

LARRY M. CASEY

v.

MAY B. BOUCHARD et al.

Submitted on Briefs April 2, 2001
Decided April 6, 2001

Panel: WATHEN, C.J., and CLIFFORD, RUDMAN, DANA, SAUFLEY,
ALEXANDER, and CALKINS, JJ.

MEMORANDUM OF DECISION

Larry M. Casey appeals the judgment of the Superior Court (Washington County, *Mills, J.*) granting the defendants' motion to dismiss his complaint which sought to compel arbitration of a decision of the school superintendent not to offer Casey, a probationary teacher, a continuing teacher contract. Casey contends that he has a due process right to a hearing prior to the decision not to nominate him for a continuing contract, that such a decision is subject to arbitration, and that an implied contract was created in the manner in which the school board decided the issue.

The law is well established that a probationary teacher does not have a property right or a right to an arbitration hearing to challenge a decision not to nominate him for a continuing teacher contract. *See Lynch v. Lewiston School Comm.*, 639 A.2d 630, 632-33 (Me. 1994); *Marxsen v. Bd. of Directors, M.S.A.D. #5*, 591 A.2d 867, 869 (Me. 1991).

Separately, this Court has no jurisdiction to hear directly a motion to compel arbitration.

The entry is:

Judgment affirmed. Motion to compel
arbitration dismissed.

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