STATE OF MICHIGAN

COURT OF APPEALS

KENNETH DRIVER,

Plaintiff-Appellant,

v

INTERLOCHEN CENTER FOR THE ARTS,

Defendant-Appellee.

UNPUBLISHED
September 20, 1996

No. 183078
LC No. 93-010910-NO

RICHARD GRAY,

Plaintiff-Appellant,

v

INTERLOCHEN CENTER FOR THE ARTS,

Defendant-Appellee.

No. 184756
LC No. 93-011388-NO

PAUL BRISTOL,

Plaintiff-Appellant,

v

INTERLOCHEN CENTER FOR THE ARTS,

Defendant-Appellee.

No. 184757
LC No. 93-011398-NZ

LARRY MARCUM,

Plaintiff-Appellant,

v

No. 184758
LC No. 93-011399-NZ

INTERLOCHEN CENTER FOR THE ARTS,

Defendant-Appellee.

MARGARET KNIGHT,

Plaintiff-Appellant,

v

No. 184759
LC No. 93-011400-NZ

INTERLOCHEN CENTER FOR THE ARTS,

Defendant-Appellee.

Before: Doctoroff, C.J., and Wahls and Smolenski, JJ.

PER CURIAM.

This lawsuit was brought by plaintiffs Kenneth Driver, Richard Gray, Paul Bristol, Larry Marcum, and Margaret Knight, alleging that defendant, Interlochen Center for the Arts, breached an employment contract by terminating their employment. The trial court granted defendant's motion for summary disposition, finding no genuine issue of material fact. The trial court found that plaintiffs' positions of employment, along with eight others, were legitimately eliminated in 1991 in response to drastic cuts in defendant's funding from the state. The trial court found that plaintiffs were at-will employees and could lawfully be terminated at any time. Plaintiffs appeal as of right. We affirm.

Plaintiffs challenge the grant of defendant's motion for summary disposition pursuant to MCR 2.116(C)(10). Such a motion may be granted when, after reviewing the entire record, including pleadings, affidavits, depositions, admissions and any other documentary evidence in a light most favorable to the nonmovant, the trial court determines that there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. *Barnell v Taubman Co, Inc*, 203 Mich

App 110, 115; 512 NW2d 13 (1995). We review de novo a trial court's grant of summary disposition. *Cipri v Bellingham Foods, Inc*, 213 Mich App 32, 41; 539 NW2d 526 (1995).

In Michigan, employment contracts are presumptively terminable at the will of either party. *Rood v General Dynamics Corp*, 444 Mich 107, 116; 507 NW2d 591 (1993); *Toussaint v Blue Cross & Blue Shield of Michigan*, 408 Mich 579, 596; 292 NW2d 880 (1980). This presumption may be overcome either by express contract or by certain circumstances which create a legitimate expectation regarding the terms of employment upon which the employee may reasonably rely. *Toussaint*, *supra*. Plaintiffs contend that, based on defendant's oral representations and a 1968 employee handbook, they had a legitimate expectation that they would be terminated only for just cause. We disagree.

Although plaintiffs rely on language in a 1968 employment handbook, each plaintiff admitted that they never received a copy of the handbook during their employment. Plaintiffs testified that they were told that an employee handbook existed, yet they admitted that they were never made aware of the specific provisions contained therein. Because they had no knowledge of the handbook language, plaintiffs cannot assert that their understanding of the policies contained in the handbook gave rise to an expectation of just-cause employment. *Prysak v R L Polk Co*, 193 Mich App 1, 7; 483 NW2d 629 (1992).

Oral statements of job security made by an employer can also create legitimate expectations in an employee's mind that he will be discharged only for just cause. *Toussaint, supra*, at 598-599; *Lytle v Malady*, 209 Mich App 179, 197; 530 NW2d 135 (1995). However, oral statements of job security must be clear and unequivocal in order to permit an inference of just cause employment. *Rood, supra* at 119; *Rowe v Montgomery Ward & Co*, 437 Mich 627, 645; 473 NW2d 268 (1991). In this case, plaintiffs allege that they were told that Interlochen was a wonderful place to work, that employees were treated like family, that defendant desired long-term employees, and that plaintiffs would have a job at Interlochen as long as plaintiffs left the students alone and did not drink or do drugs. These comments made to plaintiffs, including the "as long as" statements, were insufficient to overcome the presumption that plaintiffs' employment was terminable at will. *Rowe*, *supra* at 644, 653. An employee's expectation of just-cause employment must be both subjectively and objectively legitimate. *Rowe v Michigan Health Care Corp*, 212 Mich App 503, 506; 538 NW2d 20 (1995). It would be unreasonable for an employee to believe that his employment would be secure merely by refraining from drinking, drugs, stealing and bothering the students.

We agree with the trial court that a reasonable juror could not find that the employee handbook or any of defendant's oral statements evidenced a clear intention to create a contract to terminate plaintiffs only for cause. We further agree that defendant retained the right to discharge plaintiffs for any reason or for no reason at all. *Rood, supra*, at 116. Because there was no genuine issue of material fact regarding the propriety of plaintiff's termination, the circuit judge properly granted defendant's motion for summary disposition.

Affirmed.

/s/ Martin M. Doctoroff
/s/ Myron H. Wahls
/s/ Michael R. Smolenski