THE WEST VIRGINIA PUBLIC EMPLOYEES
GRIEVANCE BOARD

PAULA HINKLE-BROWN,
Grievant,

v. **DOCKET NO. 2017-2223-MinED**

MINGO COUNTY BOARD OF EDUCATION,
Respondent.

DECISION

This grievance was filed by Grievant, Paula Hinkle-Brown, on May 23, 2017, against her employer, the Mingo County Board of Education. The statement of grievance as amended reads:

> Grievant not renewed as Asst. Superintendent on 5/16/2017. She had a contractual right to be notified of change in job status per 18-A-2-7; Grievant has a statutory right under 18A-2-7 to be notified in writing of a change in job status by 4/1/17, yet did not receive the same. Grievant has a right under 18-5-35, under 18A-4-7A and under Respondent Policy 1540 to bump leas[t] senior principal or teacher w/in certification.[1] Additionally, Grievant was removed as [Assistant] Superintendent as part of a plan for Respondent to replace her with a spouse of a board member, in violation of the West Virginia Anti-Nepotism Policy as constured [sic] by the State Ethics Commission[2] and Respondent's own Anti-Nepotism Policy 1530. Additionally, failing to renew Grievant's contract on the basis of nepotism is arbitrary and capricious.

---

[1] Grievant did not pursue the argument that she had somehow acquired a right to bump less senior personnel. These rights do not apply to an Assistant Superintendent, and the argument is deemed abandoned and will not be further addressed.

[2] No evidence or argument was presented on this point, and the argument is deemed abandoned.

As relief Grievant sought, "[r]einstatement to Assistant Superintendent, or in the alternative to be transferred to the position of building principal of the least senior individual holding such position or to the position of teacher w/in her certification; back pay and interest."

A level three hearing was held before Administrative Law Judge William B. McGinley on October 30, 2017, at the Grievance Board's Charleston office. Grievant was represented by Andrew J. Katz, Esquire, The Katz Working Families' Law Firm, and Respondent was represented by Denise M. Spatafore, Esquire, Dinsmore & Shohl, LLP. This matter became mature for decision on December 4, 2017, on receipt of the last of the parties' Proposed Findings of Fact and Conclusions of Law.[3] This matter was subsequently reassigned to the undersigned Administrative Law Judge for administrative reasons.

Synopsis

As Assistant Superintendent, Grievant was an at-will employee, whose term, by statute, could not extend beyond that of the Superintendent with whom she served, or beyond four years. The Superintendent with whom she served retired in August 2016, and

[3] The Grievance Board had no record of any written proposals filed by Mr. Katz by the deadline established at the level three hearing. Mr. Katz was contacted by Grievance Board staff on January 19, 2018, to inquire as to whether he had submitted any written proposals. Ms. Spatafore objected to Mr. Katz being allowed to file such proposals at this late date. Mr. Katz responded with an email within 24 minutes indicating that he had timely filed written proposals, and the same were attached. The email shows that Mr. Katz sent an email to the Grievance Board email account on December 1, 2017, at 5:12:42 PM, which Mr. Katz stated had the written proposals attached; however, Ms. Spatafore had not been copied on the December 1, 2017 email to the Grievance Board account and there is no certificate of service attached. The Grievance Board has not been able to locate this email or the attachment. The undersigned nonetheless accepts Mr. Katz's statements as true, and the written proposals will be considered by the undersigned. Mr. Katz is reminded Respondent's counsel is to be copied on all communications with the Grievance Board.

an Interim Superintendent was hired by Respondent. The Interim Superintendent was asked by the Board to keep Grievant on as Assistant Superintendent until June 30, 2017, and he agreed to do so. The Interim Superintendent was then chosen to be the Superintendent effective July 1, 2017, in February 2017. In March 2017, he made the decision to recommend to Respondent that Grievant's contract as Assistant Superintendent not be renewed, and he told Grievant of his decision. Grievant was notified in writing of this recommendation in late April 2017, and Respondent accepted this recommendation in May 2017. Grievant's contract states she is to receive notice of non-renewal of her contract pursuant to WEST VIRGINA CODE §18A-2-7, which relates to transfers. Grievant was not transferred, nor did Respondent approve this notice provision in her contract. Grievant did not acquire the right to notice by April 1. Grievant further asserted that a "scheme" was in place to force her out so that the successful applicant for the Assistant Superintendent position, who is the husband of a Board member at the time, could be placed in the position, in violation of a substantial public policy, and that his selection for the position violated Respondent's Nepotism Policy. Grievant did not prove that any such "scheme" existed, or that Respondent's interpretation of its Nepotism Policy was without foundation.

The following Findings of Fact are properly made from the record developed at level three.

Findings of Fact

1. Grievant was employed by the Mingo County Board of Education ("MBOE") as an Assistant Superintendent beginning July 1, 2014. The MBOE Superintendent at the

time Grievant became Assistant Superintendent was Dr. Robert Bobbera, and he became employed in this position on July 1, 2014.

2. Dr. Bobbera was hired by the West Virginia Board of Education ("State Board of Education") as Superintendent, after the State Board of Education had voted to take control of Mingo County Schools, and was to remain in the position until June 30, 2017. Dr. Bobbera retired from the MBOE Superintendent position in August 2016.

3. The State Board of Education returned control of Mingo County Schools to MBOE in December 2014, after Dr. Bobbera was hired.

4. Donald Spence was selected by MBOE to be Interim Superintendent after Dr. Bobbera's retirement, through June 30, 2017. Mr. Spence was selected by MBOE to be Superintendent in February 2017, effective July 1, 2017, for a period of four years.

5. When MBOE was considering selecting Mr. Spence to be the Interim Superintendent, he was asked by the MBOE members if he would keep Grievant on as Assistant Superintendent while he was serving as the Interim Superintendent, through June 30, 2017, and he agreed to do so.

6. Sometime in March 2017, Interim Superintendent Spence decided he was not going to recommend to MBOE that Grievant's contract be renewed. He advised Grievant verbally on March 23, 2017, that he was not going to recommend that her contract be renewed. Mr. Spence's decision was based on his view that Grievant sees things as black and white, while he sees things as gray and tries to find a way to resolve problems, and he felt a change was needed. He also felt that he needed someone in the position with better personal skills than Grievant, and someone who would work with him.

7. Grievant was notified in writing by Interim Superintendent Spence that he would not be recommending that her contract be renewed, by letter dated April 28, 2017, sent to her by certified mail. The letter states that Interim Superintendent Spence was seeking to hire someone through the posting and selection process "whose philosophy is closer to mine as it relates to moving our school system forward." The letter further notified Grievant that he would make the recommendation at the MBOE meeting on May 16, 2017, and that she was "welcome to attend the meeting and address the Board prior to their vote."

8. Grievant appeared at the May 16, 2017 MBOE meeting and addressed the Board in person and by counsel. MBOE then voted not to offer Grievant a new contract as Assistant Superintendent after June 30, 2017.

9. Grievant signed a contract of employment dated July 1, 2014, with MBOE to serve as Assistant Superintendent, "for an annual employment term of 261 days commencing on July 1, 2014, and [this contract] is an annual self-renewing contract unless the Board provides notice of non-renewal pursuant to the West Virginia [C]ode 18A-2-7." The contract further states that it is not a continuing contract of employment, but Grievant "shall not be removed from the position without shown reasons pursuant to the West Virginia Code 18A-2-7," and that the "contract may be terminated by the Board at any time for just cause pursuant to the West Virginia Code 18A-2-8." This contract is an MBOE form contract used for employees who are not Assistant Superintendents. Neither MBOE nor the State Board of Education took any action to approve the use of this contract for Grievant or the provisions of the contract which purport to make WEST VIRGINIA CODE §§ 18A-2-7 or 18A-2-8 applicable to the termination of the contract.

10. Interim Superintendent Spence had not decided who he would recommend as Assistant Superintendent beginning July 1, 2017, at the time he told Grievant he would be recommending to MBOE that her contract be renewed. In fact, the Assistant Superintendent position was posted after he told Grievant he would not be recommending that her contract be renewed, and Interim Superintendent Spence interviewed three applicants, Johnny Branch, Doug Ward, and Sabrina Runyon.

11. Interim Superintendent Spence recommended to MBOE that Mr. Branch be awarded the Assistant Superintendent position, and his recommendation was approved. Interim Superintendent Spence was looking to fill the position with the person he thought would do the best job, and someone with personal skills. He also felt that curriculum issues were of paramount concern in this position, as the person who had been in charge of curriculum had retired. Interim Superintendent Spence believed Mr. Branch had a strong foundation in curriculum, and Mr. Branch had elaborated in the interview on a number of innovative projects and on curriculum in general.

12. Mr. Branch is the husband of Jackie Branch. Mrs. Branch was a member of MBOE in the spring of 2017, but resigned from MBOE, effective June 30, 2017, when her husband was approved by MBOE to be Assistant Superintendent.

13. MBOE Policy 1520, entitled "Employment of Administrative Staff," states, in pertinent part, that "[t]he only administrative position for which the board may employ the spouse of the Superintendent or a Board member is as a principal."

14. As of the level three hearing, Grievant had bid into a principal position at Dingess Elementary School in Mingo County.

Discussion

As this grievance does not involve a disciplinary matter, Grievant has the burden of proving her grievance by a preponderance of the evidence. Procedural Rules of the Public Employees Grievance Bd. 156 C.S.R. 1 § 3 (2008); *Howell v. W. Va. Dep't of Health & Human Res.*, Docket No. 89-DHS-72 (Nov. 29, 1990). *See also Holly v. Logan County Bd. of Educ.*, Docket No. 96-23-174 (Apr. 30, 1997); *Hanshaw v. McDowell County Bd. of Educ.*, Docket No. 33-88-130 (Aug. 19, 1988). "The preponderance standard generally requires proof that a reasonable person would accept as sufficient that a contested fact is more likely true than not." *Leichliter v. W. Va. Dep't of Health & Human Res.*, Docket No. 92-HHR-486 (May 17, 1993).

The term of a county Assistant Superintendent is governed by W. VA. CODE §18-5-32, which provides, in pertinent part:

> The county board of education, upon the recommendation of the county superintendent, may employ an assistant whose term of employment *shall be not less than one nor more than four years*: Provided, that his or her term shall not extend beyond that of the incumbent county superintendent.

(Emphasis added.) The governing statutes also make clear that an Assistant Superintendent is an at-will employee. W. VA. CODE § 18A-2-1 provides, in pertinent part, that:

> Professional personnel employed as deputy, associate or assistant superintendents by the board in offices, departments or divisions at locations other than a school and who are directly answerable to the superintendent shall serve at the will and pleasure of the superintendent and may be removed by the superintendent upon approval of the board. Such professional personnel shall retain seniority rights only in the area or areas in which they hold valid certification or licensure.

"Reading the above statues *in pari materia*, it is clear that an assistant or associate superintendent serves at the will and pleasure of the superintendent, and any claim by Grievant that [the Superintendent] did not have the authority to recommend her contract not be renewed is meritless. Additionally, it is clear that an assistant or associate's contract, whether for one or four years, may in no case exceed that of the incumbent superintendent's." *Freeman v. Fayette County Bd. of Educ.,* Docket No. 02-10-217 (Oct. 2, 2002), *rev'd on other grounds, per curiam,* 215 W. Va. 272, 599 S.E.2d 695 (2004).

As an at-will employee, Grievant's employment could be terminated for good reason, no reason, or bad reason, provided that she was not terminated for a reason that violates a substantial public policy. *Williams v. Brown,* 190 W. Va. 202, 437 S.E.2d 775 (1993). *See Williams v. Precision Coil, Inc.*, 194 W. Va. 52, 459 S.E.2d 329 (1995); *Harless v. First Nat'l Bank*, 162 W. Va. 116, 246 S.E.2d 270 (1978)." In this regard, our Supreme Court of Appeals has declared:

> The rule that an employer has an absolute right to discharge an at will employee must be tempered by the principle that where the employer's motivation for the discharge is to contravene some substantial public policy principle, then the employer may be liable to the employee for damages occasioned by this discharge.

Syllabus, *Harless v. First Nat'l Bank,* 169 W. Va. 673, 246 S.E.2d 270 (1978).

Grievant acknowledged that she was an at-will employee, but argued a substantial public policy had been contravened, in that she alleged Respondent violated its Nepotism Policy by hiring an individual who was the spouse of a Board member, and that her contract was not renewed "as part of a scheme to replace her with Mr. Johnny Branch." Grievant further argued that the language of the contract she signed in 2014 altered her

status, and MBOE was required to follow the notice provisions of WEST VIRGINIA CODE § 18A-2-7. Respondent denied Grievant's allegations of any scheme to place Mr. Branch in the position, pointed out that Mrs. Branch was no longer a Board member when Mr. Branch began his employment in the position, and that Grievant's contract terms were never approved by the Board, and moreover, WEST VIRGINIA CODE § 18A-2-7 applies to transfers, and Grievant was not transferred.

First, Grievant's employment was not terminated, rather, MBOE chose not to renew her contract as an Assistant Superintendent for the next school year. Or, as MBOE put it in the Motion voted on by the Board members, they voted not to offer her a new contract. Grievant continues to be an employee of MBOE.

Assuming however, that Grievant's allegations if proven would constitute a violation of a substantial public policy, Grievant did not prove her allegations. First, the only evidence Grievant presented in support of the allegation of any "scheme" to place Mr. Branch in the position, was the testimony from one Board member, June Glover, about conversations among three female Board members, including Jackie Branch, during a car trip to Charleston. Grievant presented as a proposed Finding of Fact that "Ms. Branch made clear that she wanted her husband to get a promotion to the central office." Grievant also stated that Ms. Glover testified that "the understanding was that Johnny Branch would get the Assistant Superintendent position after Ms. Hinkle-Brown was forced out." While Ms. Glover did state that Mrs. Branch wanted her husband to get the promotion if the position was available, one would certainly expect Mrs. Branch to be supportive of her husband in this regard. However, there was absolutely no testimony that Mrs. Branch tried

to force her husband on any Board member, or that the entire Board was supportive of any such "scheme."

The undersigned found nothing other than Grievant's speculation to support a finding that "the understanding was that Johnny Branch would get the Assistant Superintendent position." Ms. Glover stated that Superintendent Spence had the right to select who he wanted to be his Assistant Superintendent, "everyone" wondered who his choice would be, and it was common knowledge/speculation in the county that Grievant would not be his choice.

The third Board member who was along on the aforementioned car trip, Sabrina Grace, stated emphatically that although there was some discussion that Mrs. Branch would have to resign if her husband were Assistant Superintendent, there was no speculation at any time that she was aware of that Mr. Branch would be the new Assistant Superintendent, and she was never part of any conversation that he would get the job.

Superintendent Spence further testified that he had not decided until sometime in March that he was not intending for Grievant to continue in the position, and he articulated valid reasons for this decision. He also articulated valid reasons for his choice of Mr. Branch after the position was posted and he had conducted interviews. Grievant presented no evidence to contradict Superintendent Spence's testimony, although she asserted that his testimony on these issues was contradictory. The undersigned disagrees. Grievant did not prove that there was any such so called "scheme," other than in her imagination.

As to the allegations of a violation of the Nepotism Policy, MBOE, not Grievant, has the authority to interpret its own policies. An agency's interpretation of the provisions of

its own internal policy is entitled to deference by this Grievance Board, unless the interpretation is contrary to the plain meaning of the language, or is inherently unreasonable. *See Dyer v. Lincoln County Bd. of Educ.*, Docket No. 95-22-494 (June 28, 1996). The Supreme Court of Appeals of West Virginia has held that "[w]hile long-standing interpretation of its own rules by an administrative body [or municipal agency] is ordinarily afforded much weight, such interpretation is impermissible where the language is clear and unambiguous. Syl. Pt. 3, *Crockett v. Andrews*, 153 W. Va. 714, 172 S.E.2d 384 (1970)." Syl. Pt. 2, *Habursky v. Recht*, 180 W. Va. 128, 375 S.E.2d 760 (1988). MBOE accepted the Superintendent's recommendation to hire Mr. Branch as Assistant Superintendent effective July 1, 2017, and Mrs. Branch then resigned as a Board member effective June 30, 2017. The Policy says only that MBOE may not "employ" the spouse of a Board member. At no time was Mrs. Branch serving as a Board member while Mr. Branch was employed as Assistant Superintendent. MBOE believed this was sufficient to meet the requirements of the Nepotism Policy. The undersigned cannot conclude that the language of the Nepotism Policy in this regard is clear and unambiguous, or that this interpretation is inconsistent with the policy or clearly wrong. Grievant did not demonstrate that the decision not to continue Grievant's employment as Assistant Superintendent contravened a substantial public policy.

The final issue is whether Grievant's contract signed in 2014 could and did effectively alter her at-will employment or the statutory provision that she serve only so long as the Superintendent. First, Respondent argued the contract was unenforceable, as Grievant presented no evidence that MBOE approved the provisions of the contract which purport to alter MBOE's legal obligations, citing *Goins and Swepston v. Raleigh County*

Board of Education, Docket No. 06-41-453 (March 23, 2007). That decision stated that "a county board of education is not bound by an employee's unauthorized conduct. *See Samples v. Raleigh County Bd. of Educ.*, Docket No. 98-41-391 (Jan. 13, 1999), and that where there was no evidence that the procedure relied on by the grievants in that case "was established by Board action, it is not a contractual entitlement, and Respondent is not bound to continue to follow this unauthorized method. . . .unless it is shown that a county board of education made a knowing decision to establish *an enhanced entitlement*, school employees may no[t] claim the perpetuation of an unapproved method of calculation under the flag of the non-relegation clause." (Emphasis added.) While the facts here are different from those in *Goins and Swepston* the legal principle is applicable. Grievant knew she was an at-will employee whose term could not exceed that of the Superintendent with whom she served. Grievant's contract was presented to her by an employee of MBOE who had no authority to offer Grievant enhanced contract terms not approved by MBOE or the State Board of Education.

Respondent further pointed out that the WEST VIRGINA CODE §18A-2-7 notice provisions apply to transfers, and Grievant was not transferred. That statute provides states, in pertinent part:

> However, an employee shall be notified in writing by the superintendent on or before April 1 if he or she is being considered for transfer or to be transferred. Only those employees whose consideration for transfer or intended transfer is based upon known or expected circumstances which will require the transfer of employees shall be considered for transfer or intended for transfer and the notification shall be limited to only those employees. Any teacher or employee who desires to protest the proposed transfer may request in writing a statement of reasons for the proposed transfer. The statement of reasons shall be delivered to the teacher or employee within ten days of the receipt of the request. Within ten days of the receipt of the statement of the reasons, the teacher or employee may make written

> demand upon the superintendent for a hearing on the proposed transfer before the county board. The hearing on the proposed transfer shall be held on or before May 1. At the hearing, the reasons for the proposed transfer must be shown.

The contract states that Grievant is to be provided WEST VIRGINA CODE §18A-2-7 notice, and that she "shall not be removed from the position without shown reasons pursuant to the West Virginia Code 18A-2-7." The notice and "shown reasons" set forth in this CODE § clearly are required for a proposed transfer and "a statement of reasons for the proposed transfer." Grievant was not being transferred, and no statement of reasons for the transfer could be provided, yet Grievant somehow believes that the statutory language regarding notice by April 1 can be lifted from the statute and applied alone to her situation. This CODE § is not applicable to Grievant's situation, regardless of the language of the contract. As Respondent's witness, Richard Duncan, former MBOE Director of Human Resources, testified, it is quite clear that the previous Human Resources Director simply used the wrong contract, and one would think that Grievant would have realized this when she signed the contract. It is interesting in this regard that while Grievant was asserting this contract gave her the right to statutory notice that she would not otherwise have, she did not argue that this language or that the language of the contract that the "contract may be terminated by the Board at any time for just cause pursuant to the West Virginia Code 18A-2-8" altered her at-will status.

In summary, Grievant was an at-will employee whose employment could be terminated at any time without cause, whose term of service was limited to the term of service Superintendent Bobberra, and she could not acquire enhanced terms of employment without official action by MBOE, which did not occur. The notice provisions

of WEST VIRGINA CODE §18A-2-7 apply to transfer situations. Grievant was not placed on transfer, and was not entitled to written notice by April 1. Grievant is not entitled to retain her position as Assistant Superintendent, or to back pay as though she had remained in that position past June 30, 2017.

Finally, although neither party noted it, the undersigned would point out that Grievant has already received the relief requested. Grievant requested as relief that she be allowed to remain in the position of Assistant Superintendent, "or in the alternative to be transferred to the position of building principal of the least senior individual holding such position or to the position of teacher w/in her certification." While Grievant was not transferred into another position, as of the level three hearing, she had bid into a building principal position.

The following Conclusions of Law support the Decision reached.

Conclusions of Law

1. As this grievance does not involve a disciplinary matter, Grievant has the burden of proving her grievance by a preponderance of the evidence. Procedural Rules of the Public Employees Grievance Bd. 156 C.S.R. 1 § 3 (2008); *Howell v. W. Va. Dep't of Health & Human Res*., Docket No. 89-DHS-72 (Nov. 29, 1990). *See also Holly v. Logan County Bd. of Educ*., Docket No. 96-23-174 (Apr. 30, 1997); *Hanshaw v. McDowell County Bd. of Educ*., Docket No. 33-88-130 (Aug. 19, 1988). "The preponderance standard generally requires proof that a reasonable person would accept as sufficient that a contested fact is more likely true than not." *Leichliter v. W. Va. Dep't of Health & Human Res.*, Docket No. 92-HHR-486 (May 17, 1993).

2. An assistant superintendent serves "at the will and pleasure of the superintendent and may be removed by the superintendent upon approval by the board of education." W. VA. CODE § 18A-2-1.

3. "The term of an assistant county superintendent of schools cannot extend beyond that of the incumbent superintendent. W. VA. CODE § 18-5-32." *Freeman v. Fayette County Bd. of Educ.,* Docket No. 02-10-217 (Oct. 2, 2002), *rev'd on other grounds, per curiam,* 215 W. Va. 272, 599 S.E.2d 695 (2004).

4. As an at-will employee, Grievant can be terminated for good reason, no reason, or bad reason, provided that she is not terminated for a reason that violates a substantial public policy. *Williams v. Brown,* 190 W. Va. 202, 437 S.E.2d 775 (1993). See Williams v. Precision Coil, Inc., 194 W. Va. 52, 459 S.E.2d 329 (1995); *Harless v. First Nat'l Bank*, 162 W. Va. 116, 246 S.E.2d 270 (1978)." In this regard, our Supreme Court of Appeals has declared:

> The rule that an employer has an absolute right to discharge an at will employee must be tempered by the principle that where the employer's motivation for the discharge is to contravene some substantial public policy principle, then the employer may be liable to the employee for damages occasioned by this discharge.

Syllabus, *Harless v. First Nat'l Bank,* 169 W. Va. 673, 246 S.E.2d 270 (1978).

5. Grievant's employment was not continued as Assistant Superintendent based on the decision of the new Superintendent that he wanted someone in the position who was more in tune with his own philosophy, not because of any "scheme" to place a Board member's spouse in the position.

6. An agency's interpretation of the provisions of its own internal policy is entitled to deference by this Grievance Board, unless the interpretation is contrary to the plain meaning of the language, or is inherently unreasonable. *See Dyer v. Lincoln County Bd. of Educ.*, Docket No. 95-22-494 (June 28, 1996). The Supreme Court of Appeals of West Virginia has held that "[w]hile long-standing interpretation of its own rules by an administrative body [or municipal agency] is ordinarily afforded much weight, such interpretation is impermissible where the language is clear and unambiguous. Syl. Pt. 3, *Crockett v. Andrews*, 153 W. Va. 714, 172 S.E.2d 384 (1970)." Syl. Pt. 2, *Habursky v. Recht*, 180 W. Va. 128, 375 S.E.2d 760 (1988).

7. At no time was Mrs. Branch serving as a Board member while Mr. Branch was employed as Assistant Superintendent. MBOE believed this was sufficient to meet the requirements of the Nepotism Policy. The undersigned cannot conclude that this interpretation is inconsistent with the language of the Policy or clearly wrong. Grievant did not demonstrate that the decision not to continue Grievant's employment was made in violation of a substantial public policy.

8. "[A] county board of education is not bound by an employee's unauthorized conduct. *See Samples v. Raleigh County Bd. of Educ.*, Docket No. 98-41-391 (Jan. 13, 1999). Where there is no evidence that a practice "was established by Board action, it is not a contractual entitlement, and Respondent is not bound to continue to follow this unauthorized method. . . .unless it is shown that a county board of education made a knowing decision to establish *an enhanced entitlement*, school employees may no[t] claim

the perpetuation of an unapproved method . . .." (Emphasis added.) *Goins and Swepston v. Raleigh County Bd. of Educ.*, Docket No. 06-41-453 (Mar. 23, 2007).

9. The WEST VIRGINA CODE §18A-2-7 notice provisions apply to transfers. Grievant was not transferred.

10. Grievant did not acquire a contractual right to notice by April 1 that her contract would not be renewed.

Accordingly, this grievance is **DENIED**.

Any party may appeal this Decision to the Circuit Court of Kanawha County. Any such appeal must be filed within thirty (30) days of receipt of this Decision. *See* W. VA. CODE § 6C-2-5. Neither the West Virginia Public Employees Grievance Board nor any of its Administrative Law Judges is a party to such appeal and should not be so named. However, the appealing party is required by W. VA. CODE § 29A-5-4(b) to serve a copy of the appeal petition upon the Grievance Board. The appealing party must also provide the Board with the civil action number so that the certified record can be prepared and properly transmitted to the Circuit Court of Kanawha County. *See also* 156 C.S.R. 1 § 6.20 (2008).

BRENDA L. GOULD
Deputy Chief Administrative Law Judge

Date: February 7, 2018