



**Members**  
James Paul Geary  
Orton A. Jones  
David L. White

**WEST VIRGINIA EDUCATION  
EMPLOYEES GRIEVANCE BOARD**  
ARCH A. MOORE, JR.  
Governor

**Offices**  
240 Capitol Street  
Suite 508  
Charleston, WV 25301  
Telephone 348-3361

**CHRISTINA D. WRIGHT**

**v.**

**Docket No. 40-86-328-1**

**PUTNAM COUNTY BOARD OF EDUCATION**

**DECISION**

Grievant, Christina D. Wright, has been employed by the Putnam County Board of Education as a teacher and varsity cheerleader sponsor at Hurricane High School for four years. On September 29, 1986 she filed a grievance alleging favoritism by the board of education in increasing supplemental pay to other employees in the athletic department and omitting cheerleader sponsors. A level two evidentiary hearing was conducted on October 15, 1986 and the decision was appealed to level four on November 9, 1986. The parties submitted the grievance to the hearing examiner on the transcript of evidence of the level two hearing.<sup>1</sup>

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<sup>1</sup> The Putnam County Board of Education waived participation in the grievance on October 31, 1986 and the transcript of evidence was filed in the Education Employees Grievance Board office on November 20, 1986; references to the transcript herein will be designated (T. \_\_).

Grievant was employed as a full time teacher in 1982 and executed an extra duty supplemental contract as varsity and freshman cheerleader sponsor beginning in August, 1982; she executed a new varsity cheerleader sponsor contract each year thereafter up to and including the 1986-87 school year. (T. 10).. The job decription for cheerleader sponsor is set forth in the Putnam County Manual as follows:

Training cheerleaders in the skills needed for cheering.

Supervising cheerleaders whenever they are representing their school at athletic events, practice sessions, cheerleading camp and during travel to and from scheduled events.

Assuring that school rules and policies are enforced during the times the cheerleaders are under the sponsor's supervision.

Submitting to the principal an eligibility list of all participants on the cheerleading squad.

Be responsible for the selection and distribution of uniforms.

Delegating some responsibilities to the head cheerleader and supervising these duties.

Working with cheerleaders on fund raising projects.

Attending all practice session and athletic events.

Be responsible for holding cheerleading tryouts each year, in accordance with county tryout policy. (Exhibit 1).<sup>2</sup>

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<sup>2</sup> Grievant was paid \$900.00 per year under the contract and received half in December and half in May. (T. 19). The job description specifies that the minimum number of hours is 210 without allocating any of that to summer activities; however, the employment term is stated to be from opening of official football practice for grievant's group until school is out for students. (Hearing Exhibit No. 1, p. 11).

On August 18, 1986 the board of education voted to pay all coaches, assistant coaches and athletic trainers who were required to report to work during August, 1986 for those days worked at the corresponding individual daily rate of pay and grievant contends that she works "as many hours and as hard in the month of August as some of the coaches" receiving the pay. (T.11). For example, grievant testified that from August 5-8 she was required to attend cheerleading camp at West Virginia Tech with the cheerleaders and upon return had to prepare for football season by conducting a freshman cheerleading camp and work in fund raising events. (T. 14, 15).<sup>3</sup> During August, 1986 she calculated that she worked fourteen days and contends that she should be paid for all of the working days during the month of August, i.e., twenty days. (T. 15, 17). Grievant concludes that a more accurate job description for the varsity cheerleading sponsors should be devised and that she is entitled to the same additional pay as coaches for her August work. (T.18, 27).<sup>4</sup>

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<sup>3</sup> These functions were included in the job description but grievant was required to pay a \$75.00 fee for the cheerleading camp out of her pocket. (T. 13). Actually, grievant's duties begin in June or July in fund-raising events and practice sessions.

<sup>4</sup> She acknowledged that coaches have traditionally been paid more than cheerleader sponsors but contends that favoritism was shown in the decision to award additional pay to coaches and trainers. (T. 30,31).

This grievance is similar to Canterbury v. Putnam County Board of Education, Docket No. 40-86-325-1, except that there the board of education later approved five days pay for athletic directors for August work. The members of the board of education were not subpoenaed and presented no evidence in either of

(footnote continued)

In addition to the foregoing factual recitation the following specific findings of fact and conclusions of law are appropriate.

FINDINGS OF FACT

1. Grievant is employed by the Putnam County Board of Education as a teacher and varsity cheerleader sponsor at Hurricane High School.

2. Grievant executed an extra duty supplemental contract as varsity cheerleader sponsor commencing in August, 1982 and every school year thereafter through the 1986-87 school year. With minor change about 1982, the terms of the supplemental contract executed by grievant have remained the same over the years.

3. The job description and pay schedule for the extra duty position of cheerleader sponsor are found in the Putnam County manual, which enumerates generally the duties required of the position.

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(footnote continued)

these grievances so the rationale for their action is therefore not in the record. One might question the wisdom of the pay differential; however, it is not for the Education Employees Grievance Board to rewrite the employment contract but to examine the record for evidence of "favoritism" and/or violation of statute or school policy.

4. On August 18, 1986 the board of education voted to pay all coaches, assistant coaches and athletic trainers who were required to report to work during August, 1986 for those days worked at the corresponding individual daily rate of pay. Grievant and other cheerleader sponsors did not receive extra duty pay for August, 1986 under the board order.

5. The duties performed by grievant in August, 1986 appear to be those contemplated in the job description for varsity cheerleader sponsors, which required grievant to attend cheerleading camp, to work with cheerleaders on fund raising projects, to train cheerleaders in the skills needed for cheering, etc. In return for these services the parties executed a contract whereby grievant was to be paid \$900.00 per year.

6. The formula adopted by the board of education to provide increased compensation to certain positions in the athletic field is not discriminatory per se or patently or inherently unfair and grievant has failed to prove the allegations of "favoritism."

#### CONCLUSIONS OF LAW

1. W.Va. Code, 18-29-2(o) defines "favoritism" as unfair treatment of an employee as demonstrated by preferential, exceptional or advantageous treatment of another or other employees. In the grievance procedure it is incumbent upon the grievant to demonstrate by a preponderance of the evidence the claim of

"favoritism" as defined by law. Canterbury v. Putnam County Board of Education, Docket No. 40-86-325-1.

2. W. Va. Code, 18A-4-5a provides for uniformity of additional salary increments or compensation for all employees performing like assignments and duties within the county and it is incumbent upon the grievant to establish a violation thereof by a preponderance of the evidence. Turner v. Grant County Board of Education, Docket No. 12-86-257-3.

3. Grievant has failed to prove "favoritism" or a violation of W.Va. Code, 18A-4-5a as a matter of law.

It is accordingly ORDERED that the grievance is DENIED.

Either party may appeal this decision to the Circuit Court of Kanawha County or Putnam County and such appeal must be filed within thirty days of receipt of this decision. (W.Va. Code, 18-29-7). Please advise this office of your intent to do so in order that the record can be prepared and transmitted to the Court.



LEO CATSONIS

Chief Hearing Examiner

Dated: January 28, 1987