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**DALE ARRINGTON and  
ROBERT EVANS**

**v.**

**Docket No. 10-87-314-4**

**FAYETTE COUNTY BOARD OF EDUCATION**

**D E C I S I O N**

Mr. Dale Arrington is a teaching principal at Page Elementary School and Mr. Robert Evans is a principal at Mt. Hope Elementary School and both are employed by the Fayette County Board of Education. They filed a grievance in August 1987 alleging a one week additional employment term for the principal of Oak Hill High School constitutes a violation of the uniformity in pay provisions of the W.Va. Code.<sup>1</sup>

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<sup>1</sup>A Level II response to the grievance revealed the principal at Collins Middle School had also been given an additional week of employment at the beginning of the 1978-79 school term and to the extent this information changed the nature of the relief sought, grievants were allowed to amend the grievance.

A decision was adverse to the grievants at Level II and the Board waived Level III proceedings. Level IV evidentiary hearings were held on January 19, 1988 and February 1, 1988.

The parties do not dispute the basic facts giving rise to the grievance but do disagree on their legal effect and offer differing interpretations of the applicable law. At the beginning of the 1981-82 school year the contract term of Mr. Gerald Stover, principal at Oak Hill High School, was increased from eleven and one-fourth (11¼) months to eleven and one-half (11½) months. Mr. Stover continued working under this new contract until 1987 when he became Superintendent of Fayette County Schools.<sup>2</sup> Grievants contend this arrangement amounted to a county paid supplement which was not uniformly paid other principals in the school system and thus in violation of W.Va. Code, 18A-4-5a,

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<sup>2</sup>Grievant, Robert Evans, became aware of the increase in the contract term at a June 1987 Board meeting when a discussion was held concerning the posting of the vacancy created by Mr. Stover's promotion. The Board at that time voted to remove the additional week and advertise the position at eleven and one-fourth (11¼) months. Through subsequent discussions with central office staff, Mr. Evans confirmed the date of the increase in the contract term and he and Mr. Arrington then filed their grievance.

which in pertinent part provides:

Counties may fix higher salaries for teachers placed in special instructional assignments, for those assigned to or employed for duties other than regular instructional duties and for teachers of one-teacher schools, and they may provide additional compensation for any teacher assigned duties in addition to his regular instructional duties wherein such noninstructional duties are not a part of the scheduled hours of the regular school day. Uniformity also shall apply to such additional salary increments or compensation for all persons<sup>3</sup> performing like assignments and duties within the county:

The focus of grievants' argument in this regard is upon the phrase "like assignments and duties" and it is their position that the duties of elementary and high school principals are so similar that this section of the W.Va. Code mandates uniformity in their supplemental pay. It is the grievants' further argument that while the additional week was characterized as an increase in contract term, it was clearly a supplement as evidenced by a Board member's remarks at a July 1987 meeting to the effect it was given to the principal at Oak Hill High School for a "job well done".

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<sup>3</sup> Although this section of the W.Va. Code by its language pertains only to supplements for teachers, it provides guidelines for the interpretation of W.Va. Code, 18A-4-3 relating to similar supplements for principals which reads:

Nothing herein shall prevent a county board from providing, in a uniform manner, salary increments greater than those required by this section.

The Board responds by asserting the Board member's remarks were an expression of personal opinion which did not reflect the real reason the contract term was extended, namely the much larger student population at Oak Hill High School and a contract extension could not be considered a pay supplement subject to the uniformity provisions of the W.Va. Code. The Board further argues that even if the additional week were considered a supplement, the duties and responsibilities of high school principals and elementary principals are so substantially different they cannot be considered like assignments and duties and any such supplements would be exempt from the provisions of W.Va. Code, 18A-4-3.

The testimony at Level IV indicated a number of the duties of each position are alike but there were also many inherent differences not revealed by a quantitative analysis of the functions in the two jobs and the West Virginia Education Employees Grievance Board has previously ruled that county salary supplements awarded to administrative personnel may vary in amount determined by differences in duties, responsibilities and other criteria. Wright v. Mason County Board of Education, Docket No. 26-86-029; Keesecker v. Lewis County Board of Education, Docket No. 21-86-020-2. This issue need not be reached, however, since the Board is correct in its assertion that the additional week in Mr. Stover's contract term was not a supplement in pay. W.Va. Code, 18-5-15 allows a county board of

education to "contract with all or part of the personnel for a longer term". The grievants provided no evidence that the principal at Oak Hill High School was not working during this extra week of employment and while Mr. Howard Hurt, former Superintendent of Schools for Fayette County, testified he heard a Board member at a meeting in June 1987 make the statement that the extra time was given for a "job well done", there was a great deal of testimony that it was in fact granted because Oak Hill High School had the highest student population and the greatest number of teachers and service personnel on staff in the county. (T.\_\_)<sup>4</sup> There is nothing supplemental in nature about the salary paid the Oak Hill High School principal for services he rendered during the last week of his employment contract.

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<sup>4</sup>It should be noted that the Superintendent who made the recommendation to extend the contract in 1981, Mr. Matthew Edwards, testified this was his reasoning and the reasoning of the Board when the increase was made. He also indicated the principal at Collins Middle School was granted an additional week on his contract in 1978 when that school's population nearly doubled in size because of consolidation.

In addition to the foregoing, the following findings of fact and conclusions of law are made.

FINDINGS OF FACT

1. Grievant, Dale Arrington and Robert Evans, are elementary school principals employed by the Fayette County Board of Education with contracts of ten and one-fourth ( $10\frac{1}{4}$ ) months duration.

2. At the beginning of the 1978-79 school year the contract term of the principal at Collins Middle School was increased from eleven and one-fourth ( $11\frac{1}{4}$ ) to eleven and one-half ( $11\frac{1}{2}$ ) months.

3. At the beginning of the 1981-82 school year the contract term of the principal at Oak Hill High School was increased from eleven and one-fourth ( $11\frac{1}{4}$ ) to eleven and one-half ( $11\frac{1}{2}$ ) months.

4. The extensions of the contract terms of the principals at Collins Middle School and Oak Hill High School were made because of additional duties imposed by the large student population and greater numbers of professional and service personnel at the schools.

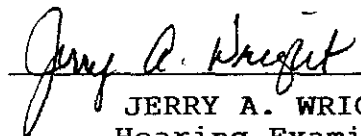
CONCLUSIONS OF LAW

1. A county board of education may make varying county school supplements to administrative personnel in amounts determined by duties, responsibilities and other criteria. Wright v. Mason County Board of Education, supra; Keesecker v. Lewis County Board of Education, supra.

2. The additional week of employment granted the principals of Collins Middle School and Oak Hill High School was an extension of the contract term of each principal in accordance with the provisions of W.Va. Code, 18-5-15 and not a salary supplement subject to the uniformity in pay provisions of W.Va. Code, 18A-4-3.

Accordingly, the grievance is DENIED.

Either party may appeal this decision to the Circuit Court of Fayette County or the Circuit Court of Kanawha County and such appeal must be filed within thirty (30) days of receipt of said decision. (W.Va. Code, 18-29-7) Please inform this office of your intent to do so in order that the record can be prepared and transmitted to the Court.

  
JERRY A. WRIGHT  
Hearing Examiner

DATED: March 29, 1988