

The Marshall County
Board of Education

and

The Marshall County
Education Association

Contract:
2022-2026

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PREAMBLE

The Marshall County Board of Education, Benton, Kentucky, and the Marshall County Education Association, Benton, Kentucky (hereinafter referred to as the Association), share a common objective for the development and operation of educational programs of the highest quality for the pupils, patrons, and the community of the Marshall County School District.

The Board of Education and the Association further believe that the primary purpose of education is the development of competence in individuals for maximum participation in the American Democracy.

The parties recognize the unique role of the teaching profession in the planning, development, operation, and improvement of the educational programs of a quality consistent with the shared objectives.

The purpose of the Agreement is to give certified professional employees a voice in the development of educational policies, clarify the roles and relationships of those involved, outline procedures to be followed, and improve the channels of communication between the Board of Education and the Association.

Paramount to all relationships, recommendations, and agreements is the education and well-being of the students in the Marshall County School District.

The Board of Education and the Association further agree on the articles that follow:

ARTICLE I. DEFINITIONS

As used in the Agreement, unless the context otherwise specifies, the following DEFINITIONS will apply:

1. BOARD – The Marshall County Board of Education.
2. ASSOCIATION – The Marshall County Education Association, Benton, Kentucky
3. CERTIFIED PERSON, CERTIFICATED PERSON, or CERTIFIED PERSONNEL – Those persons, other than temporary substitutes holding positions requiring certificates referred to in [KRS 161.010](#) through 161.120 and who are employed by the Board of Education but including Superintendent and administrative staff.
4. MEMBERS OR MEMBERSHIP – Only those persons belonging to the Association.
5. TEACHER – All certified personnel who are not administrators or supervisors.
6. PROFESSIONAL NEGOTIATIONS – Process whereby the Board of Education and the Association can meet, discuss, and attempt to reach agreement on items to be negotiated.
7. IMPASSE – Persistent disagreement that continues after established negotiation procedures have been exhausted.
8. PROFESSIONAL NEGOTIATING COMMITTEE – Committee of certified personnel selected from the Association to represent the Association in professional negotiations with the Board. This committee designated by the Association, shall have the authority to speak for the Association. This committee will also meet with the Board to discuss policy matters affecting the quality of education with recommendations being presented for final approval.
9. GRIEVANCE – Any dispute that may arise and which affects the application of the terms of this contract.
10. TRANSFER – Changing from building to building.
11. SENIORITY – Days worked in the district, minus voluntary leave, but including involuntary leave.
12. SCHOOL-BASED COUNCIL – Council of parents, teachers, and principal/administrator as governed by the state law of Kentucky ([KRS 160.345](#)).
13. SUPERVISORY AND ADMINISTRATIVE PERSONNEL – Superintendent, Assistant Superintendent, Chief Information Officer, Director of District Personnel, Director of Finance and Business, Director of Food Service, Director of Pupil Personnel, Director of Transportation and Maintenance, Director of Special Education, Exceptional Child Coordinator, Supervisor of Instruction, Principals, Assistant Principals, Guidance Counselors, Program Coordinators

*Any certified employee who pays yearly dues may be a member of MCEA/KEA/NEA.

ARTICLE II. RECOGNITION

The Board of Education recognizes that teaching is a profession, and further recognizes the Association as the formal representative to all certified personnel who are Association members. Verification of membership shall be substantiated by payroll deduction or whatever manner the two parties agree.

The Association recognizes that under Kentucky law, the Board of Education shall have and exercise the control of the public school within Marshall County School District. This Agreement in no way attempts to alter or diminish such statutory authority. Final decisions will be made by the Board of Education ([KRS 160.160](#), [160.290](#)).

The Association will not discriminate in its membership requirements on the basis of race, religion, national origin, sex, marital status, or professional assignment. The Board or any administrative officer thereof will not discriminate against certificated employees because of their exercise of rights under the Agreement.

Members shall have the right to join or not join any organization for their professional or economic improvement.

Nothing in the Agreement shall prohibit any certificated employee or group from appearing before the Board of Education in their own behalf after going through established administrative procedures.

In meetings between the Board of Education and representatives of the Association, either or both, at their option, may employ the assistance of an advisor. However, said advisors shall not be present at negotiations.

ARTICLE III. PROFESSIONAL NEGOTIATIONS

The Board and the Association will meet during the period set forth in Article XXI for the purpose of negotiating items of mutual interest permitted by law. The time and location of negotiating meetings will be scheduled by mutual consent to facilitate negotiations. Both parties will negotiate in good faith in an attempt to reach an acceptable agreement. During the time negotiations are in progress, there will be no reports issued to the news media without mutual consent. Tentative agreements shall be reduced to writing and presented to the Association for their approval. An Agreement approved by both parties shall be duly signed and binding.

The Board and the Association will comply with reasonable requests for information that is lawful and legal. The cost of providing information shall be borne by the party requesting the information.

ARTICLE IV. IMPASSE

In the event of an impasse on negotiable items, the negotiating teams shall work for a mutually acceptable solution.

If a compromise on the issue cannot be reached with-in twenty-one (21) calendar days, a review panel of four (4) members shall be selected – two (2) from the elected Board of Education and two (2) selected from the negotiating team.

The review panel members shall investigate, and after joint consultation, recommend a solution. The written findings and recommendation of the panel shall be presented to the parties within fourteen (14) calendar days from the time they are selected. Such panel recommendations of the panel may be publicized.

In an effort to reach an agreement, any cost or expense authorized by either party will be borne by that party.

Negotiations shall be conducted without threats of sanctions or any public pressure by either party.

ARTICLE V. ATTAINING OBJECTIVES

Attainment of objectives of the education program of Marshall County Schools requires understanding and cooperation between the Board of Education, supervisors, administrators, school-based council, and the certified personnel. For this reason, the Board and representatives of the Association should meet at appropriate times to discuss items of mutual concern. Any recommendation made by the negotiations committee would be presented to the Board for its consideration. It is understood that the Board of Education or school-based council, where applicable, has the responsibility for establishing all rules, policies and procedures and may alter or change these when it is in the best interest of the Marshall County Schools.

ARTICLE VI. GRIEVANCE PROCEDURES

Employees wishing to initiate a formal grievance about an alleged violation of a constitutional, statutory, or regulatory provision, of a Board policy, administrative rule, or procedure shall use a Grievance Initiation Form ([03.16 AP.2](#)).

CONDITIONS

1. All grievances are individual in nature and must be brought by the individual grievant.
2. All grievance proceedings shall be conducted outside the regular school day and at a time and place mutually agreed upon.
3. The grievant shall be permitted to have one (1) representative.
4. To the extent possible, all attendant records shall be filed in the office of the immediate supervisor and/or Superintendent and shall be considered private information and separate from the individual employee's folder. All records will be kept for a minimum of three (3) years.
5. No reprisal shall be taken against any aggrieved person because of the filing of a grievance.

TIME LIMITS

6. Employees must file their grievance within fifteen (15) working days following the alleged violation. However, depending on the nature of the grievance, the Superintendent may recommend an extension of the filing deadline to twenty (20) working days if the grievance is based on an alleged violation of constitutional, statutory, regulatory, or policy provisions.
7. Days referred to in the grievance initiation form shall be working days, except for any days which are designated as holidays, professional meeting days, national, state, or local disaster or mourning days and any days during the school term on which schools are closed.
8. The time limits stated in various sections of these procedures may be extended by mutual consent of the Board, its authorized agents, and the grievant.
9. If no extension occurs and the grievant does not file an appeal to the next level within ten (10) working days of receiving a response, the grievance shall be considered to have been settled and terminated at the previous level, and the answer given at that level shall stand.

FILING A GRIEVANCE

When problems arise, an attempt should be made to settle them informally by the principal/administrator, direct supervisor, employee or employee(s) involved, and school-based council, if applicable. A problem which cannot be resolved informally will be processed as a grievance.

1. Each grievance shall be processed in the following manner:
 - a. Level 1: The employee will submit the grievance on the district form to his/her administrator or immediate supervisor. He/She will have a hearing to discuss the grievance with the grievant and attempt to resolve it. Within ten (10) working days after the hearing, the administrator or immediate supervisor will state the decision in writing on the grievance form and provide a copy to the grievant.
 - b. Level 2: If the grievant is not satisfied with the decision made at Level 1, the grievant may appeal the decision to the Superintendent. The Superintendent/Designee shall schedule a hearing within ten (10) working days of his/her receipt of the grievance and shall notify the grievant of the time and place of such hearing. Within ten (10) working days after the hearing, the Superintendent/Designee will state the decision on the grievance form and provide a copy to the grievant.
 - c. Level 3: If the grievant is not satisfied with the decision made at Level 2, the grievant may appeal the decision to the Board of Education. See the Board of Education's Involvement section for the process.

SUPERINTENDENT'S/DESIGNEE'S INVOLVEMENT

1. When appropriate, the grievant shall give his/her communication directly to the Superintendent, thus bypassing the immediate supervisor. This action shall be taken only in those instances where the matter communicated is of such a personal and private nature that it cannot be effectively communicated at a lower level or in those instances where the nature of the grievance would require the initial response of the Superintendent.
2. The Superintendent reserves the right to redirect the communicator to the appropriate level.

BOARD OF EDUCATION'S INVOLVEMENT

1. If the employee, after reviewing the Superintendent's response, desires direct communication with the Board of Education, the employee may present his/her written communication to the Superintendent for transmittal to the Board of Education, or notify the Superintendent ten (10) working days prior to the meeting of the Board at which the employee wishes the grievance presented. Employees are not authorized to contact Board members individually about grievances.

2. The Board shall consider grievances concerning personnel actions in accordance with parameters set out in policy.
3. If the Board decides to review the grievance, the employee will then be afforded an opportunity to appear before the Board at the next regular meeting for relevant discussion of the employee's communication. If the employee does not wish to make a verbal presentation, the employee's right to refrain from such activity will be respected.
4. The Superintendent or the grievant shall present the communication to the Board of Education at its next regularly scheduled meeting.
5. The Board of Education will consider the grievance, and will provide the employee a written response within ten (10) working days after the next regularly scheduled meeting of the Board, following the meeting of the Board at which the grievance was initially presented. The decision of the Board of Education shall be final.

ARTICLE VII. EMPLOYEE ACCESS TO MEMBERSHIP

- A. Provide Association president with school board packet in advance of board meetings excluding confidential matters.
- B. Provide membership form to all new hires when filing other necessary paperwork for employment.
- C. Provide time to Association to make presentations at new hire events and back to school events.
- D. The Association may have access to school facilities for meetings, recruitment tables, a short Association presentation at faculty meetings, etc. all in consultation with the school administrator.
- E. The Association representatives may use the school communication system to send Association related material to employees in his/her building.
- F. The President of the Association may use the school communication system to send Association related materials to all employees in the district. The Association's President may request that the Board utilize the school's communication system to forward Association materials to all employees.
- G. The Association is the only teacher's organization authorized to utilize the school's communication system and Article VII, Sections B-F.

ARTICLE VIII. SALARY SCHEDULE

2001-2002 Salary Schedule shall be the point of origination for Salary Schedule. Annual negotiated percentages of increase shall be based on the previous year's salary schedule.

ARTICLE IX. SAVING CLAUSE

It is understood in the event any provisions of the Agreement shall be or shall become invalid or unenforceable by reason of any federal or state law, regulations, statute, order, or local Board of Education policy now existing or hereafter enacted or put in force, that the affected contract provision would be changed. However, it shall not affect the remainder of this Agreement.

The Board of Education shall not make a policy change that goes into effect during the term of this Agreement that is in conflict with this Agreement, unless mutually agreed upon by the Association and the Board of Education.

ARTICLE X. ASSIGNMENT

Certified personnel will know their building assignment by July 1, to the extent possible.

ARTICLE XI. TRANSFERS, VACANCIES, PROMOTIONS, EMPLOYMENT

It is sole prerogative of the Superintendent to approve all teacher transfers.

All teacher transfers shall be consistent with and conform to state school board regulations, state law, Board policy, and this Agreement and shall be subject to the following procedures.

SECTION A: Teachers who desire a horizontal transfer shall file an application with the Central Office no later than June 15 or during the first five (5) days of any posted position. Transfers can be general transfer requests out of a worksite, to a specific worksite, or to a newly created position or a position created from a retirement, transfer, resignation, reassignment, termination, or death. Such application will include the organizational level(s) and/or the subject area(s) for which the teacher is certificated and desires to be transferred in order of preference. If applicable, it will include the specific position and worksite being requested. Names on the general transfer list will be removed after one year of being on the list.

SECTION B: Transfers shall only be made from the transfer procedures contained herein until two (2) weeks prior to the next school year. The teacher must accept the transfer once it is made unless the teacher has previously, not later than June 25, notified in writing, the Superintendent of a desire to withdraw the request.

SECTION C: Transfers may be granted and positions staffed from the transfer list according to certification, recommendation, seniority, programmatic needs and state law. All above factors being equal, seniority shall prevail as the determining factor. If the teacher's current administrator and the administrator from the worksite he/she is requesting a transfer to, after consultation with the SBDM Council, agree to the transfer, the transfer should occur. If the Superintendent does not approve a specifically requested transfer/transfer from the general transfer list or it is denied for any other reason, he/she must, in writing, inform the teacher listing specific reason(s) why the transfer was not approved.

If transfers are denied and the position is vacant, all teachers that applied for a transfer to that specific position and who submitted a general transfer request to that worksite, shall be considered in

the first pool of candidates to be interviewed for the vacancy provided that the individual meets the certification requirements.

SECTION D: A vacancy filled on a temporary basis during the two (2) weeks prior to and/or during the school year shall be considered vacant at the end of the school year.

SECTION E: No teacher currently on an active Individual Corrective Action Plan may apply for a transfer or put his/her name on the general transfer list.

ARTICLE XII. SCHOOL CALENDAR

The Association and Board will appoint a Calendar Committee each year. The president of the Association will supply the names of all certified teachers and classified employees for the committee to the Superintendent. The committee will consist of the Director of Pupil Personnel (who will serve as the Chairperson), one (1) School Board member, the president of the Association, three (3) teachers (one elementary, one middle school, and one high school) from the Marshall County School District, two (2) classified employees from the Marshall County School District, three (3) administrators (one elementary, one middle school, and one high school) selected by the principals, two (2) parents of students attending school in the district, and two (2) community members from the local chamber of commerce, business community, or tourism commission. The proposed calendar will be presented to the Board of Education for approval.

ARTICLE XIII. REDUCTION IN FORCE

The Board of Education and the Association agree that any reduction in force shall be consistent with and conform to state law, state and local board regulations, and this contract.

SECTION A: When by reason of decreased enrollment of pupils, or by reason of suspension of schools or territorial changes affecting the district, a local Superintendent decides that it shall be necessary to reduce the number of teachers, he/she shall have full authority to make reasonable reduction. But, in making such reduction, the local Superintendent shall, within each teaching field affected, give preference to teachers on continuing contract and to teachers who have greater seniority. Teachers whose continuing contracts are suspended shall have the right of restoration in continuing service status in the order of seniority of service in the district if teaching positions become vacant or are created for which any of the teachers are or become qualified. ([KRS 161.800](#))

SECTION B: During a reduction in force, all tenured teachers whose contracts are suspended may apply for employment as substitute teachers and may be given preference before other substitute teacher applicants are employed.

SECTION C: Upon reinstatement of their employment contract, the teacher will be credited with unused accumulated sick leave, and will be placed on the proper rank and step of the current salary schedule.

SECTION D: Employed teachers not completing certification as required by law will be dismissed according to [KRS 161.027 through KRS 161.040](#).

ARTICLE XIV. EXTRA DUTIES

The Board and the Association acknowledge that a teacher's primary responsibility is to teach and that his/her energies should, to the extent possible, be utilized to this end.

EXTRA WORK DUTIES: Extra work duties of teachers assigned by the administration in excess of four activities shall be compensated by the school (such as athletic or school events that fall outside the normal school day). The (up to) four activities scheduled by an administrator for teachers should not be on a Saturday, during a break, or when school is cancelled for inclement weather, including non-traditional instructional days due to weather, without the permission of the employee. Employees who volunteer on a Saturday, during a break, or when school is cancelled for inclement weather may count that day as one of the four, but if he/she is compensated then it does not count.

ARTICLE XV. CLASS SIZE

Class size will be governed by [KRS 157.360](#) and Board of Education [Policy 02.4331](#).

ARTICLE XVI. EVALUATION OF PERSONNEL

SECTION A: Certified personnel should be cooperative in establishing mutual communication with the building principal and/or any of the administrative staff and the school-based council.

SECTION B: If a situation arises which might be derogatory to the teacher's professional status, the principal will communicate with the teacher verbally and privately before any written statements are subsequently made. The teacher shall see any written statements and have an opportunity to make written comments on those statements. These statements must contain the signature of the teacher. The signature does not indicate agreement or disagreement, only that the teacher has been informed.

SECTION C: Certified personnel will see any written communication before it is placed in an evaluation folder. The teacher shall have the opportunity to include written comment. These statements must contain the signature of the teacher. The signature does not indicate agreement or disagreement, only that the teacher has been informed.

SECTION D: Certified personnel will be evaluated by the standards set forth by the Evaluation Committee and reviewed by the Board of Education. The Board of Education and the Association agree that an Evaluation Committee shall be established. The purpose of this committee shall be to create and review evaluation procedures and documents for certified personnel. Said procedures and documents shall be submitted to the Board of Education for review. ([KRS 156.557](#)) The committee shall be composed of an equal number of teachers and administrators with the president of the Association serving as one of the teacher members. All teachers on the committee shall be appointed by the president of the Association. Teachers shall be seated first and then administrators ensuring all schools are represented on the committee. The committee shall be appointed and meet annually. (704 KAR 3:345)

ARTICLE XVII. EMPLOYEE COMPENSATION

The Board of Education and the Association agree that an Extra Pay for Extra Responsibility Committee shall be established. The sole responsibility of this committee shall be to establish guidelines for extra pay and to recommend salaries for existing and newly created extra responsibility positions. This committee shall be composed of one Board member; the president of the Association; one administrator and one teacher from the high school; one administrator and one teacher from the middle school level; one administrator and one teacher from the elementary level; and the athletic director from the high school and one athletic director from the middle school level. The athletic directors will make the recommendations to the committee pertaining to athletic stipends. All administrators shall be appointed by the Superintendent and all teachers shall be appointed by the president of the Association. The committee shall meet during March of each school year.

ARTICLE XVIII. RETIREMENT COMPENSATION

The Board shall compensate certified employees or beneficiary only upon initial retirement, or their estate, for each unused sick day at the rate of 30% of the daily rate. ([KRS 161.155](#), Board of Education Policy [03.175](#))

ARTICLE XIX. PROFESSIONAL MEETINGS AND CONFERENCES

Each year the Board of Education will allocate funds provided by the Kentucky Department of Education for professional meetings. School principals shall be advised by the Board as to the amount of money available to personnel in their jurisdiction. Each principal will develop, in the consultation with teachers in his/her school, procedures and criteria for selecting persons to be recommended. The persons selected should complete and submit to the Superintendent the requested absence authorization requests. The principal's signature on this application indicates availability of funds and approval of the application. Documentation of the Professional Development is to be submitted by the attending teacher to his/her supervisor. Every effort will be made to rotate funds within each school faculty to ensure everyone an opportunity to attend professional meetings and conferences and to use the funds.

ARTICLE XX. LEAVE OF ABSENCE

SICK LEAVE: For each certified person a total of eleven (11) days sick leave per year is allowed for personal illness in the immediate family or household without loss of pay. The immediate family for purpose of this article shall be defined as stated in [KRS 161.155](#). Sick leave shall accumulate without limit. A personal affidavit must support each individual absence. A teacher is entitled to use earned sick leave due to disability for pregnancy, childbirth, or recovery.

CHILDREARING LEAVE: The Board shall grant requests for parental leave of absence. The beginning and termination dates of the leave shall be determined by the employee and the physician. An employee who returns from parental leave shall be reinstated to the employee's former position or its equivalent if job exists. The foregoing provisions and principles shall also apply to all requests for leave for the purpose of child adoption and to requests for leave for the purpose of childbearing. This leave will be taken without pay.

JURY LEAVE: Any teacher who serves on the jury in any duly constituted local, state, or federal court shall be granted leave with full compensation, less any compensation received as jury pay, for the period of his actual jury service, which leave shall be in addition to all other leave to which the teacher may be entitled.

LEAVE OF ABSENCE: A leave of absence of up to two (2) years without pay may be granted to any employee who has reasonable need for such a leave ([KRS 161.770](#)).

PERSONAL LEAVE DAYS: The Board shall grant each certified person three leave days to be used any time during the school year, July 1 – June 30, without loss of pay. There will be a maximum of two (2) per day per building granted except at the high school, which will be given 4% of certified staff. If zero (0) days are used, five (5) days will be added to sick leave at the end of the school year; if one-half (.5) day is used, three and one-half (3.5) days will be added; if one (1) used, three (3) will be added; if one and one-half (1.5) days are used, two and one-half (2.5) days will be added; two (2) days used, one (1) will be added. A one-half (.5) day shall roll over to a one-half (.5) sick leave day at the end of the school year.

ARTICLE XXI. DURATION

This Agreement shall remain in full force and effect until June 30, 2026 except as provided below, and shall continue in full force and effect for successive periods of four years thereafter, unless either party to this Agreement shall, on or before June 30, 2022 and April 1, of any subsequent years, notify the other party to his Agreement in writing of a desire to amend or terminate the Agreement.

The terms and conditions of this Agreement have been decided by professional negotiations. It is the intent of both parties that they shall not be changed or amended during the life of this Agreement except for salary and two additional items as may be specified by either party (for maximum of four additional items) before the opening of the contract. Any additional changes or amendments must comply with the law and have mutual consent in writing of both parties.

In witness whereof the parties have caused this Agreement to be duly executed by their properly authorized representatives.

Signed this 23 day of June, 2022



Board Chairman
Marshall County Board of Education



President
Marshall County Education Association

****Please see Appendices for all other contract related materials****

APPENDIX 1
MARSHALL COUNTY BOARD OF EDUCATION POLICY HANDBOOK

DUTIES OF TEACHERS:

- A. Teachers shall report to assigned schools fifteen (15) minutes before the start of the instructional day and remain fifteen (15) minutes after the close of the instructional day, unless assigned to early and late bus duty
- B. Teachers will be assigned a daily teaching assignment based on state Board regulations
- C. All teachers are for the purpose of teaching children. The Board of Education desires the teachers accept the children where they are and advance them in the educational life for the time that they have them
- D. It should be the duty of the teachers to instruct and make students aware of the community, citizenship, character, and moral behavior.
- E. Teachers are encouraged to become community minded, and actively participate in community, civic, and county activities
- F. It shall be the duties of all teachers to keep accurate records of lesson plans, student performance, reports to parents, attendance, inventories, and other such reports
- G. It shall be the duties of all teachers to maintain discipline with students in their supervision or with other students they encounter during the day, or during any school day, or during any school-sponsored activity. In the event that discipline problems are beyond the control of the teacher, they should be reported to the administration
- H. The Marshall County Board of Education considers the supervision and sponsorship of FBLA, DECA, FCCLA, FFA, HOSA, Skills USA, and TSA as part of the regular assignment of a classroom teacher
- I. All teachers employed by the Marshall County Board of Education shall fully support the policies and procedures of the said Board of Education
- J. Teacher shall attend all regular and special called faculty meetings, unless excused by the administration