MAINE SUPREME JUDICIAL COURT

Reporter of Decisions
Decision No. Mem 13-55
Docket No. Yor-12-214

MARC WIDERSHIEN

v.

SANFORD SCHOOL DEPARTMENT et al.

Argued April 9, 2013
Decided May 28, 2013

Panel: SAUFLEY, C.J., and ALEXANDER, LEVY, SILVER, MEAD, GORMAN, and JABAR, JJ.

MEMORANDUM OF DECISION

Marc Widershien appeals from a summary judgment entered in the Superior Court (York County, *Fritzsche, J.*) in favor of the Sanford School Department and several School Department employees (collectively, the School Department) on Widershien's claims of defamation, due process violations, and breach of contract. Widershien's claims arise out of the School Department's placement of a letter of reprimand in Widershien's personnel file in response to a complaint by one of Widershien's students, and the School Department's subsequent decision not to offer Widershien a class to teach the following semester.

Contrary to Widershien's contentions, the court did not err in granting summary judgment for the School Department on his defamation claim, because there is no genuine question of material fact as to whether the letter of reprimand was false. *See Cole v. Chandler*, 2000 ME 104, ¶ 5, 752 A.2d 1189 (setting forth elements of defamation). Nor did the court err in entering summary judgment on Widershien's due process claims, as Widershien failed to generate a genuine question of material fact as to whether he had a property interest in continued employment with the School Department, s*ee Cook v. Lisbon Sch. Comm.*, 682 A.2d 672, 676 (Me. 1996) ("A property interest in continued employment may

be established by contract or by proof of an objectively reasonable expectation of continued employment."), or that the letter of reprimand deprived him of a liberty interest in future employment, *see Doe I v. Williams*, 2013 ME 24, ¶ 62, 61 A.3d 718 ("A state action is an infringement on due process rights . . . only if it both negatively affects an individual's reputation and alters the legal status of an individual in a manner that affects his or her liberty . . . ."). Finally, the court did not err in granting summary judgment on Widershien's breach of contract claim because he presented no evidence of the existence of an implied contract that obligated the School Department to follow its sexual harassment policy in investigating student complaints regarding Widershien. *See Stanton v. Univ. of Me. Sys.*, 2001 ME 96, ¶ 13, 773 A.2d 1045 ("For a contract to be enforceable, the parties thereto must have a distinct and common intention which is communicated by each party to the other." (quotation marks omitted)).

The entry is:

Judgment affirmed.

On the briefs:

Timothy A. Pease, Esq., and Colin E. Howard, Esq., Rudman Winchell, Bangor, for appellant Marc Widershien

Jonathan W. Brogan, Esq., and Kristina M. Balbo, Esq., Norman, Hanson, & DeTroy, LLC, Portland, for appellees Sanford School Department, Elizabeth J. St. Cyr, and Kathi Medcalf

At oral argument:

Timothy A. Pease, Esq., for appellant Marc Widershien

Jonathan W. Brogan, Esq., for appellees Sanford School Department, Elizabeth J. St. Cyr, and Kathi Medcalf