COURT OF APPEALS
DECISION
DATED AND FILED

December 17, 2013

Diane M. Fremgen
Clerk of Court of Appeals

NOTICE

This opinion is subject to further editing. If published, the official version will appear in the bound volume of the Official Reports.

A party may file with the Supreme Court a petition to review an adverse decision by the Court of Appeals. *See* WIS. STAT. § 808.10 and RULE 809.62.

Appeal No. 2012AP2606 **Cir. Ct. No. 2012CV3338**

STATE OF WISCONSIN **IN COURT OF APPEALS**
DISTRICT I

YOLANDA D. WHITE,

PLAINTIFF-APPELLANT,

V.

CERIA M. TRAVIS ACADEMY, INC.,

DEFENDANT-RESPONDENT.

APPEAL from an order of the circuit court for Milwaukee County: PAUL R. VAN GRUNSVEN, Judge. *Affirmed*.

Before Curley, P.J., Fine and Kessler, JJ.

¶1 PER CURIAM. Yolanda D. White, *pro se*, appeals from an order of the circuit court that granted summary judgment to Ceria M. Travis Academy, Inc., and dismissed White's breach of contract claims. White maintains the

Academy wrongfully terminated her employment. We conclude the summary judgment was appropriate and, accordingly, we affirm the order.

¶2 The Academy runs three schools in Milwaukee: Travis Academy, Travis Technology High School, and Travis Academy Vocational Center. White was hired to be the principal of Travis Technology High School, beginning August 1, 2011. A letter was sent to White to confirm her employment, advising White that her salary would be $62,000 annually, "based upon 12 months" and paid biweekly.[1] In February 2012, the Academy terminated White's employment because of budgetary constraints.

¶3 White, represented by counsel, brought a suit for breach of contract, not just for what she believed was early termination of an employment contract. White also claimed that the Academy had agreed to reimburse her for tuition expenses for continuing education, and it had not properly paid her. The Academy moved for summary judgment, asserting that White's employment was not contractual but at-will, and that a prior reimbursement of educational expenses was a one-time event, not part of an ongoing contractual arrangement. After a hearing, the circuit court granted the motion and dismissed White's claims in their entirety. White appeals.

¶4 We review summary judgments *de novo*, using the same methodology as the circuit court. *See* ***Green Spring Farms v. Kersten***, 136 Wis. 2d 304, 314-16, 401 N.W.2d 816 (1987). A party is entitled to summary judgment if there are no genuine issues of material fact and the moving party is

[1] Originally, a letter was sent saying that the salary was based on ten months, but that was a typographical error and corrected with a new letter the same day.

entitled to judgment as a matter of law. *See* ***Lamar Cent. Outdoor, LLC v. DOT***, 2008 WI App 187, ¶16, 315 Wis. 2d 190, 762 N.W.2d 745.

¶5 "Wisconsin policy favors employment terminable at will." ***Bantz v. Montgomery Estates, Inc.***, 163 Wis. 2d 973, 978, 473 N.W.2d 506 (Ct. App. 1991). Sometimes, an employee manual "may alter an at-will employment relationship" if it contains "express provisions from which it reasonably could be inferred that the parties intended to bind each other to a different relationship." ***Id.*** at 979. Thus, in its summary judgment motion, the Academy pointed to various provisions of its handbook that emphasized the relationship was to remain at-will. The "receipt form" signed by White states, in relevant part, "my signature below indicates my intent to become or remain an 'at will' employee of Travis Academy." The circuit court thus concluded that the record "establishes very clearly" that White signed the manual and became an at-will employee.[2]

¶6 The only contrary evidence White references on appeal are the letters confirming her employment and specifying her salary terms. While White believes the letters evidence a contract for a certain period of time—in this case, twelve months—employment "contracts" that "specify no term of duration and which fix compensation at a certain amount per day, week or month are *terminable at the will of either party*." ***Holloway v. K-Mart Corp.***, 113 Wis. 2d 143, 145, 334 N.W.2d 570 (Ct. App. 1983) (emphasis added). The circuit court

[2] In her brief, White wonders why the handbook is given any consideration at all if it specifically disclaims constituting an agreement between the parties. She contends, "The assumption is, therefore, their Employee Handbook isn't a legal document and not germane to the case at all." This argument is a misunderstanding of the nature of the disclaimers, which exist to prevent the handbook from being construed as a contract that alters the at-will employment relationship, *see* ***Bantz v. Montgomery Estates, Inc.***, 163 Wis. 2d 973, 979, 473 N.W.2d 506 (Ct. App. 1991), not to disclaim the handbook's importance.

determined, and we agree, that the letters are not contracts that specify a time period of employment but, rather, the fixed salary and the method of determining the biweekly payment amount. Indeed, the circuit court rejected the idea that the letters created a reasonable inference that there was a contract for any particular term.[3]

¶7 White offers no other evidentiary challenge to the circuit court's grant of summary judgment. She never directly discusses its decision or reasoning, much less directs our attention to evidence in the record that shows there exists a genuine issue of material fact.[4] "[W]hen an appellant ignores the ground upon which the [circuit] court ruled and raises issues on appeal that do not undertake to refute the [circuit] court's ruling[,]" she cannot be heard to complain if the accuracy of those rulings is deemed conceded. *See* ***Schlieper v. DNR***, 188 Wis. 2d 318, 322, 525 N.W.2d 99 (Ct. App. 1994).

By the Court.—Order affirmed.

This opinion shall not be published. *See* WIS. STAT. RULE 809.23(1)(b)5.

[3] The circuit court also determined that "there was no entitlement to future claims or right to payment for [the] educational expenses."

[4] In her brief, White raises multiple issues, like retaliatory firing, discrimination based on her criminal record, bad faith and malice, promissory estoppel, or implied contracts. However, White does not identify where these theories were pled in or presented to the circuit court, and she cannot raise issues for the first time on appeal. *See* ***Wirth v. Ehly***, 93 Wis. 2d 433, 443-44, 287 N.W.2d 140 (1980). In addition, White included documents in her appendix that are not part of the record. White cannot use her appendix to supplement the record, *see* ***Reznicheck v. Grall***, 150 Wis. 2d 752, 754 n.1, 442 N.W.2d 545 (Ct. App. 1989), notwithstanding her claim that she gave the documents to her trial attorney "and trusted he'd enter [them] into the record."