

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KATHERINE C. MACCORD AND DAVID	:	
M. MACCORD	:	
Plaintiffs,	:	CIVIL ACTION
	:	
v.	:	
	:	No. 96-5479
THE CHRISTIAN ACADEMY, et al.	:	
Defendants.	:	

MEMORANDUM-ORDER

GREEN, S.J.

December 4, 1998

Presently before the court is Defendants' Motion for Summary Judgment on all remaining counts of Plaintiffs' Amended Complaint, Plaintiffs' Response thereto and Defendants' Reply. For the following reasons, Defendants' Motion will be granted as to all remaining counts with the exception of Plaintiff's claim for defamation in Count VII as it relates to the statements made at the February 5, 1996 faculty meeting and Plaintiff-husband's claim for loss of consortium in Count IX of the Amended Complaint.

FACTUAL BACKGROUND

Defendant The Christian Academy ("TCA") is a non-profit private day school. Plaintiff Katherine MacCord ("Plaintiff") was first employed as a teacher at TCA in August 1981, at which time she executed an employment contract for the 1981-82 school year. Said contract contained a provision stating the following:

Section 3. All new teachers must be appointed for a term of one year and shall receive their salary bi-weekly. After a teacher has been re-appointed successively for two years, he shall receive tenure of office. Tenure of office may be terminated by the local School Committee, subject to the approval of the Board of Trustees because of ill health, insubordination, or unChristian walk of life. Tenure of office may also be terminated when, on account of financial conditions or decreased attendance, the School Committee must decrease the number of teachers. For termination of tenure, a two-thirds vote shall be required. . . .

(Contract for 1981-82 school year, Pls.' Exh. A.) Plaintiff was reappointed to her teaching position for the 1982-83 and the 1983-84 school years and each year signed a contract subtitled as "annual supplement to the original contract." (Contracts for 1982-83 and 1983-84 school years, Pls.' Exh. I.) At the end of the 1983-84 school year, Plaintiff gave notice that she would not be returning to TCA for the next school year.

Plaintiff returned to work at TCA in 1992 and signed an employment contract containing the exact same language as in the earlier contracts relating to "tenure of office." (Contract for 1992-93 school year, Pls.' Exh. B.) This contract was also titled as an "annual supplement." Plaintiff was employed by TCA and alleges that she executed annual contracts in 1993, 1994 and 1995. This court has not been provided the contract for the 1993-94 school year. The 1994-95 and 1995-96 contracts contain the same "tenure of office" provision as the earlier contracts, however, neither of these contracts states that it is a supplement to any other contract. (Contracts for 1994-95 and 1995-96 school years.)

In June 1995, a new constitution became effective at TCA replacing the constitution that had been in place since 1957. Among the changes from the 1957 Constitution was the omission of the words "tenure of office." Defendants allege that all faculty members were made aware of the changes in the 1995 Constitution including the elimination of the words "tenure of office." (Scott Aff. at ¶ 31; Sierer Aff. at ¶ 31.) Despite the fact that the 1995 Constitution eliminated the words "tenure of office," Plaintiff's executed contract for the 1995-1996 school year included the same "tenure of office" provision as the earlier contracts. (Contract for 1995-96 school year, Defs.' Exh. F.) Defendants allege that tenure has never been offered or received at TCA. (Scott Aff. at ¶ 26, Gray Aff. at ¶ 24, Sierer Aff. at ¶ 29.) Plaintiff alleges that she understood the term

“tenure of office” to mean permanent job security except for the possibility of circumstances arising that would cause her to lose that tenure as stated in the contract. (MacCord Aff. at ¶ 18.)

Prior to 1996, TCA embarked on a campaign to address the financial well-being of the school. As part of this campaign, a committee was formed to solicit donations and interview parents, alumni, students and friends. As a result of the information obtained in these interviews, the committee recommended that the Administration be charged with the responsibility to make decisions relating to faculty retention. As a result, the Administration, specifically Defendants Sierer, Gray and Makowski, performed independent evaluations of the entire faculty. The independent evaluations made by Sierer, Gray and Makowski were “collaborated”, and the teachers were ranked based on the collaboration.

On February 5, 1996, Plaintiff alleges that at a faculty meeting conducted by Defendant Sierer at which every member of the TCA staff was required to be present, Defendant Sierer made announcements concerning the fact that the school was having problems recruiting and retaining students and that the campaign committee was having difficulty securing donations. Plaintiff states that Defendant Sierer said the source of the problems was “marginal” teachers who were “mean and cruel to the children” who “spoke harshly and unkindly” to them and “called them names.” (See Jarman Aff. at ¶19; Weaver Aff. at ¶14.) Defendant Sierer also announced that six to eight teachers would be terminated at the end of the school year and that they would receive notices in their mailboxes notifying them to meet with him. On February 6, 1996, Plaintiff received a notice and met with Defendant Sierer who notified her of the decision not to renew her contract.

On or about February 13, 1996, TCA circulated a newsletter to all the school families which stated among other things that:

[w]e as administrators and trustees have noted changes in attitude and conduct which we feel can no longer be condoned. . . . We have attempted in the past to come alongside individuals to correct these attitudes. Some have responded positively while others try to rally support for their 'cause.' However, recognizing that now is the appropriate time to begin a job search for the upcoming year, we believe that individuals must be informed if they are not to receive a contract for the 1996-97 school year.

(Letter of February 13, 1996 at 2, Pls.' Exh. H.) On March 19, 1996 at a "Town Meeting," parents and association members raised questions concerning the action against the teachers. Statements were made by Defendants at the "Town Meeting" that "these teachers are not blessing our children" and that the information related to the decision not to renew their contracts had been documented in their personnel files. (Minutes of Town Meeting, Pls.' Ex. J). Plaintiff's employment with TCA was not renewed for the 1996-97 school year, and Plaintiffs filed the present cause of action on August 7, 1996. This court dismissed Counts III, IV, V, and VI on February 20, 1997.

DISCUSSION

Summary judgment shall be awarded "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Fed. R. Civ. P. 56(c). Summary judgment will be inappropriate where a dispute regarding a material fact is genuine, that is, if the evidence is such that a reasonable jury could return a verdict for the non-moving party. Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248,

106 S. Ct. 2505, 2510 (1986). The evidence presented must be viewed in the light most favorable to the non-moving party. Lang v. New York Life Ins. Co., 721 F.2d 118, 119 (3d Cir. 1983).

A. Breach of Contract

Plaintiff claims in Count I of the Amended Complaint that Defendants did not comply with the tenure provision language of her contract in terminating her employment because she understood the term “tenure of office” to mean permanent job security. Defendants argue that TCA never offered or awarded tenure to any teacher at TCA and that Plaintiff was aware that the tenure provision was removed in the 1995 Constitution. Defendants also argue that Plaintiff’s employment contract was not renewed because of insubordination, un-Christian walk of life, the negative financial condition of the school and decreased attendance in accordance with the contract.

The terms of an unambiguous contract are to be construed by the court as a matter of law, and in so doing, the court must be guided by the goal of contract interpretation which is to ascertain and give effect to the parties’ intent. Gallagher v. Fidelcor, Inc., 657 A.2d 31, 33 (Pa. Super. 1995). The intent must be ascertained from the language of the written contract. Id. The Pennsylvania Superior Court has explained ambiguities in contracts as follows:

Ambiguity within a contract may be latent or patent. A patent ambiguity appears on the face of the contract and is a result of defective or obscure language. A latent ambiguity arises from collateral facts which make the meaning of the contract uncertain, although the language appears clear on the face of the contract.

Krizovensky v. Krizovensky, 624 A.2d 638, 642-43 (Pa. Super. 1993)(citations omitted). To determine whether there is an ambiguity, it is proper for a court to hear evidence from both

parties and then decide whether there are objective indications that the terms of the contract are subject to differing meanings. Id. at 643. A contract will be found ambiguous if “it is reasonably or fairly susceptible of different constructions and is capable of being understood in more senses than one and is obscure in meaning through indefiniteness of expression or has a double meaning.” Samuel Rappaport Family Partnership v. Meridian Bank, 657 A.2d 17, 21-22 (Pa. Super. 1994). A contract is not rendered ambiguous by the mere fact that the parties do not agree on the proper construction. Krizovensky, 624 A.2d at 642.

Plaintiff claims that she received permanent job security because she was employed by TCA for two successive school years, the 1992-93 and 1993-94 school year. Plaintiff contends that she only needed to sign the subsequent annual contracts for the purpose of updating salary and recording the annual Statement of Faith and that these contracts did not represent new employment contracts each year because she had already earned tenure. Defendants argue that “tenure of office” refers only to job security for the school year of each particular contract. As Plaintiff’s breach of contract claim is based on an interpretation of the contract term “tenure of office,” this court may examine extrinsic evidence to determine whether the term is ambiguous.

The contract for the 1992-93 school year stated that it was a “Contract for the School Year Beginning September 4, 1992 to June 18, 1993” and said contract stated that it could be dissolved with sixty (60) days notice by either party with sufficient reason. The contracts for the 1994-95 and 1995-96 school years also stated that they were contracts for each specific school year and that they could be terminated by either party. Nowhere in the 1994-95 and 1995-96 contracts did it state that Plaintiff’s employment relationship had changed with TCA after the 1993-94 school year, and neither of these contracts stated that it was a supplement to or renewal

of any prior contract.

There is no evidence that any teacher at TCA, including Plaintiff, has ever requested, applied for and/or received tenure at TCA. (Scott Aff. ¶¶ 26-27.) There is no evidence that Plaintiff ever discussed the “tenure” term of her contract with anyone at TCA before accepting or continuing her employment at TCA or even after the 1993-94 school year when she claims she had earned permanent job security. Plaintiff continued to sign annual contracts each year she was employed by TCA, and each contract expressly stated that the contract was for the term of that particular school year.

Plaintiff has not presented any evidence that the term “tenure,” as used in her contract, meant permanent job security. Rather, the evidence demonstrates that the term “tenure of office” in Plaintiff’s contracts can only have one meaning, that is, tenure for the term of that particular school year wherein she could not be summarily dismissed during that school year except for the reasons stated in the contract. The term “tenure of office” is not ambiguous, and this court interprets said term as a matter of law to mean job security for the term of that contract. As Defendants did not terminate Plaintiff’s employment during any school year while Plaintiff was teaching at TCA, Defendants cannot be said to have breached any contract with Plaintiff. Accordingly, Defendants’ Motion for Summary Judgment on Plaintiff’s claim in Count I of the Amended Complaint for breach of contract will be granted.

B. Breach of the Covenant of Good Faith and Fair Dealing

In the context of employment contracts, Pennsylvania law does not recognize a cause of action for breach of the implied covenant of good faith and fair dealing which is separate from a breach of contract action. McGrenaghan v. St. Denis School, 979 F. Supp. 323, 328 (E.D. Pa.

1997). Thus, under Pennsylvania law, Plaintiff cannot maintain a cause of action for breach of an implied covenant of good faith and fair dealing independent from the breach of contract action related to the “tenure of office” provision. Accordingly, Defendants are entitled to summary judgment on Plaintiff’s claim in Count II of the Amended Complaint for breach of the covenant of good faith and fair dealing.

C. Defamation

Under Pennsylvania law, in order to establish a claim for defamation, the plaintiff has the burden of proving: (1) the defamatory character of the communication; (2) its publication by the defendant, (3) its application to the plaintiff, (4) the understanding by the recipient of its defamatory meaning; (5) the understanding by the recipient that the communication was intended to be applied to plaintiff; (6) special harm resulting to the plaintiff from its publication; and (7) abuse of a conditionally privileged occasion. 42 Pa. Cons. Stat. Ann. § 8343. Defamation is a communication which tends to harm an individual’s reputation so as to lower her in the estimation of the community or deter third persons from associating or dealing with her. Elia v. Erie Ins. Exchange, 634 A.2d 657, 660 (Pa. Super. 1993). The court must determine as a matter of law, whether the statement in question is capable of a defamatory meaning, and if the court decides that it is capable of a defamatory meaning, then it is for the jury to decide if the statement was so understood by the reader or listener. U.S. Healthcare, Inc. v. Blue Cross of Greater Philadelphia, 898 F.2d 914, 923 (3d Cir. 1990). To ascertain the meaning of an allegedly defamatory statement, the court must examine the statement in context. Id.

In Count VII of Plaintiff’s Amended Complaint, Plaintiff claims that she was defamed at the February 5, 1996 meeting, in the February 13, 1996 letter and at the “Town Meeting” on

March 19, 1996. Plaintiff also amended the Complaint to add a defamation claim in Count XI against Defendants Gray, Makowski and Sierer, wherein Plaintiff alleges that between January 16, 1996 and May 9, 1996, these defendants “made repeated representations to the Board of Trustees and other agents/employees of The Christian Academy that [Plaintiff] had been advised of a number of specific faults/defects/deficiencies in her conduct [and] attitude as a teacher employed by The Christian Academy.” Defendants argue that the statements in question are not susceptible to defamatory meaning. Defendants also argue that the information conveyed was privileged.

1. Statements Made at Faculty Meeting on February 5, 1996

This court concludes that the statements made by Defendants at the February 5 meeting are capable of defamatory meaning. These statements included references to “marginal” teachers who were “mean and cruel to the children” who “spoke harshly and unkindly” to them and “called them names.” Although no specific teachers were mentioned, the listener could infer that the statements related to Plaintiff and the other teachers whose contracts were not renewed, and said statements, when applied to a teacher of children, have the potential to harm Plaintiff’s reputation in the community. Therefore, the statements made at the February 5 faculty meeting are capable of defamatory meaning.

Defendants argue that the statements made at the February 5 faculty meeting are privileged. A publisher of defamatory matter is not liable if the publication was made subject to a privilege, and the privilege was not abused. Elia, 634 A.2d at 660. Conditional privileges may exist when: (1) some interest of the publisher of the defamatory matter is involved; (2) some interest of the recipient of the matter, or a third party is involved; or (3) a recognized interest of

the public is involved. Id. Once the court determines a matter to be conditionally privileged, the plaintiff must establish that the defendant abused that privilege by a showing that (1) the statement was actuated by malice or negligence; (2) was made for a purpose other than that for which the privilege is given; (3) was made to a person not reasonably believed to be necessary for the accomplishment of the purpose of the privilege; or (4) includes defamatory matter not reasonably believed to be necessary for the accomplishment of the purpose. Id. at 661.

In the present case, Defendants have failed to provide sufficient evidence and case law to support the argument that statements relating to a teacher's behavior in the classroom is privileged when published at a faculty meeting to explain why certain teachers' contracts would not be renewed. To the extent the Pennsylvania Supreme Court would consider the communications conditionally privileged, the Plaintiff has provided sufficient evidence to raise a genuine issue of fact that the Defendants abused this privilege by publishing the statements to the entire faculty and by including allegedly defamatory matter not reasonably believed to be necessary for the purpose of informing the faculty that certain teachers' contracts would not be renewed. Therefore, Defendants' Motion for Summary Judgment as it relates to Plaintiff's claim for defamation arising from the statements made at the February 5 faculty meeting will be denied.

2. Statements Made in Letter of February 13, 1996

This court concludes that the statements made in the February 13 letter are not capable of defamatory meaning. Plaintiff argues that the defamatory communications in the letter are the statements that changes in attitude and conduct could not longer be condoned and that "we have attempted in the past to come alongside individuals to correct these attitudes [and] some have

responded positively while others try to rally support for their ‘cause’.” These statements in the February 13 letter are not capable of defamatory meaning as they are too general in nature to be capable of harming an individual’s reputation in the community. Therefore, Defendants’ Motion for Summary Judgment on Plaintiff’s claim for defamation as it relates to the statements made in the February 13 letter will be granted.

3. Statements Made at the “Town Meeting” on March 19, 1996

Similarly, the statements made at the March 19 “Town Meeting” that “these teachers are not blessing our children” and that the information related to the decision not to renew their contracts had been documented in their personnel files also cannot constitute defamatory communications. The statement that “these teachers are not blessing our children” is not capable of defamatory meaning as it is too ambiguous and general in nature. The statement that information has been documented in personnel files is merely informational; this statement is also incapable of defamatory character. Therefore, Defendants’ Motion for Summary Judgment will be granted on Plaintiff’s claim for defamation as it relates to the statements made at the March 19 “Town Meeting.”

4. Statements Made Between January 6, 1996 and May 19, 1996

Finally, this court concludes that the statements made by Defendants Gray, Sierer and Makowski between January 6, 1996 and May 19, 1996 cannot as a matter of law be defamatory. Plaintiff argues that the defamatory communications are representations by Defendants that Plaintiff had been advised of a number of deficiencies. Plaintiffs further alleges that these communications “were absolutely false as to the statement(s) that Mrs. MacCord had been notified, in writing or orally, of certain defects / deficiencies / attitudinal manifestations . . .”

(Amend. Compl. ¶ 159). Plaintiff does not allege that the substance of the statement referring to defects and deficiencies was defamatory. Rather, Plaintiff alleges that the defamatory communication was the statement that she was notified. A statement that Plaintiff was notified of something, even if that statement is false, is not capable of defamatory character. Accordingly, Defendants' Motion for Summary Judgment on Plaintiff's claim in Count XI of the Amended Complaint for defamation will be granted.

D. Fraud

Under Pennsylvania law, in order to establish fraud, the plaintiff must show (1) a misrepresentation, (2) a fraudulent utterance thereof, (3) an intention by the maker that the recipient will thereby be induced to act, (4) justifiable reliance by the recipient on the misrepresentation, and (5) damages to the recipient as the proximate result. Brindle v. West Allegheny Hosp., 594 A.2d 766, 768 (Pa. Super. 1991).

In support of her claim for fraud in Count X of the Amended Complaint, Plaintiff argues that Defendants knew, prior to contracting with Plaintiff, that the contract term "tenure" was misleading and that TCA never had a policy of offering long-term job security. In the same count for fraud, Plaintiff claims that although TCA's Annual Evaluation form states that a teacher will be notified on the form of any area that needs improvement or in which the teacher is unsatisfactory, TCA actually had an unwritten, undisclosed policy not to include written negative observations in their evaluations. (Complaint at ¶ 151). Plaintiff asserts that she received false and misleading representations each time she received a written evaluation because Defendants knowingly and repeatedly made false representations that teachers who were deficient in certain areas would receive written notice on the form. Plaintiff alleges that she was lulled into a sense

of false security and belief that the comments on the form represented a true and accurate assessment of her performance. As a result of these false representations, Plaintiff claims that she did not have notice of the defects and deficiencies that the defendants are presently alleging were attributable to Plaintiff and, therefore, could not correct these deficiencies.

Defendants argue that Plaintiff's claims for fraud are barred by the statute of limitations. Under Federal Rule of Civil Procedure 15(c), an amended pleading relates back to the date of the original pleading when "the claim or defense asserted in the amended pleading arose out of the conduct, transaction, or occurrence set forth or attempted to be set forth in the original pleading." Fed. R. Civ. P. 15(c). In this case, Plaintiff's new claim for fraud is based on information obtained during the discovery process and is directly related to the claims set forth in the original pleading. Therefore, Plaintiff's new claim for fraud relates back to the date of the original pleading, which is August 7, 1996, and is not barred by the statute of limitations. Defendants also argue that Plaintiff's claims for fraud are barred by The Pennsylvania Workmen's Compensation Act ("WCA"), 77 Pa. Cons. Stat. Ann. §§1- 2626. This court will not reach the issue of whether the WCA bars Plaintiff's fraud claims as Plaintiff has failed to set forth sufficient evidence to create a genuine issue of material fact that any of the defendants' conduct was fraudulent.

Plaintiff argues that the statement on the evaluation form that teachers would be notified of their deficiencies was a fraudulent misrepresentation because Defendants had an unwritten policy not to include negative comments on the evaluation form. Plaintiff has failed to demonstrate this statement was false as it relates to her because she has not produced any evidence that Defendants deliberately omitted deficiencies from her evaluations. Plaintiff has

also failed to offer any evidence to show that Defendants intended to induce action on the part of Plaintiff or that she was damaged as a proximate result of the alleged misrepresentation. Thus, Defendants' Motion for Summary Judgment on Plaintiff's claim for fraud as it relates to the evaluation form will be granted.

With regard to the Defendants' use of the term "tenure" in her employment contract, Plaintiff has failed to produce sufficient evidence that this term constitutes a fraudulent misrepresentation. Plaintiff argues that Defendants knew on the day they offered Plaintiff the 1992 employment contract and each renewal that they did not offer tenure/job security. Defendants do not dispute that they never offered or intended to offer Plaintiff permanent job security, and this court has already interpreted the term "tenure" to mean job security only for the term of the contract. Therefore, as Defendants only intended to offer tenure for the term of the contract, the use of the term "tenure" cannot be said to be fraudulent because Plaintiff did receive this tenure each year she was employed at TCA. Plaintiff has failed to produce any evidence that Defendants' use of the term "tenure" was a misrepresentation or that Defendants intended to induce action on the part of the Plaintiff based on her own interpretation of the term. Therefore, Defendants' Motion for Summary Judgment on Plaintiff's claim for fraud in the allegations relating to the Defendants' use of the term "tenure" in her contract for employment will also be granted.

E. Intentional Infliction of Emotional Distress

Defendants argue that Plaintiff's claim for intentional infliction of emotional distress in Count VIII of Plaintiff's Complaint is barred by the WCA, 77 Pa. Cons. Stat. Ann. §§1- 2626, and that Plaintiff has failed to present sufficient evidence of outrageous conduct. Again, this

court will not reach the question of whether Plaintiff's claim is barred by the WCA as Plaintiff has failed to produce sufficient evidence to support a claim for intentional infliction of emotional distress.

In order to recover for intentional infliction of emotional distress, the defendant's "conduct must be so outrageous in character, and so extreme in degree, as to go beyond all possible bounds of decency and to be regarded as atrocious, and utterly intolerable in a civilized society." Cox v. Keystone Carbon Co., 861 F.2d 390, 395 (3d Cir. 1988)(quoting Buczek v. First National Bank of Mifflintown, 531 A.2d 1122, 1125 (Pa. Super. 1987)). As a preliminary matter, it is for the court to determine if the defendant's conduct is so extreme as to permit recovery. Id. Taking the facts in the light most favorable to the Plaintiff, this court concludes that Plaintiff has failed to produce sufficient evidence that the actions taken by the Defendants rise to a level of outrageousness to allow a reasonable jury to afford Plaintiff relief on her intentional infliction of emotional distress claim. Therefore, Defendant's Motion for Summary Judgment on Plaintiff's claim for Intentional Infliction of Emotional Distress in Count VIII of the Amended Complaint will be granted.

F. Loss of Consortium

Plaintiff-husband, David MacCord, claims a loss of consortium against all defendants in Count IX of the Amended Complaint. A consortium claim is based on the loss of a spouse's services after injury. Jackson v. Travelers Ins. Co., 606 A.2d 1384, 1388 (Pa. Super. 1992). An action for loss of consortium is derivative. Scattaregia v. Shin Shen Wu, 495 A.2d 552, 553 (Pa. Super. 1985). Therefore, a loss of consortium action is based on the injured spouse's right to recover. Id. at 554. Plaintiff-husband states in his affidavit that his wife was unable to cook,

clean and care for the kids for a period of months as a result of the actions of Defendants. (David MacCord Aff. at ¶ 21-23.) As Plaintiff has set forth sufficient facts to support her tort claim for defamation, Defendants' Motion for Summary Judgment on Plaintiff-husband's claim for loss of consortium will be denied.

An appropriate Order follows.

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

KATHERINE C. MACCORD AND DAVID	:	
M. MACCORD	:	
Plaintiffs,	:	CIVIL ACTION
	:	
v.	:	
	:	No. 96-5479
THE CHRISTIAN ACADEMY, et al.	:	
Defendants.	:	

ORDER

AND NOW, this 4th day of December, 1998, upon consideration of Defendants' Motion for Summary Judgment on all remaining counts of Plaintiffs' Amended Complaint, Plaintiffs' Response thereto and Defendants' Reply, IT IS HEREBY ORDERED that:

1. Defendants' Motion for Summary Judgment on Plaintiff's claim in Count I for Breach of Contract is GRANTED;
2. Defendants' Motion for Summary Judgment on Plaintiff's claim in Count II for Breach of the Covenant of Good Faith and Fair Dealing is GRANTED;
3. Defendants' Motion for Summary Judgment on Plaintiff's claim in Count VII for Defamation is GRANTED as it relates to those statements made in the letter of February 13, 1996 and the statements made at the "Town Meeting" on March 19, 1996 and DENIED as to the statements made at the faculty meeting on February 5, 1996;
4. Defendants' Motion for Summary Judgment on Plaintiff's claim in Count VIII for Intentional Infliction of Emotional Distress is GRANTED;
5. Defendants' Motion for Summary Judgment on Plaintiff-husband's claim in Count IX for Loss of Consortium is DENIED;
6. Defendants' Motion for Summary Judgment on Plaintiff's claims in Count X for Fraud is GRANTED; and

7. Defendants' Motion for Summary Judgment on Plaintiff's claim in Count XI for Defamation is GRANTED.

BY THE COURT:

CLIFFORD SCOTT GREEN, S.J.