

THE WEST VIRGINIA PUBLIC EMPLOYEES GRIEVANCE BOARD

**PAMELA ALDERMAN,
Grievant,**

v.

Docket No. 2025-0614-SWVCTC

**SOUTHERN WEST VIRGINIA COMMUNITY
AND TECHNICAL COLLEGE,
Respondent.**

FINAL DECISION

Grievant, Pamela Alderman, was employed by Respondent, Southern West Virginia Community and Technical College, as its President. On April 23, 2025, Grievant filed this grievance against Respondent protesting her placement on administrative leave and the non-renewal of her contract.

On May 19, 2025, Respondent, by counsel, filed a motion to dismiss at level one. On June 16, 2025, Grievant appealed to level three. On June 25, 2025, Respondent, by counsel, by email, filed the prior May 19, 2025, motion to dismiss with the Grievance Board. By email on June 30, 2025, Respondent agreed for the grievance to proceed at level three to hear the motion to dismiss. A hearing on the motion to dismiss was held on July 29, 2025, and an order granting the motion, in part, and denying the motion, in part, was issued on October 9, 2025. The order found that Respondent failed to prove Grievant's claim protesting the non-renewal of her contract must be dismissed. The order further bifurcated the level three proceedings to first determine whether Grievant had a property interest in her employment and ordered the parties to provide agreed dates to schedule a hearing on the same. By email on October 23, 2025, the parties jointly requested to stipulate facts and submit briefs in lieu of a hearing, which request was granted on November 4, 2025.

Grievant is represented by counsel, Stephen P. New, Stephen New & Associates. Respondent is represented by counsel, Samuel R. Spatafore, Assistant Attorney General. This matter became mature for decision on December 17, 2025, upon final receipt of the parties' written Proposed Findings of Fact and Conclusions of Law.

Synopsis

Grievant was employed by Respondent, Southern West Virginia Community and Technical College, as its President. Grievant protests the non-renewal of her contract. Grievant failed to prove she had a property interest in her employment that would entitle her to procedural due process or the renewal of her contract. Accordingly, the grievance is denied.

The following Findings of Fact are based upon a complete and thorough review of the record created in this grievance:

Findings of Fact

1. Grievant was employed by Respondent, Southern West Virginia Community and Technical College, as its President.
2. Grievant was employed under a contract starting July 1, 2022, and ending June 30, 2025.
3. Grievant was employed at the will and pleasure of Respondent's Board of Governors ("the Board").
4. On April 7, 2025, the West Virginia Council for Community and Technical College Education ("the Council"), exercised its authority under West Virginia Code § 18B-2B-6(e) to withdraw the Board's powers and duties relating to the employment and oversight of the President. The Council placed Grievant on immediate paid administrative

leave through the end of her employment contract and resolved that Grievant's contract would not be renewed.

5. Grievant was paid her full salary through the end of her contract.

Discussion

“Where an employee seeks to establish a permanent employment contract or other substantial employment right, either through an express promise by the employer or by implication from the employer's personnel manual, policies or custom and practices, such claim must be established by clear and convincing evidence.’ *Whitaker v. Bd. of Directors/West Liberty State College*, Docket No. 99-BOD-231 (Jan. 11, 2000), *citing Adkins v. Inco Alloys Int'l Inc.*, 187 W.Va. 219, 417 S.E.2d 910 (1992). *See also Jerrell v. New River Community and Technical College*, Docket No. 2008-1826-NRCTC (Oct. 7, 2009), *aff'd*, West Virginia Supreme Court of Appeals No. 101403 (Sept. 23, 2011) (memorandum decision).” *Evans v. West Virginia University*, Docket No. 2019-1196-WVU (Mar. 3, 2020).

Although the parties jointly requested to proceed without hearing and on stipulated facts, Grievant did not include stipulated findings of fact in her brief and included discussion of facts that were not included in the stipulated findings of fact listed in Respondent's brief. Respondent, in its brief, asserted that the agreed stipulated facts were those found by the undersigned in the October 9, 2025, order. Grievant did not file any objection to Respondent's statement that the findings of fact included in its brief were the stipulated findings of fact agreed to by the parties.

Grievant asserts she has a property interest in her employment due to her alleged exceptional performance during her contract and “absence of any indication that her

employment was in jeopardy.” Respondent asserts Grievant had no “legitimate claim of entitlement” to continued employment past the terms of her contract and that Grievant’s expectation was unilateral and subjective, which did not give rise to a protected property interest.

Grievant asserts she was first appointed President on May 11, 2020, and was reappointed under the instant three-year contract. Grievant asserts she received exceptional annual evaluations, had never faced disciplinary action, and credits herself with several institutional achievements. She asserts these achievements coupled with the absence of any indication that her employment was in jeopardy gave rise to a reasonable expectation on her part that “any decision regarding her continued employment would be made through orderly, nonarbitrary processes.” Grievant essentially argues that she was entitled to procedural due process in the decision not to renew her contract.

“The Due Process Clause, Article III, Section 10 of the West Virginia Constitution, requires procedural safeguards against State action which affects a liberty or property interest.” Syl. Pt. 1, *Waite v. Civil Serv. Comm’n*, 161 W. Va. 154, 241 S.E.2d 164 (1977), *overruled in part on other grounds by W. Va. Dep’t of Educ. v. McGraw*, 239 W. Va. 192, 201, 800 S.E.2d 230, 239 (2017). Grievant’s contract specified that her employment was at will. “[A]s a general rule, West Virginia law provides that the doctrine of employment-at-will allows an employer to discharge an employee for good reason, no reason, or bad reason without incurring liability unless the firing is otherwise illegal under state or federal law.” *Roach v. Reg’l Jail Auth.*, 198 W. Va. 694, 699, 482 S.E.2d 679, 684 (1996) (citing *Williams v. Precision Coil, Inc.*, 194 W. Va. 52, 63, 459 S.E.2d 329, 340 (1995)).

Respondent was not required to notify Grievant that it was dissatisfied with her performance. Grievant was only entitled to procedural due process in the renewal of her contract if she had a property interest in her employment.

“[F]or a protected ‘property interest’ to arise, there must be rules, understandings, or relationships between the employee and the institution which give rise to a legitimate claim of entitlement. *W. Va. Univ. v. Sauvageot*, 185 W. Va. 534, 537, 408 S.E.2d 286, 289 (1991) (citing *State ex rel. McLendon v. Morton*, 162 W. Va. 431, 249 S.E.2d 919 (1978)). “A ‘property interest’ includes not only the traditional notions of real and personal property, but also extends to those benefits to which an individual may be deemed to have a legitimate claim of entitlement under existing rules or understandings. Syl. Pt. 3, *Waite v. Civil Serv. Comm’n*, 161 W. Va. 154, 156, 241 S.E.2d 164, 166 (1977). “[U]nilateral, subjective expectations on the part of an employee developed apart from any action, undertaking, or position of the employer are not sufficient to give rise to a protected property interest. There must be some undertaking by the employer which gives rise to an objective expectation on the part of the employee.” *W. Va. Univ. v. Sauvageot*, 185 W. Va. 534, 537, 408 S.E.2d 286, 289 (1991) (citing *Orr v. Crowder*, 173 W. Va. 335, 315 S.E.2d 593 (1983))

In *Sauvageot*, the Court found that the grievant had a reasonable objective expectation that her employment would continue because of the university’s “long-term and repeated practice of reappointing [the grievant] as her annual contracts expired” even when grant funding for the position had been terminated in the past. 185 W. Va. at 408 S.E.2d at 290. The Court found that her expectation was not subjective or unilateral because of the long-term pattern of reemployment and the university’s written

policy to “accomplish program reduction without loss of employment.” *Id.* In *McClendon*, the property right also arose through policy adopted by the state and college boards. 162 W. Va. at 442-43, 249 S.E.2d at 924-25. Grievant also cites *Perry v. Sindermann*, 408 U.S. 593, 92 S. Ct. 2694 (1972) and *Trimble v. W. Va. Bd. of Dirs.*, 209 W. Va. 420, 549 S.E.2d 294 (2001) in support. The *Perry* Court found a property right because of the college’s *de facto* tenure policy based on the faculty handbook and state board guidelines. 408 U.S. at 600, 92 S. Ct. at 2699. In *Trimble*, the employee had a property right because he was a tenured professor. 209 W. Va. At 428, 549 S.E.2d at 302.

In contrast, this was Grievant’s first full three-year contract term, her contract specified that her employment was at will, and Grievant does not allege any written or unwritten policy of the college or a controlling state body that would give her a reasonable expectation of continued employment. Grievant asserts a property right in her employment for her alleged exceptional performance. As Grievant chose to proceed without hearing and failed to include her alleged exceptional performance as part of the stipulated facts, Grievant failed to prove the same. Regardless, even if Grievant had proved her performance was exceptional, Grievant cites no authority that would confer a property right simply for performance. Grievant’s alleged good performance was simply fulfilling the terms of her contract to lead the college. There was no undertaking on the part of the college assuring that Grievant’s contract would be renewed if she performed well. In fact, the college precluded the same by stating that the employment would be at will. Grievant failed to prove she had a property interest in her continued employment.

The following Conclusions of Law support the decision reached.

Conclusions of Law

1. “Where an employee seeks to establish a permanent employment contract or other substantial employment right, either through an express promise by the employer or by implication from the employer's personnel manual, policies or custom and practices, such claim must be established by clear and convincing evidence.’ *Whitaker v. Bd. of Directors/West Liberty State College*, Docket No. 99-BOD-231 (Jan. 11, 2000), *citing Adkins v. Inco Alloys Int'l Inc.*, 187 W.Va. 219, 417 S.E.2d 910 (1992). *See also Jerrell v. New River Community and Technical College*, Docket No. 2008-1826-NRCTC (Oct. 7, 2009), *aff'd*, West Virginia Supreme Court of Appeals No. 101403 (Sept. 23, 2011) (memorandum decision).” *Evans v. West Virginia University*, Docket No. 2019-1196-WVU (Mar. 3, 2020).

2. “The Due Process Clause, Article III, Section 10 of the West Virginia Constitution, requires procedural safeguards against State action which affects a liberty or property interest.” Syl. Pt. 1, *Waite v. Civil Serv. Comm'n*, 161 W. Va. 154, 241 S.E.2d 164 (1977), *overruled in part on other grounds by W. Va. Dep't of Educ. v. McGraw*, 239 W. Va. 192, 201, 800 S.E.2d 230, 239 (2017).

3. “[A]s a general rule, West Virginia law provides that the doctrine of employment-at-will allows an employer to discharge an employee for good reason, no reason, or bad reason without incurring liability unless the firing is otherwise illegal under state or federal law.” *Roach v. Reg'l Jail Auth.*, 198 W. Va. 694, 699, 482 S.E.2d 679, 684 (1996) (citing *Williams v. Precision Coil, Inc.*, 194 W. Va. 52, 63, 459 S.E.2d 329, 340 (1995)).

4. “[F]or a protected ‘property interest’ to arise, there must be rules, understandings, or relationships between the employee and the institution which give rise

to a legitimate claim of entitlement. *W. Va. Univ. v. Sauvageot*, 185 W. Va. 534, 537, 408 S.E.2d 286, 289 (1991) (citing *State ex rel. McLendon v. Morton*, 162 W. Va. 431, 249 S.E.2d 919 (1978)).

5. “A ‘property interest’ includes not only the traditional notions of real and personal property, but also extends to those benefits to which an individual may be deemed to have a legitimate claim of entitlement under existing rules or understandings. Syl. Pt. 3, *Waite v. Civil Serv. Comm’n*, 161 W. Va. 154, 156, 241 S.E.2d 164, 166 (1977).

6. “[U]nilateral, subjective expectations on the part of an employee developed apart from any action, undertaking, or position of the employer are not sufficient to give rise to a protected property interest. There must be some undertaking by the employer which gives rise to an objective expectation on the part of the employee.” *W. Va. Univ. v. Sauvageot*, 185 W. Va. 534, 537, 408 S.E.2d 286, 289 (1991) (citing *Orr v. Crowder*, 173 W. Va. 335, 315 S.E.2d 593 (1983)).

7. Grievant failed to prove she had a property interest in her continued employment.

8. Grievant failed to prove she was entitled to procedural due process or the renewal of her contract.

Accordingly, the grievance is **DENIED**.

“The decision of the administrative law judge is final upon the parties and is enforceable in the circuit court situated in the judicial district in which the grievant is employed.” W. VA. CODE § 6C-2-5(a) (2024). “An appeal of the decision of the administrative law judge shall be to the Intermediate Court of Appeals in accordance with

§51-11-4(b)(4) of this code and the Rules of Appellate Procedure.” W. VA. CODE § 6C-2-5(b). Neither the West Virginia Public Employees Grievance Board nor any of its Administrative Law Judges is a party to such an appeal and should not be named as a party to the appeal. However, the appealing party must serve a copy of the petition upon the Grievance Board by registered or certified mail. W. VA. CODE § 29A-5-4(b) (2024).

DATE: February 6, 2026

Billie Thacker Catlett
Chief Administrative Law Judge