

the employment of the vendor's spouse. The ALJ ruled that the monthly lease-purchase payments assigned to facility No. 1-350 were in direct violation of the Act, Federal regulations, and the SLA's own policy manual, all of which require the SLA to provide equipment to blind vendors. The ALJ, therefore, directed that the SLA reimburse Mr. Wilson for all equipment charges improperly assessed. The ALJ also ruled that the SLA's proposal to establish a cafeteria facility at the same location as Mr. Wilson's was within the discretion of the SLA.

On April 1, 1992, Mr. Wilson appealed three portions of the ALJ's decision to the Secretary of the U.S. Department of Education. The issues appealed were: (1) The ruling on the proposed new cafeteria facility. (2) The failure of the ALJ to award interest on the reimbursement payments by the SLA to Mr. Wilson for the lease-purchase of equipment. (3) The failure of the ALJ to award attorney's fees.

These issues were pending before a Federal arbitration panel when the SLA imposed a three-day suspension without pay on complainant as the result of alleged actions taken by Mr. Wilson that impaired the assistant manager's ability to perform his duties at facility No. 1-350. Mr. Wilson appealed the SLA's action in a State fair hearing proceeding before an ALJ. The ALJ denied Mr. Wilson's claim, and, subsequently, the complainant filed a grievance with respect to this matter with the Secretary of the U.S. Department of Education. The Secretary consolidated this grievance along with the earlier complaint.

An arbitration hearing was held on this matter on June 29 and 30, 1994. The issues before the panel were: (1) What remedy, if any, is appropriate for the three-day suspension? (2) Did the State agency improperly award the cafeteria contract to the detriment of Mr. Wilson, and, if so, what is the appropriate remedy? (3) Can the arbitration panel award attorney's fees to Mr. Wilson, and, if so, is such an award justified? Prior to the hearing, the parties resolved the issue concerning interest on the leased equipment payments that Mr. Wilson made to the SLA.

Arbitration Panel Decision

The arbitration panel ruled that the SLA did not or would not violate the Randolph-Sheppard Act or any regulations promulgated under the Act by assigning the license to operate the cafeteria facility to a vendor other than Mr. Wilson. The panel's majority concluded, with one dissent, that the conflict between the agency's duty to

protect and maximize the earnings of existing vendors and its duty to maximize the number of vendors operating viable facilities is a matter committed to the SLA's discretion. Among other considerations, even if Mr. Wilson's vending facility revenues were to be reduced as he projected, his facility would remain one of the most highly remunerative in the entire State.

The panel also ruled that the complainant failed to show that the refusal to award attorney's fees in the State fair hearing violated any State or Federal statute or regulations.

Finally, the panel ruled that the appropriate remedy for the concededly improper suspension of the complainant was the sum withheld for his three-day suspension plus interest at the Federal funds rate together with costs, including reasonable attorney's fees, incurred by Mr. Wilson in contesting the matter in the State fair hearing proceedings and in the arbitration proceedings. The panel majority concluded, with one dissent, that an award of attorney's fees was appropriate and not barred by the Eleventh Amendment to the United States Constitution.

The views and opinions expressed by the panel do not necessarily represent the views and opinions of the U.S. Department of Education.

Dated: August 27, 1996.
Judith E. Heumann,
Assistant Secretary Special Education and Rehabilitative Services.
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BILLING CODE 4000-01-P

DEPARTMENT OF ENERGY

Office of Arms Control and Nonproliferation Policy; Proposed Subsequent Arrangement

AGENCY: Department of Energy.
ACTION: Subsequent arrangement.

SUMMARY: Pursuant to section 131 of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2160) notice is hereby given of a proposed "subsequent arrangement" to be carried out in Canada under the Agreement for Cooperation Concerning Civil Uses of Atomic Energy between the Government of the United States of America and the Government of Canada, signed June 15, 1955, as amended.

The subsequent arrangement to be carried out under the above-mentioned agreement involves approval of the alteration in form or content of irradiated fuel rods from the H.B. Robinson Nuclear Power Station to produce elements for irradiation in a

research reactor, using a dry proliferation-resistant fabrication process in accordance with the plan contained in the document AECL/KAERI/US DOS Joint Development Program for the Direct Use of Spent PWR Fuel in CANDU (DUPIC), dated November 1995.

In accordance with section 131 of the Atomic Energy Act of 1954, as amended, it has been determined that this subsequent arrangement will not be inimical to the common defense and security.

This subsequent arrangement will take effect no sooner than fifteen days after the date of publication of this notice.

Dated: August 26, 1996.

For the Department of Energy,
Edward T. Fei,
Deputy Director, International Policy and Analysis Division, Office of Arms Control and Nonproliferation.
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BILLING CODE 6450-01-P

Office of Arms Control and Nonproliferation Policy; Proposed Subsequent Arrangement

AGENCY: Department of Energy.
ACTION: Subsequent arrangement.

SUMMARY: Pursuant to Section 131 of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2160), notice is hereby given of a proposed "subsequent arrangement" under the Agreement for Cooperation for Civil Uses of Atomic Power between the United States and the Republic of Argentina, and the Agreement for Cooperation for Civil Uses of Atomic Power between the United States and Brazil.

The subsequent arrangement to be carried out under the above-mentioned agreements involves the conclusion of protocols concerning the suspension of the application of safeguards by the International Atomic Energy Agency (IAEA) under the Safeguards Transfer Agreement between the Republic of Argentina, the United States of America and the IAEA, signed June 13, 1969; and the Safeguards Transfer Agreement between the Federative Republic of Brazil, the United States of America and the IAEA, signed March 10, 1967, and amended July 27, 1972. These agreements will be replaced by a Quadripartite Agreement between Argentina, Brazil, the Brazilian-Argentine Agency for Accounting and Control of Nuclear Materials, the IAEA, and by the Safeguards Agreement referred to as the Voluntary Offer Agreement between the United States