

Rhode Island

GUNNING & LAFAZIA

Bryant Prevails in Contract Suit



Rajaram Suryanarayan

A federal judge has tossed breach of contract and misrepresentation claims brought against Bryant University by a former student who claimed that she was wrongfully expelled from the school's physician's assistant program. The plaintiff, Alexandra Haddad, alleged that a letter written by the PA program director setting forth an academic progress plan constituted an implied-in-fact contract that was breached when the university later dismissed her. But U.S. District Court Judge John J. McConnell Jr. granted summary judgment in favor of Bryant, concluding that, although the relationship between a student and a private university is "essentially contractual in nature," the letter was not the governing contract between the parties. "The court... concludes that the academic policies govern the student-university relationship," McConnell wrote. "The policies set forth [therein] are clear and unambiguous and there is no dispute that Ms. Haddad was dismissed because she did not meet the overall 3.0 GPA graduation

requirement as set forth in [these] policies." The judge found that the GPA requirement was not contrary to law or public policy and was consistent with the school's need to ensure that its graduating physician assistants are competent to serve patients and the medical community. Further, McConnell said the record did not support the plaintiff's argument that the director's correspondence formed a new implied-in-fact contract containing her personal graduation requirements, which were contrary to those outlined in the academic policies. "[W]here there is an express contract, there cannot also be an implied-in-fact one unless the implied contract address-es a different subject matter," he continued. "Because it covers the same subject matter [of academic requirements] as the academic policies, the... letter cannot be an implied-in-fact contract." McConnell also found that the remediation process set out in the correspondence reflected the process described in the academic policies. "There is nothing in [the correspondence] that undermines the academic policies governing the remediation, dismissal, or graduation process," he concluded. Finally, there was no evidence that any knowingly false statements were made by Bryant in its communications with the plaintiff. Representing the university was Rajaram Suryanarayan.