinely conducted by administrative law judges notwithstanding that statutory language.

We do not hold today that statutory phrases like "the board" or "the Secretary" or "the Commissioner" must be given their most literal meaning in all circumstances. The various provisions of a particular statute, construed holistically, might in some circumstances demonstrate that the legislature was not speaking literally when it

---

[24] "Context" is most commonly used in statutory interpretation to "establis[h] that only one of the possible meanings that a word or phrase can bear is compatible with use of the same word or phrase elsewhere in the statute; or that one of the possible meanings would cause the provision to clash with another portion of the statute." ANTONIN SCALIA & BRYAN A. GARNER, READING LAW: THE INTERPRETATION OF LEGAL TEXTS 168 (2012); *id.* at 167 ("Context is a primary determinant of meaning. A legal instrument typically contains many interrelated parts that make up the whole. The entirety of the document thus provides the context for each of its parts."); 1 EDWARD COKE, THE FIRST PART OF THE INSTITUTES OF THE LAWS OF ENGLAND, OR A COMMENTARY UPON LITTLETON § 728, at 381a (1628) ("[I]t is the most natural and genuine exposition of a statute to construe one part of the statute by another part of the same statute, for that best expresseth the meaning of the makers.").

[25] 3 Pa. C.S. § 4503.

instructed "the Board" or "the Secretary" to take a particular course of action. For example, if Congress passed a law stating that: "the Postmaster General shall deliver census forms to all U.S. residents," and if the same law contained other examples of Congress instructing "the Postmaster General" to do other things that a single person likely could not do, then a contextual interpretation of "the Postmaster General" surely would prevail over a literal one.

That is a far cry from what is happening here. The School Code's broader context reinforces the fact that the General Assembly intended to require the presence of school board members at professional employee termination hearings. Section 1127 requires that written notice of the scheduled termination hearing be "signed by the president and attested by the secretary of the board of school directors." Section 1128 instructs that all testimony at the termination hearing must be given under oath, and it empowers board members themselves to swear in witnesses—a power they would not need unless present at the hearing. Additionally, Section 1129 states that the board should vote on the proposed termination after "fully hearing the charges or complaints and hearing all witnesses." Contrary to the District's argument, none of this context suggests that the legislature was speaking in a non-literal fashion when it said in Section 1127 that "the board of school directors . . . shall conduct a hearing." The context buttresses the text.

The District's final contextual argument is that the Commonwealth Court overlooked the "context" that "the Public School Code exists specifically to carry out the legislature's constitutionally based obligation to 'provide for the maintenance and support of a thorough and efficient system of public education.'"[26] According to the District,

---

[26] Brief for the School District at 14-15 (quoting PA. CONST. art. III, § 14); *see Zager v. Chester Cmty. Charter Sch.*, 934 A.2d 1227, 1232 (Pa. 2007) (explaining that the Public School Code was created to "establish a thorough and efficient system of public education, to which every child has a right").

requiring school board members to attend professional-employee termination hearings would be incompatible with "the Public School Code's core purpose" of providing a thorough and efficient public education system.[27] This is so, the District claims, because school boards would not be able to "fulfill all of their statutory obligations directed toward [the] broader goal" of achieving a thorough and efficient education system "if they are unnecessarily required to devote disproportionate attention to" professional employee terminations."[28]

The District's assertion that we must interpret Section 1127 with an eye toward what would be most consistent with the School Code's "paramount goal of ensuring a thorough and efficient system of public education" is a purposivist argument masquerading as a contextual one.[29] The rule that statutory language must be read "in context" does not empower judges to squint at a law, claim to discern from the overall gestalt of the statute some broad plan or goal that we think the legislature must have had in mind, and then disregard unambiguous language that conflicts with that supposed goal.[30] When we talk about "context" being relevant as we interpret statutes, we are talking specifically about context that informs the meaning of the statutory text. Courts

---

27 Brief for the School District at 16.

28 *Id.* at 15.

29 *Id.*

30 ANTONIN SCALIA & BRYAN A. GARNER, READING LAW: THE INTERPRETATION OF LEGAL TEXTS 168 (2012) ("It is not a proper use of the canon to say that since the overall purpose of the statute is to achieve x, any interpretation of the text that limits the achieving of x must be disfavored. As we have said, limitations on a statute's reach are as much a part of the statutory purpose as specifications of what is to be done.").

cannot simply rebrand a statute's broad purpose (or goal) as "context," and then use that "context" to override the plain meaning of the statutory language itself.[31]

Additionally, even if we were willing to prioritize the School Code's apparent purpose over the plain language of Section 1127, the District has not convinced us that requiring school board directors to attend professional employee termination hearings would be incompatible with "a thorough and efficient system of public education." Despite essentially seeking a hardship exemption from the School Code, the District does not provide any insight at all into how many of these termination hearings take place in a given year. The District says only that "the School District of Philadelphia employed 10,730 professional staff" during the 2023-2024 school year, the most recent year for which the Department of Education has published data.[32] But not all of those employees are going to be terminated for cause. And, even among those who are, not all of them will choose to contest their termination at a public school board hearing.[33] Philadelphia

---

[31] *King v. Burwell*, 576 U.S. 473, 497 (2015) ("Reliance on context and structure in statutory interpretation is a subtle business, calling for great wariness lest what professes to be mere rendering becomes creation and attempted interpretation of legislation becomes legislation itself."); *compare* Brief for the School District at 13-14 (arguing that the Commonwealth Court failed to consider "the legislature's intent" and the School Code's "paramount purpose of ensuring that all children have access to a thorough and efficient system of public education"), *with* 1 Pa.C.S. § 1921(b) ("When the words of a statute are clear and free from all ambiguity, the letter of it is not to be disregarded under the pretext of pursuing its spirit.").

[32] Brief for the School District at 29.

[33] Follman asserts in his brief that school board termination hearings for teachers in particular are "a rarity," that problematic teachers are normally "counselled out" and resign from the profession, and that "the vast majority of school districts have never had to hold a school board hearing" to terminate a tenured teacher. Brief for Follman at 50. He also explains that teachers typically pursue union arbitration rather than electing the remedy of a school board hearing. *Id.* ("The Pennsylvania Education Association, which represents over 90 percent of [the Commonwealth's] teachers, takes all tenured teacher dismissals to arbitration. 24 P.S. § 11-1130. It is a rare instance that a tenured teacher will elect the remedy of a school board hearing."). Follman also claims that the resolution (continued…)

is also the obvious outlier among the Commonwealth's 500 school districts, all of which have far fewer employees.[34] Given the absence of any concrete statistics in the briefing or record before us, there is no way further to evaluate the District's bald claim that a literal interpretation of Section 1127 is incompatible with a thorough and efficient education system.

In dissent, Justice Brobson agrees with our conclusion that the phrase "the board of school directors," as used in Section 1127, unambiguously refers to a body of nine elected school board members. The Dissent nevertheless opines that Section 1127 does not require school board members to attend tenured-employee termination hearings. The Dissent's position turns on the meaning of the word "before" in Section 1127's proviso, which gives employees the right to be heard "before the board of school directors."[35] The Dissent interprets the word "before" in Section 1127 to mean "under the official or formal consideration of,"[36] such that a termination hearing could be "before" the board of school directors (in a formal sense) even when the board members are not physically present for the hearing.[37]

---

the Board adopted terminating his employment listed "every dismissal that the District had done for the school year," and that there were only three such dismissals. *Id.*

[34] The second largest school district, the Pittsburgh Public School District, has 2,240 professional employees, whereas the smallest school district has only twenty-two.

[35] 24 P.S. § 11-1127.

[36] Dissenting Opinion at 3 (quoting *Before*, WEBSTER'S THIRD NEW INTERNATIONAL DICTIONARY 197 (1993)).

[37] *Id.* at 4 ("The termination hearing is still 'before' the school board, or 'under the school board's formal consideration,' and the school board fully 'hears,' or 'gives a legal hearing' with respect to the charges and witnesses involved.").

The Dissent's argument ignores the fact that the word "before" can also mean "in the presence of."[38] And, given the statutory context discussed above, we think that this definition most accurately reflects the General Assembly's meaning. As we have explained, Sections 1127, 1128, and 1129 suggest that the General Assembly envisioned school board members having a great deal of personal involvement in the termination process. Those provisions empower school board members to swear in witnesses at the termination hearing, and they instruct that members should vote on any proposed termination only after "fully hearing the charges or complaints and hearing all witnesses."[39]

In addition to Sections 1127, 1128, and 1129, other provisions of the School Code confirm that the General Assembly did not share the Dissent's elastic understanding of what it means for a hearing to be "before the board of school directors." One provision of the Code, for example, prohibits school board directors from receiving bribes in exchange for voting a particular way on a matter "that may come before the board *or any committee thereof*."[40] Had the General Assembly intended for the word "before" to carry the sort of all-encompassing meaning suggested by the Dissent, it presumably would have omitted the words "or any committee thereof" from this section.[41] Similarly, the School Code demonstrates that the legislature knew how (and was willing) to state explicitly when it

---

38 *Before*, Merriam-Webster's Online Dictionary, https://www.merriam-webster.com/dictionary/before.

39 24 P.S. §§ 11-1128, 11-1129.

40 24 P.S. § 3-326.

41 *Honey v. Lycoming Cnty*., 355 A.3d 801, 822 n. 19 (Pa. 2026) ("In construing a statute, the courts must attempt to give meaning to every word in a statute, as we cannot assume that the legislature intended any words to be mere surplusage." (quoting *City of Phila. Fire Dep't v. W.C.A.B. (Sladek)*, 195 A.3d 197, 207 (Pa. 2018) (citation omitted)); *accord* 1 Pa.C.S. § 1921(a) ("Every statute shall be construed, if possible, to give effect to all its provisions.").

intended to permit authorized agents to take official action on behalf of the board.[42] Given this statutory context, we disagree with the Dissent's claim that the legislature intended for the statutory right to a hearing "before the board of school directors" to mean a hearing that is merely "under the official or formal consideration of" the board of school directors.[43]

In summary, we hold that Section 1127 of the School Code gives professional employees facing termination the right to a hearing before at least some of the school districts' elected school board directors. The context provided by other provisions of the School Code does not undermine our conclusion that "the board of school directors" in Section 1127 means the board of school directors. The District's attempt to invoke the legislative purpose behind the School Code is not a proper invocation of statutory "context" at all, and, even if it were, the District has not convinced us that requiring board members to attend termination hearings would be incompatible with a thorough and efficient education system. Thus, we affirm the Commonwealth Court's decision reinstating Follman's employment with the District.

---

[42] *See*, *e.g.*, 24 P.S. § 13-1352 ("The secretary of each board of school directors, *or such other person as is directed by the board*, shall, at or before the opening of the school term, furnish to the principal or teacher of each school a correct list of the names and residences of all children, assigned to such school, who are subject to the provisions of this act." (emphasis added)); *see also Fonner v. Shandon, Inc.*, 724 A.2d 903, 907 (Pa. 1999) ("[W]here the legislature includes specific language in one section of the statute and excludes it from another, the language should not be implied where excluded.").

[43] Although the Dissent would require termination hearings held outside of the Board's presence to be conducted by hearing officers who are "learned in the law" (Diss. Op. at 5), it is worth highlighting that this proposed restriction appears nowhere in the School Code. Indeed, the hearing officer's legal training (or lack thereof) would seem to be irrelevant under the Dissent's theory that a termination hearing takes place "before" the board whenever the matter is "under the [Board's] official or formal consideration." *Id.* at 3, 4. Despite embracing an expansive definition of the word "before," the Dissent cannot bring itself to fully accept the consequences of its own proposed interpretation. The fact that the Dissent finds it necessary to decree education and training requirements for hearing officers is as compelling a criticism of the Dissent's position as any we could muster.

Chief Justice Todd and Justices Donohue, Dougherty and Mundy join the opinion.

Justice McCaffery files a concurring opinion.

Justice Brobson files a dissenting opinion.