

Bargaining to Protect **LGBTQ+ Rights**

National Education Association Office of General Counsel and
Collective Bargaining and Member Advocacy Department

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NATIONAL EDUCATION ASSOCIATION

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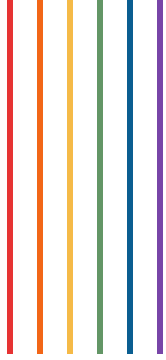
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The second Trump Administration has launched unprecedented attacks on the rights and safety of LGBTQ+ people. The administration is trying to eliminate or gut longstanding legal protections, and to force K-12 schools, institutions of higher education, government agencies, the military, and private companies to drop diversity policies and to actively discriminate. While a president cannot change the law simply by issuing executive orders or by posting on social media, these attacks are causing serious harm.

Through their collective bargaining agreements (CBAs), unionized workers have long led the way on guaranteeing fair treatment at work, including by protecting Black workers, pregnant workers, and LGBTQ+ workers from discrimination and guaranteeing them fair benefits before federal law did so. In the current environment, CBAs can provide key protections and rights for LGBTQ+ educators and students that are separate from and do not depend on federal, state, or local laws or enforcement.

This LGBTQ+ bargaining guidance document identifies issues that are important to ensure equal treatment and fairness for LGBTQ+ educators, their students, and allies. Each section explains why that topic matters, provides Key Points—advice on legal context and language to include or avoid—and Sample Contract Language. This guidance draws heavily from two excellent recent LGBTQ+ bargaining guidance documents: *Bargaining for LGBTQIA+ Justice* from Pride at Work,¹ and *LGBTQ+ in Education: Building an Inclusive Public Education Through Our Unions* from the Colorado Education Association.²

NEA's Collective Bargaining and Member Advocacy Department has also assembled a database with additional examples of contract language on LGBTQ+ protections and other resources, available to NEA affiliates upon request.

Those interested in protections for LGBTQ+ students and educators should also review the NEA Legal & Employment Guidance document *What Educators Should Know About LGBTQ+ Rights*, updated by NEA's Office of General Counsel on May 2, 2025.³ It addresses frequently asked questions about legal protections for public school students and employees, the threats posed by state legislation, and resources to create an inclusive environment for LGBTQ+ students, including a [model school board resolution](#).⁴

¹ Pride at Work, *Bargaining for LGBTQIA+ Justice*, last visited March 10, 2025

² Colorado Education Association, *LGBTQ+ in Education: Building an Inclusive Public Education through our Unions*, 2022, <https://drive.google.com/file/d/1pK3nE1NSjn5ijHHEFW7alG5cgzrJupBs/view> (“CEA bargaining guidance”).

³ NEA, Legal & Employment Guidance, *What Educators Should Know About LGBTQ+ Rights*, last updated May 2, 2025, <https://www.nea.org/resource-library/what-educators-should-know-about-lgbtq-rights>.

⁴ NEA, *Model School Board Resolution*, Dec. 2024, <https://www.nea.org/sites/default/files/2024-12/sample-board-resolution-for-lgbtq-issues-updated.pdf>.

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I. PROTECTIONS AGAINST DISCRIMINATION & HARASSMENT

Non-discrimination and anti-harassment protections are perhaps the most essential provisions for protecting LGBTQ+ workers, so it is important that unions bargain strong language that is inclusive of every LGBTQ+ worker. In 2020, the Supreme Court held that Title VII of the Civil Rights Act of 1964 prohibits employment discrimination on the basis of sexual orientation or gender identity.⁵ Many states and local governments also have laws protecting against workplace discrimination on the basis of sexual orientation and/or gender identity. However, unions can bargain protections that are stronger than the law, will continue even if the law changes, and are enforceable through the contract's grievance and arbitration procedures, which may be faster and more efficient than a lawsuit.

Key Points

- **Broadly define protected characteristics:** “Sex,” “sexual orientation,” “gender identity,” “sex characteristics,” and “gender expression” must be included as protected characteristics to protect all LGBTQ+ workers against discrimination.
- **Don’t waive workers’ right to sue:** CBAs should not waive employees’ rights to sue under federal, state, or municipal laws. Under current law, unfortunately, a CBA that “clearly and unmistakably” requires employees to arbitrate these claims instead of suing is legally enforceable and can void a worker’s individual right to sue. Instead, a CBA should make clear that its protections and grievance and arbitration process are *in addition to* other legal protections and avenues for relief and do not replace those other protections.
- **Don’t link protections to existing law:** Standards for non-discrimination protections should not be limited by existing law. This means that unions should avoid language like “as prohibited by Title VII” or describing prohibited conduct as “unlawful discrimination or harassment.” This is especially true for harassment, because the standard courts use to determine when harassment rises to the level that an employer is liable for damages in court is quite difficult to meet.
- **Cover harassment by anyone:** The CBA should establish an obligation for the employer to prevent all harassment, whether by a colleague, a supervisor, a manager, or non-employee (such as a student, parent or contractor).
- **Include protections against retaliation:** Express protections against retaliation for reporting harassment or discrimination should be included.
- **Include a “right to be out”:** Federal law (Title VII of the Civil Rights Act of 1964) and general non-discrimination language in contracts already protect the right of LGBTQ+ educators to be “out” at school. However, Colorado Education Association’s surveys and discussions with its members revealed that many educators were not aware of this, and suggested that it would be helpful for contracts to provide an affirmative “right to be out” for educators, their family

⁵ *Bostock v. Clayton County*, 590 U.S. 644 (2020).

members, and educators who support students at school.⁶ Additionally, harassment should be defined to include deliberate outing, deadnaming, and misgendering.

Sample Contract Language

Non-Discrimination and Anti-Harassment⁷

Employer shall maintain a workplace free from all forms of discrimination or harassment based on a protected characteristic, actual or perceived, of an employee or applicant, regardless of whether discrimination or harassment is committed by a manager, supervisor, colleague, or non-employee. Protected characteristics shall include: race; creed; color; religion; sex; sexual orientation; gender identity and gender expression; sex characteristics; national origin; age; disability; medical history; physical appearance; weight or body size; immigration status; family status or responsibilities; credit information; genetic information; status as victim of domestic violence or stalking; political affiliation; seeking to access, receiving, or contemplating abortion, reproductive healthcare, or gender affirming care; any other trait not here listed that is protected under federal, state, or local law, and/or any intersection of these identities.

Harassment consists of unwelcome verbal, written, or physical conduct based on another person's actual or perceived protected characteristic. Harassment shall include, but not be limited to, use of epithets or slurs; negative stereotyping; offensive jokes; deliberate failure to use another person's appropriate name or pronouns; disclosure of another person's sexual orientation, transgender status, or former name without their consent ("outing"); unwelcome sexual advances, or requests for sexual favors.

Individuals who believe they have been harassed or discriminated against in violation of this Article may submit a complaint, either verbally or in writing, to [HR Department], which will conduct an impartial investigation of the allegations. Retaliation of any kind against any person who submits a complaint or participates in an investigation pursuant to this Article is strictly prohibited. This complaint procedure does not replace or supersede any other procedures available to individuals to seek redress under this collective bargaining agreement or any federal, state, or local law.



⁶ CEA bargaining guidance, p. 11.

⁷ This is a combination of model contract language from the Pride at Work bargaining guidance and the CEA bargaining guidance, p. 15.

Right to be Out About Self and Family and to Support Students Out at School

Employees have the right to:

- disclose or communicate about their protected characteristics, including sexual orientation, gender identity, gender expression, status as transgender or transitioning, or gender non-conformity;
- disclose and communicate about their family, household, family or household composition, or the protected characteristics of a family member;
- determine which names, pronouns, and personal titles (i.e., Mr., Ms., Mx.) are used to refer to them, and to change their name, pronouns, and/or personal titles at any time. Upon notice from an employee of such a change, the employer will make every effort, without unnecessary delay, to ensure that the name, pronouns and/or personal titles designated by the employee are used to refer to the employee; and
- support, assist, or advocate for a student's right to non-discrimination and freedom from harassment, including, but not limited to, referring to a student by the name or pronouns with which the student identifies.

Violations of these rights will be considered discrimination in violation of the non-discrimination and anti-harassment provision of this contract.

II. BENEFITS

Particularly at a moment when access to gender affirming care is under widespread political attack, it is essential that unions prioritize bargaining benefits that are equitable to and inclusive of LGBTQ+ workers and workers' LGBTQ+ partners and dependents.

Employee benefit plans are highly regulated and must comply with a number of laws at both the federal and state level. Further, depending on the sector, size, and industry of the employer, benefits can be administered through a variety of means, including self-insured plans, multi-employer plans, privately insured plans, and state employee health plans. We have provided generalized guidance here, but please note that given the diversity of bargaining circumstances and evolving state of the law, there may be additional considerations or limitations not addressed here.

A. Gender Affirming Care

“Gender-affirming care” refers to a broad set of services that support a person’s gender identity and expression that can include medical, surgical, therapeutic, and non-medical services. Access to these services is essential for transgender, intersex, and non-binary people to live open, authentic, safe, and healthy lives.

A major barrier to access for gender-affirming care is transgender exclusions in health plans. These may exclude all healthcare related to gender transition, or exclude particular services. Such exclusions are straightforward discrimination against trans workers and [likely violate anti-discrimination laws](#). Unions must fight to remove these exclusions from their health benefit plans.

But even when a health plan recognizes that gender-affirming care is medically necessary, the specifics of what treatments or procedures are covered vary based on the particular plan. Unions should bargain for health plans that use clinical criteria that recognize the medical necessity of the broadest range of gender-affirming care and impose minimal hurdles to receiving coverage for services. When possible, unions can seek policy riders to cover services that are typically excluded as “cosmetic,” such as facial feminization and jaw contouring. Unions can also bargain the establishment of Flexible Spending Accounts and/or Health Reimbursement Arrangements to further assist workers in covering the costs of gender-affirming care that may or may not be covered by the health plan.

Access to gender-affirming care for workers' LGBTQ+ minor children can pose particular difficulties given the wave of state legislation banning such care. Currently, twenty-seven states have bans on gender affirming care for minors, although there is pending litigation in a number of states. In addition, the Supreme Court just upheld the constitutionality of one such ban in the *United States v. Skrmetti* case. Unions should stay abreast of these legal developments and pursue creative and aggressive bargaining strategies to maintain access to care and protect workers who seek gender-affirming care.

Key Points

- **No transgender exclusions:** All transgender exclusions should be removed from health plans. Transgender exclusions likely violate non-discrimination laws and may violate state health insurance regulations.
- **Broad coverage for gender-affirming care:** Unions should bargain health plans with generous clinical guidelines that provide coverage for the widest range of gender-affirming care services and have minimal pre-clearance and pre-approval hurdles.
 - Language used in reference to gender-affirming care should be inclusive and affirming.
 - When possible, unions should seek policy riders to include coverage of gender-affirming care, like facial feminization, that may otherwise be denied as “cosmetic” or not “medically necessary.”
- **FSA/HRA coverage:** Unions should bargain the establishment of flexible spending accounts (FSAs) and/or health reimbursement arrangement (HRAs), which can be used to assist with the cost of copays and gender-affirming care services that are not covered by insurance.
- **Stay on top of changes in the law:** The legal landscape of state laws impacting access to gender-affirming care varies widely and is rapidly changing. Unions should become familiar with their state’s laws and stay abreast of legal developments in order to inform bargaining strategies.⁸



Sample Contract Language

CEA Model Inclusive Health Insurance Benefits Contract Language⁹

Inclusive Health Insurance Benefits

The health insurance offered to employees by the district shall include coverage for all transgender medical needs and treatments, including but not limited to hormone treatment, gender affirming surgeries, preventative care, and other medical treatment and procedures as directed by the employee’s medical provider. The district shall not contract with a health care provider or insurer that does not provide the full coverage required by this provision.

The following sub clause can be proposed if the district expresses concern about meeting the obligation in the section above:

- a. If the district is not reasonably able to contract with a provider or insurer to provide both the

⁸ For additional information about gender-affirming care, including a map of state laws restricting care, see Human Rights Campaign, *Get the Facts on Gender Affirming Care*, last visited Apr. 29, 2025, <https://www.hrc.org/resources/get-the-facts-on-gender-affirming-care>.

⁹ CEA bargaining guidance, p. 20.

coverage required by this provision and all other needed types of coverage in one plan, the district shall offer to employees upon request, and at no additional charge, a supplemental insurance plan which provides the full coverage required by this provision.

B. Fertility and Family Building

Many LGBTQ+ couples rely on fertility services, including intrauterine insemination (IUI) and in vitro fertilization (IVF), in order to grow their families. However, it is common for fertility benefits to have eligibility requirements that discriminate against LGBTQ+ couples. For instance, until expanding the definition to be inclusive of LGBTQ+ couples in October 2023, the American Society for Reproductive Medicine (ASRM) defined infertility as the failure to achieve pregnancy within 12 months of unprotected heterosexual intercourse or therapeutic insemination. This definition had the effect of excluding some LGBTQ+ couples until they paid out of pocket for fertility treatments for up to a year, a significant cost not required of heterosexual couples. While some states have laws requiring insurance coverage of fertility treatments, only some of those states use definitions that are LGBTQ+ inclusive. Whether this inequality in fertility benefits, sometimes known as a “queer tax,” violates non-discrimination laws is actively being litigated.



LGBTQ+ couples are also more likely to use surrogacy or adoption to grow their families. Where possible, unions should push to expand benefits to cover or assist with these costs.

Key Points

- **Health insurance should provide equal access for LGBTQ+ people:** Unions should bargain health insurance benefits to cover fertility services that provide equal access to LGBTQ+ people. That means the benefits should not rely on definitions of infertility that exclude or impose burdens on LGBTQ+ couples.
 - Note that your state’s law may require insurance plans to cover fertility benefits, and failure to craft benefits to be LGBTQ+ inclusive may violate non-discrimination laws.
- **Expand benefits to include surrogacy and adoption:** Unions should seek to expand benefits to cover or assist with other family building options, including surrogacy and adoption.

Sample Contract Language

United Steel Workers (USW) Model Bargaining Language to Support 2SLGBTQIA+ Rights in the Workplace¹⁰

¹⁰ United Steelworkers, *Model Bargaining Language to Support 2SLGBTQIA+ Rights in the Workplace*, last visited April 3, 2025, <https://usw.ca/pages/model-bargaining-language-to-support-2slgbtqia-rights-in-the-workplace/>.

Fertility Benefits

The employer shall provide health care benefits that include coverage for fertility treatments, including, but not limited to, IUI, IVF, plus unlimited prescription fertility drugs. [The employer will ensure that eligibility requirements do not discriminate against LGBTQ+ employees, for instance by defining “infertility” in a way that requires non-heterosexual couples to pay out of pocket for insemination before becoming eligible.]

The employer will provide reimbursement of up to XXXX for costs related to assisted reproductive technology, adoption, surrogacy and other family expansion measures.

Leave language

The employer shall grant up to 100 hours of paid leave for employees accessing assisted reproductive procedures. This includes, but is not limited to, diagnostic and treatment procedures, IUI, IVF, and surrogacy. This leave is available to those employees accessing assisted reproductive procedures or those who are supporting another person undergoing fertility treatment. This leave shall not be unreasonably denied.

UAW-Ford Contract¹¹

Treatment for Infertility

The National PPO Plan will, effective January 1, 2024 or as soon as administratively feasible, provide coverage for medically necessary assisted reproductive techniques (ART) and prescription drugs used for the treatment of infertility. Services and prescription drugs will be covered in accordance with the medical policy of the carrier [except that the employer will ensure that eligibility requirements do not discriminate against LGBTQ+ employees, for instance by defining infertility in a way that requires non-heterosexual couples to pay out of pocket for insemination before becoming eligible].

Coverage will be available to employee and covered [partner] only. Prescription drugs to treat infertility will be covered at the appropriate prescription drug co-payments. Company contribution toward this benefit will be limited to \$5,000 per eligible member per calendar year.

Medical Travel

- The National PPO Plan will, effective January 1, 2024 or as soon as administratively feasible, provide reimbursement for eligible travel costs necessary to obtain covered in-network medical procedures listed below and described in the Administrative Manual. Medical travel expenses will be covered in accordance with the medical policy of the carrier.
- Reimbursement will be limited to \$2,000 per member per calendar year.
- Reimbursement will apply only in situations where members do not have access to a covered medically necessary in-network procedure within 150 miles of their home address.

¹¹ *Benefit Plans and Agreements between UAW and the Ford Motor Company, Vol. II: Retirement Plan, Insurance Program*, 510-511, Oct. 25, 2023, <https://uaw.org/2023fordcontract/vol-2/#p=Cover>.

- Covered medical procedure categories:
 - Behavioral health services
 - Cancer treatment
 - Cardiac services
 - Maternity/reproductive health services
 - Musculoskeletal procedures
 - Pregnancy termination (abortion)
 - Rare condition treatment
 - Gender-affirmation care
 - Weight reduction/bariatric procedures
- Prior authorization must be obtained from the carrier in advance for benefits to be approved.

III. LEAVE POLICIES

Many union contracts provide workers with various types of leave, but these leave policies are often based on assumptions that employees are heterosexual and cisgender. It is important for unions to ensure that leave policies are inclusive and equitable for LGBTQ+ workers.

C. Definition of Family for Sick Leave & Bereavement Leave

Contractual definitions of “family,” which are used for determining eligibility for, among other things, sick leave and bereavement leave, are often based on a very limited, “traditional” notion of a family. Expanding definitions of family to include LGBTQ+ families and chosen family relationships allows all workers to be able to use leave time to care for the people they love.

Key Points

- **Family should be defined with gender neutral, inclusive terms and a non-exhaustive list:** “Family” should be reasonably well defined in order to minimize management discretion and/or contract disputes. However, it is difficult to establish a standard that is both well-defined and inclusive of the diversity of familial relationships. To balance these competing interests, we recommend bargaining an inclusive and gender-neutral standard, and a non-exhaustive list of relationships that meet that standard.
- **Minimize documentation requirements:** Requirements of employees to provide supporting documentation to prove relationships should be minimized.



Sample Contract Language

Definition of “Family Member”¹²

A family member shall include any individual related by blood, marriage, civil union, adoption, or affinity whose close association with the employee is the equivalent of a family relationship. Examples of family members include, but are not limited to, the employee’s:

- a. spouse or unmarried partner;
- b. children (including adopted, foster, step, chosen, and children to whom the employee stands in loco parentis);

¹² This is a combination of the contract language in the Pride at Work bargaining guidance and the CEA bargaining guidance, p. 21.

- c. parents, grandparents, great-grandparents, grandchildren, great-grandchildren (including adopted, foster, step, chosen, and those to whom the employee stands in loco parentis or who stood in loco parentis to the employee when the employee was a child);
- d. siblings of parents and their spouses, and cousins (including adopted, foster, step, and chosen);
- e. a person for whom the employee is responsible for providing or arranging health or safety related care;
- f. a person residing in the employee's household;
- g. a person whose close association with the employee is the equivalent of a family relationship.

D. Parental Leave

The United States is one of very few countries that does not require any paid parental leave. Although some states have created paid parental leave programs, at the federal level, the Family & Medical Leave Act (FMLA) only requires that eligible employees at covered employers receive up to 12 weeks of unpaid leave. Unions can bargain better standards to provide workers with the time off they need to care for and bond with a new child. When doing so, unions must be sure to consider the unique needs of LGBTQ+ families.

Key Points

- **Inclusive and gender-neutral language:** Language should be gender neutral and LGBTQ+ inclusive. Use terms like “parental leave” rather than “maternity leave” or “paternity leave,” and “birthing parent” rather than “mother.”
- **Include different family structures and ways of building families:** Eligibility for leave should be inclusive of all parents, and account for different family structures and ways a child can join a family (i.e. adoption, surrogacy, and fostering).

Sample Bargaining Language

AFSCME Locals 3800 & 3801 Contract with the University of Minnesota¹³

Parental Leave

A. Parental leave is available to an employee, regardless of gender, on 50% appointment or greater, becoming a parent through birth, adoption, or gestational surrogacy or to an employee who is a gestational carrier. Upon request, eligible employees may take six (6) weeks paid leave related to the birth, adoption, or gestational surrogacy of a child.

The parental leave will begin at a time requested by the employee, but not more than two weeks prior to the due date or adoption event, and no later than thirteen (13) weeks after the birth or adoption event. In the case where the child must remain in the hospital longer than the birth parent, the leave must begin no later than thirteen (13) weeks after the child leaves the hospital.

¹³ *Collective Bargaining Agreement Between the University of Minnesota and AFSCME Locals 3800 & 3801, Council 5, AFL-CIO, Clerical & Office Unit*, pp. 48-49, July 1, 2022 through June 30, 2025, https://www.afscmemn.org/system/files/local_3800_and_3801_u_of_m_clerical_2022-2025.pdf.

Employees are encouraged to talk to the responsible administrator/ supervisor regarding taking parental leave as soon as possible. This leave must be taken [] during the term of appointment.

Employees may be eligible for other leaves that occur prior to or after parental leave under other applicable administrative policies, governing documents, or contracts.

During the parental leave, medical coverage will continue to be available for the employee and any dependents under any group insurance policy, group subscriber contract, or health care plan in existence at the time of leave. While on paid leave, the continued coverage will be provided on the same basis as available to the employee during the course of employment.

B. An unpaid parental leave of absence shall be granted to an employee for a period of up to six (6) months when requested in conjunction with the birth or adoption of the child. This leave may, upon request of the employee, be extended or renewed for a period not to exceed six (6) months with Department Head approval.

IV. SAFE SCHOOLS FOR LGBTQ+ STUDENTS

Many of the attacks on LGBTQ+ rights in the United States in recent years have been directed at students and the education they receive. Education unions can play a vital role in protecting LGBTQ+ students by negotiating contracts that protect students' rights and dignity.

Key Points

- Include students when bargaining for rights for LGBTQ+ staff: In addition to considering contract language specifically aimed at students, like that in this section, unions can include students when bargaining for protections for LGBTQ+ staff. For instance, the language in this guide in Sections I (Right to be Out and to Support Students at School), V (Inclusive and Accessible Bathrooms and Other Facilities), and VI (Dress Codes, Uniforms, and Grooming Policies) includes protections for students.
- Be aware of legal restrictions: Some state and local laws specifically target safe schools for LGBTQ+ students, and CBAs cannot provide rights that are specifically barred by law, so it is important for negotiators to be aware of state and local restrictions.¹⁴

Sample Contract Language

Chicago Teachers Union Contract Proposal¹⁵

46-13. LGBTQ+ Safe Schools. The parties share the goal of school being a place where the identities of students and staff are respected, valued, and affirmed. We must also respect students' privacy, especially if parents or family members do not know how students identify or express their identity. Similarly, while it is important for staff members to use peoples' preferred names and pronouns, we also know that it is possible to make mistakes unintentionally. In general, we should assume best intentions, but recognize that impact must be addressed and people should continually work to improve.

With goals and caveats outlined above, the parties agree to the following:

46-13.1. The Board shall follow the CPS guidelines regarding transgender and gender non-conforming students. The Board shall negotiate any adjustments to these guidelines with the union.

46-13.2. The Board will adopt and maintain privacy policies that explicitly assert the confidentiality of information



¹⁴ Information about state laws on various issues impacting LGBTQI+ students rights can be found at Movement Advancement Project, *Snapshot: LGBTQ Equality by State*, last visited Apr. 29, 2025, <https://www.lgbtmap.org/equality-maps>.

¹⁵ *Chicago Teachers Union Initial Contract Proposal*, p. 129-130, April 16, 2024, <https://www.ctulocal1.org/wp-content/uploads/2024/06/CTU-Initial-CPS-Contract-Proposal-2024-04-16.pdf>.

pertaining to students' sexual orientations and gender identities. No bargaining unit member will be required to reveal a student's sexual orientation or gender identity without the student's permission—even to the student's family.

46-13.3. The Board shall use bargaining unit members' preferred names and pronouns at all times. The Board will encourage all staff to use students' personal name and preferred pronouns, specifically distinguishing student preference in the classroom versus when communicating home to families in order to respect students' privacy. Employees will be encouraged to ask students about how staff should refer to the student when interacting with family members before all events that include family members.

46-13.4. The PPC shall select a volunteer staff member to serve as a gender support coordinator. The gender support coordinator will be given digital space on the website to post contact information, frequently asked questions, and support resources for LGBTQ+ students and families. The gender support coordinator will be given release time to attend relevant professional development. The Board shall be an ally to any gender support coordinator and provide support and protection to members teaching LGBTQ+/intersectionality topics should a member of the school community disagree with the trained educators teaching on these subjects.

46-13.5. Each school shall have one or both of the following: a gender support coordinator, LGBTQ+ lead/specialist. The Board shall provide a stipend and training for bargaining unit members who supervise a gender & sexualities alliance and/or are the LGBTQ+ lead/specialist.

46-13.6. Each school shall have the option to expand their LGBTQ+ faculty support team with up to five (5) members. The Board shall fully fund the LGBTQ+ faculty support team with training and stipends for the work they do in each school.

46-13.7. The Board shall create a network position for an LGBTQ+ lead in each network to address the need for more LGBTQ+ support across the district. The LGBTQ+ lead shall have the authority to enforce the CPS policy on supporting transgender and gender nonconforming students and be responsible for enforcing gender support plans. The LGBTQ+ lead shall have the authority to approve school based GSAS and expand library book and curriculum offerings for schools within their network.

46-13.8. The Board will adopt and maintain anti-bullying policies that include language that specifically prohibits harassment based on gender identity, sexual orientation, and gender expression. The policies will give examples of harassment based on actual or perceived sexual orientation and gender identity.

46-13.9. The Board shall ensure that all counselors, clinicians, social workers, psychologists, and other wellness staff/clinicians are queer competent and trained annually on LGBTQ+ issues as a qualification of their job description. Any additional training shall be provided upon request.

46-13.13. The Board shall provide mental health care coverage for students and families.

V. INCLUSIVE AND ACCESSIBLE BATHROOMS & OTHER FACILITIES

Adequate access to bathrooms, changing facilities, and locker rooms that are consistent with one's gender identity is essential to including and respecting the dignity of transgender and gender non-conforming workers, students, and school visitors. This issue is especially important for unions to take up as restricting bathroom access has been used by some politicians who target transgender people to stoke fear and division for political gain.



Key Points

- **All-gender facilities:** Establishing access to all-gender bathrooms and other facilities is the gold standard for inclusion as it is inclusive of all LGBTQ+ people.
- **Right to use facilities that align with gender identity:** It is likely that many employers will continue to maintain some gender-segregated facilities. To the extent that gender-segregated facilities exist, CBAs should explicitly state that people have the right to use the facilities that align with their gender identity, regardless of their sex assigned at birth.
 - Please note this may not be permitted under state law for certain workplaces such as K-12 schools or government buildings. Be sure to [check whether your state has any such laws regulating bathroom access](#).¹⁶ If so, establishing access to all-gender facilities is particularly important.
- **Frame as a right for everyone:** Framing bathroom access as a right of all workers, and also students and visitors -- rather than an accommodation for transgender and gender non-conforming workers -- can be useful in demonstrating how LGBTQ+ justice benefits everyone.

Sample Contract Language

Inclusive and Accessible Bathrooms and Other Facilities¹⁷

To the extent possible, Employer shall provide all employees, students, and visitors with timely and regular access to clean, sanitary, safe, and functional all-gender restrooms and all-gender equivalents to locker rooms and any other facilities that are otherwise segregated by gender. All-gender facilities will be clearly marked, ADA compliant, and accessible without extra permission in the same manner as gender-segregated facilities. To the extent gender-segregated facilities exist, employees, students, and visitors shall have the right to use the facility that best aligns with their gender identity. No employee will be disciplined for needing to use the restroom.

¹⁶ Movement Advancement Project, *Bans on Transgender People Using Bathrooms and Facilities According to Their Gender Identity*, last visited May 12, 2025, https://www.lgbtmap.org/equality-maps/youth/school_bathroom_bans.

¹⁷ Adapted from Pride at Work bargaining guidance and CEA bargaining guidance, p. 17.

VI. DRESS CODES, UNIFORMS, AND GROOMING POLICIES

LGBTQ+ inclusivity requires that employees have the right to dress and present themselves consistent with their gender identity. Unions must ensure that any employer dress codes, uniforms, and/or grooming policies do not inhibit this right.

Key Points

- **Policies applicable to everyone:** Any employer dress code, uniform, and/or grooming policy must be equally applicable to all employees, regardless of gender. Strong non-discrimination language may also be used to prohibit gendered policies, but language explicitly requiring policies be equally applicable to all will provide stronger protection.
- **Policies should not disproportionately affect particular groups:** Employers also should be prohibited from implementing dress codes, uniforms, or grooming policies that are equally applicable on paper but have the effect of primarily regulating the appearance of particular groups, including women, non-white people, people whose religions require specific forms of dress or grooming, or LGBTQ+ people.
- **Policies applicable to students:** The same inclusive principles should apply to dress codes, uniforms, and grooming policies for students, although student dress codes, etc. may not be exactly the same as those for employees.

Sample Contract Language

Dress & Grooming Policies¹⁸

Any Employer dress code, uniform, or grooming policy shall be equally applicable to all employees[, except to the extent employees in different positions may have different uniforms or dress codes appropriate to the activities required by their jobs]. Employer shall not adopt or enforce any dress code[, uniform,] or grooming policy that perpetuates stereotypes or has a disproportionate impact on any class of employees defined by race, religion, national origin, sex, sexual orientation, gender identity, transgender status, or disability. Employer shall not adopt or enforce any dress code or grooming policy that infringes upon employees' right to wear union insignia or otherwise express union support.

[Any school dress code, uniform, or grooming policy for students shall be equally applicable to all students, although a dress code, uniform, or grooming policy for students may not be the same as that for employees. Schools shall not adopt or enforce any dress code, uniform, or grooming policy for students that perpetuates stereotypes or has a disproportionate impact on any group of students defined by race, religion, national origin, sex, sexual orientation, gender identity, transgender status, or disability.]

¹⁸ Pride at Work bargaining guidance.

VII. CHOSEN NAMES AND APPROPRIATE PRONOUNS IN EMPLOYER DOCUMENTS

Respecting the dignity of transgender workers requires using workers' chosen names and the appropriate pronouns with which they identify. The right to be called by one's chosen name and appropriate pronouns is already covered by the general "Protections Against Discrimination and Harassment" and "Right to be Out" language in Section I above.

However, special problems can arise in name and pronoun usage in employer documents, particularly where an employee has transitioned while employed, or where their chosen name is different from their legal name. Unions should bargain language that maximizes workers' rights to demand that employer documents reflect their chosen name and include their pronouns if desired.

Key Points

- **Public-facing and other documents where legal names are not required:**
 - Any document that can be viewed by the public or by colleagues should use an employee's chosen name.
 - Employees should also have the right to include the pronouns with which they identify in public facing documents.
 - The right to update one's name and gender should be based exclusively on the employee's choice and should not require any documentation or certification for documents where it is not necessary to use an employee's legal name.
 - Employees should have the right to update any photos of themselves upon request.
- **Documents requiring legal name:** The employer may need to use an employee's legal name on certain documents (e.g. tax forms). Where this name is different than the employee's chosen name, the employer should be obligated to keep the employee's legal name confidential as it may be a transgender worker's "dead name" and revealing it may violate the employee's privacy.
- **Union recordkeeping:** Note that employer documents and records may also have implications for unions' recordkeeping. Unions should institute similar standards for updating members' name and gender in their records and ensure that these records align with bargaining unit information provided by the employer.

Sample Contract Language

Chosen Names and Pronouns¹⁹

Employer shall use employees' chosen names on all documents that can be viewed by other employees and the public, including, but not limited to, ID badges, email addresses, email signatures, and organizational charts. Employees shall have the right to include their preferred

¹⁹ *Id.*

pronouns in public facing documents. Where an employee's legal name is different from their actual or chosen name, Employer will only use the employee's legal name in documents where necessary and ensure the name is kept confidential.

Upon request by an employee, Employer will update all employer records to reflect an employee's self-determined name and gender to the extent permitted by law. Upon request by an employee, Employer shall update any photographs of the employee, including, but not limited to, ID badges and employee directories.

Employer shall not require any employee to prove their gender identity or transgender status unless required by law. In cases where documentation is required, Employer shall not request any documentation from transgender employees that would not be requested from cisgender employees in similar circumstances.

VIII. HIRING PRACTICES

LGBTQ+ workplace equity requires that LGBTQ+ workers are being hired. Unions can and should push employers to adopt policies to attract LGBTQ+ applicants and evaluate whether those policies are successful in achieving a diverse workforce.

Key Points

- **Non-discrimination language should cover applicants:** The non-discrimination language provided in Section I above protects applicants as well as employees. Language must prohibit discrimination on the basis of “sex,” “sexual orientation,” “gender identity,” and “gender expression,” among other protected categories.
- **Recruitment:** Unions should seek commitments from employers to recruit applicants from marginalized communities, including members of the LGBTQ+ community. Unions might also bargain more specific recruitment practices, such as posting job openings and/or hosting recruitment events in specific places that are designed to reach qualified LGBTQ+ workers.
- **Data and privacy protections:** Solicitation of demographic information of applicants can be an important tool to evaluate whether the employer’s recruitment and hiring practices are actually producing more diverse applicant pools. However, it is essential to respect everyone’s right to choose whether or not to disclose demographic information such as sexual orientation, gender identity, and transgender status.



Sample Contract Language

Hiring²⁰

[Non-discrimination language in contract should cover applicants as well as employees]

Employer and Union are committed to non-discriminatory hiring practices that will promote diversity and equity in the workplace and provide opportunities for internal advancement for bargaining unit members. Employer will seek a diverse applicant pool by actively recruiting women, people of color, LGBTQIA+ individuals, people with disabilities, and members of other historically marginalized groups.

A voluntary demographic survey will accompany all applications that will allow applicants to self-report their race, ethnicity, sex, gender identity, sexual orientation, and disability status. Applicants will have the option to refuse to disclose any demographic information they wish, and

²⁰ *Id.*

such refusal shall not impact the applicant's consideration in any way. Within 30 days of hiring to fill a position, Employer will provide the Union a report on the demographic composition of the applicant pool.

Saint Paul Federation of Educators Proposal²¹

Recruitment and Affinity Group.

The District will continue current practice in recruitment and retention of educators who identify as LGBTQIA+. In addition, the District will allocate \$20,000 per contract year for the purpose of providing support and development of members who identify as LGBTQIA+ in School and Community Service Professional, Educational Assistant and Teacher Affinity Groups. A committee composed of equal members of the District and members of all bargaining units of the Federation will determine how the allocated money shall be used.

Mount Vernon School District No. 320 and Mount Vernon Education Association (WA) CBA²²

Attracting and Retaining Diverse Education Staff

The District and Association have a shared interest in attracting and retaining educators of diverse backgrounds, including Black, Indigenous, and People of Color (BIPOC), and members of the Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ+) community. To this end, the District and the Association agree to create and sustain the following structures and practices to support diversity in hiring:

a. University Partnership Programs

The District will identify and cultivate relationships with university programs and organizations that include BIPOC and LGBTQ+ preservice teachers in order to attract applicants and internship candidates from these populations.

²¹ Saint Paul Federation of Educators, Proposal #28, Oct. 26, 2023, <https://www.spfe28.org/wp-content/uploads/2023/10/SPFE-Proposal-28-Gender-Equity-and-LGBTQIA-Affinity-Group.pdf>.

²² Mount Vernon School District No. 320 and Mount Vernon Education Association, p. 8, Sept. 1, 2023 – Aug. 31, 2025, <https://mountvernonea.org/Documents/23-25%20MVEA%20CBA.pdf>.

IX. TRANSITION SUPPORT PLANS

Some unions have taken the approach of bargaining contract provisions that can be invoked by a worker who wants to transition, is transitioning, or has transitioned in order to support the worker's transition. Such provisions may empower transgender workers to safely come out at work and provide a more straightforward process of social transition.

Key Points:

- **Transitioning worker makes decisions about their own transition:** Maximum agency should be given to the transitioning worker, including the right to choose whether to invoke the transition support contract provision, absolute discretion over matters involving disclosure, and maximum participation in all decision making.
- **Flexibility:** There is no one-size-fits all approach to transitioning. Each transgender worker has unique needs, preferences, and experiences. Contract language should be flexible enough to accommodate these differences.
- **Key areas:** Key areas to address may include: whether and how to inform colleagues about the worker's identity, chosen name, and pronouns; whether and how to provide training to management, supervisors, and coworkers about transgender inclusivity, including anti-harassment obligations and bathroom policies; ensuring affirming access to bathroom facilities (if not already addressed elsewhere); and updating employer documents (if not already addressed elsewhere).

Sample Contract Language

Transition Support Plans²³

Any employee who intends to begin gender transition, is currently in the process of gender transition, or has already completed gender transition, regardless of whether the employee has received any therapy or medical care, may request a Transition Support Plan. Upon the employee's request, and with the full participation of the employee in any negotiations, the employer and the union will mutually agree upon a Transition Support Plan that shall include:

- Whether and how coworkers shall be notified of the employee's transgender status, preferred name, and pronouns. Under no circumstances will the employee's transgender status be disclosed without the employee's consent.
- Whether to provide training to managers, supervisors, and coworkers, and the content of such training.
- Any necessary accommodations to ensure the employee has adequate access to bathrooms and other facilities that affirm the employee's gender identity.
- The process for updating the employee's name, pronouns, and photograph in all employer documents to the extent permitted by law.
- How to encourage non-employees to use the employee's preferred name and pronouns if such encouragement is desired by the employee.

²³ Id.

X. GENDER-NEUTRAL LANGUAGE

Unions should use gender neutral language throughout their contracts to promote gender equity and inclusivity of transgender and non-binary workers. Often, using gender neutral language will have the added benefit of being more precise as well.

Key Points

- **Pronouns:** For pronouns, we recommend using the singular “they” rather than “he or she” because it is inclusive of non-binary workers. The primary drawback of this strategy is that “they” can be either plural or singular,^E so special attention should be paid to ensure language remains precise.
 - Although not essential, some unions opt to include contract language that makes their choice to use the singular “they” explicit, which may aid in certain contract interpretation disputes.
- **Gender neutral language:** Contract provisions regarding pregnancy, parenthood, and other family relationships are areas where gendered language is particularly common. Use gender neutral terms like “pregnant employee,” “birthing parent,” and “spouse” in order to be inclusive of non-binary and transgender workers and workers in same-sex relationships.

Sample Contract Language

Gender Neutral Language²⁴

The employer and the union are committed to gender inclusivity. As part of this commitment, the parties have used “they,” “their”, and “them” as singular, gender-neutral pronouns throughout this agreement.

²⁴ *Id.*

XI. LABOR MANAGEMENT COMMITTEES

Building and maintaining an inclusive workplace for LGBTQ+ workers requires ongoing work beyond a single contract negotiation. It may be appropriate to establish a labor-management committee to evaluate policies, make policy recommendations, and respond to new and ongoing equity concerns, or to assign such responsibilities to an existing labor management committee.

Key points

When establishing an effective labor management committee, unions should be sure to clearly state the purpose and goals of the committee, the authority of the committee, the committee's composition, the frequency of meetings, how agendas are to be decided, and how minutes are to be reported.

Sample Contract Language

Lake Elsinore USD & Lake Elsinore Teachers Association MOU²⁵

Joint LGBTQ Steering Committee

The District and Association hereby agree to establish a joint LGBTQ Steering Committee to work together and to meet the diverse needs of the District's LGBTQ population and to comply with Federal/State laws and regulations. This joint LGBTQ Steering Committee shall provide a collaborative structure to provide input and be part of the review process to address and support the needs of the LGBTQ community including, but not limited to:

- Incorporating LGBTQ instruction into curriculum
- Supporting LGBTQ community members, including students and staff

Therefore, the parties agree to establish a joint LGBTQ Steering Committee composed primarily of educational practitioners selected by LETA (up to five members and a co-chair) along with an equal number of members appointed by the District. This committee shall be co-chaired jointly by a LETA representative and District representative and convene starting in the fall of 2019 and continue to meet on a schedule determined by the committee. The committee will make recommendations to the appropriate entities.

²⁵ *Memorandum of Understanding Between Lake Elsinore Unified School District and Lake Elsinore Teachers Association (CA)*, Oct. 11, 2021.

XII. ACADEMIC FREEDOM AND INCLUSIVE CURRICULA

In the last several years, many states and local districts have passed laws or issued rules that aim to restrict the ways educators can teach certain subjects, particularly the history of racism or sexism in America, and topics related to sexual orientation or gender identity. As a general rule, however, these restrictions do not change the underlying state standards that require students to be taught to think critically and to learn all of U.S. history, including how racism and sexism has fueled much of that history. NEA's guidance document [Educator Rights to Teach Sensitive Topics](#) contains general advice for educators who are teaching subjects that they know may be controversial in their community.²⁶ NEA has also published state-specific [Know Your Rights guides](#) which educators can reference to find out more about what their state's laws prohibit and allow.²⁷ Because this is an evolving area of law, and the policy and enforcement positions of federal agencies (including the Department of Justice, EEOC, and Department of Education's Office for Civil Rights) have reversed in some cases and are continuing to change, you should always consult with your union or legal counsel to make sure you know the current law in your state and any district or institutional policies that may apply.

Key points

- **Be aware of legal restrictions:** A CBA cannot give educators the freedom to teach in ways that are prohibited by state or local law or school district rules, so it is important for negotiators to be aware of state and local restrictions. In addition to the NEA resources listed above, the Movement Advancement Project has a [state-by-state guide to “Don’t Say Gay or Trans” school censorship and LGBTQ curricular laws](#), in addition to many other legal topics.²⁸
- **CBA provisions should state broad principles and also provide helpful guidance for educators:** A CBA cannot answer every question about what an educator can say or what books they can use, but it can and should state broad principles about the importance of academic freedom. It should also provide educators with guidelines about how they should proceed in presenting controversial issues to their students. Common guidelines are:
 - Lessons must relate to the subject of the class or to the official curriculum;
 - Lessons and instructional materials must be appropriate for the students' age;
 - In discussing controversial topics, teachers must be fair, balanced, and not advocate a particular viewpoint;

²⁶ NEA, *Legal and Employment Guidance: Educator Rights to Teach Sensitive Topics*, Apr. 4, 2023, <https://www.nea.org/resource-library/educator-rights-teach-sensitive-topics>.

²⁷ NEA, *What States are Censoring Educators and Trying to Stifle Inclusive Education Practices?*, Updated Jan. 10, 2023, <https://www.nea.org/resource-library/teach-truth-know-your-rights-faq>.

²⁸ Movement Advancement Project, *Equality Maps: LGBTQ Curricular Laws*, last visited April 8, 2025, <https://www.lgbt-map.org/equality-maps/curricular-laws>.

- CBAs may require teachers to clear controversial lessons with administrators before giving them. Such provisions, however, can be problematic and should be limited where possible to exclude lessons aligned with state standards even about topics that some may consider controversial. In addition, the fact that educators previously taught similar lessons without concerns being raised should be a safe harbor and prevent claims that similar lessons are now controversial.²⁹

Sample bargaining language

Chicago Teachers' Union Contract Proposal³⁰

44-43. Academic Freedom. It is the intent of the parties to assure that teachers enjoy academic freedom in the District. Academic freedom shall mean that teachers are free to present instructional materials which are pertinent to the subject and level taught, within the outlines of appropriate course content and within the planned instructional program, as determined by normal instructional and/or administrative procedures and as finally approved by the Administration of the District. Academic freedom shall also mean that teachers shall be entitled to freedom of discussion within the classroom on all matters which are relevant to the subject matter under study and within their area of professional competence, assuming that all facts concerning controversial issues shall be presented in a scholarly and objective manner, and assuming that all discussion shall be maintained within the outlines of appropriate course content, be pedagogically justifiable and be subject to standards of good taste.

Any allegation that there has been a violation of academic freedom shall be processed through the grievance procedure provided by this AGREEMENT, up to but not including the arbitration step of the procedure.

It is the intent of the parties that this Article shall not apply to routine differences of opinion or disagreements among the faculty or between the faculty and the Administration regarding curriculum, methodology, selection of materials or conduct of classroom teaching and shall not apply to criticisms and critical analysis resulting from the normal evaluation of classroom teaching performance, but shall be utilized only to process claims that academic freedom, as defined in paragraph 1 above, has been clearly and positively breached by some specific, definitive act or order of the Administration of the District.

44-43.1. Teacher Curriculum Determination Rights. Teachers are empowered to determine which units and daily lesson plans are useful to meet their learning goals and objectives.

- a. Where a teacher has an existing curriculum and uses it successfully to meet state and district learning objectives, teachers will not be forced to adopt a district mandated curriculum (i.e. Skyline) or constitute its parts.

²⁹ NEA, *Legal and Employment Guidance: Educator Rights to Teach Sensitive Topics*, Section titled "Discussing Controversial Issues in Class," Apr. 4, 2023, <https://www.nea.org/resource-library/educator-rights-teach-sensitive-topics>.

³⁰ *Chicago Teachers Union Initial Contract Proposal*, Art. 44, p. 113-114, April 16, 2024, <https://www.ctulocal1.org/wp-content/uploads/2024/06/CTU-Initial-CPS-Contract-Proposal-2024-04-16.pdf>.

- b. Even where a school has decided to use a district provided curriculum, individual educators are under no obligation to implement said curriculum as a whole and can choose what works best for their students' needs and meet the learning objectives based on Common Core State Standards and Next Generation Science Standards, state mandates on Black history, genocide and Holocaust study, Disability Rights Movement, LGBTQ contributions, culturally responsive teaching and learning standards, Reparations Won, CPS on interdisciplinary Latin American studies, TEAACH ACT, Native American history, and antiracist curriculum, etc.
- c. Where a district mandated curriculum has been implemented, teachers should have access to all of the materials related to the curriculum prior to the beginning of the school year and be given the capability to modify lessons and assessments for students with disabilities and multilingual learners.
- d. Teachers shall not be coerced, retaliated against, or disciplined for using their preferred curriculum and materials.
- e. The BOARD shall make all district mandated curriculum training available during work hours.
- f. The BOARD shall reallocate future expenditures for district wide curriculum to provide schools with their preferred high quality curriculum options.
- g. The BOARD shall conduct an equity survey to determine which schools have been mandated to use a district wide curriculum such as Skyline.

Los Angeles Unified School District and United Teachers Los Angeles Agreement³¹

ARTICLE XXV ACADEMIC FREEDOM AND RESPONSIBILITY

1.0 Lesson Content: In the investigation, presentation and interpretation of facts and ideas within the prescribed course of study, teachers shall be free to examine, present and responsibly discuss various points of view in an atmosphere of open inquiry, provided that the instruction, material, or discussion:

- a. is appropriate to the age and maturity level of the students;
- b. is related to and consistent with the prescribed curriculum, course of study, and textbook/ materials for the class in question; and
- c. is a fair and balanced academic presentation of various points of view consistent with accepted standards of professional responsibility, rather than advocacy, personal opinion, bias or partisanship.

1.1 Guest Speakers: Teachers may invite guest speakers to address their classes. They shall request approval by the site administrator as soon as possible or, in unusual circumstances, no later than 48 hours prior to the proposed appearance. The administrator shall as soon as possible, and no later than 24 hours prior to the proposed appearance, approve or disapprove the guest speaker, after considering the following factors:

³¹ 2022 – 2025 Agreement Los Angeles Unified School District and United Teachers Los Angeles, ARTICLE XXV, pp. 259-260, <https://utla.net/app/uploads/2023/12/FINAL-CBA-2022-2025-UTLA-Contract-1.pdf>.

- a. expertise; competency of the proposed speaker to address the proposed subject, including the speaker's experience, training and
- b. the educational value of the proposed program or address; and
- c. whether the proposed presentation, in the context of the teacher's overall instructional program, is consistent with the standards of Academic Freedom and Responsibility contained in Section 1.0 above. If the proposed guest speaker meets all of the criteria of 1.0 and 1.1 except 1.0 c., the proposed presentation may nonetheless be approved if the overall presentation in question adequately presents the opposing points of view (e.g., by providing a balancing advocate speaker, film, etc.).

1.2 Appeal Procedure: If lesson content (including instructional materials, publications, videotapes, films, graphics, etc.) or a proposed guest speaker is the subject of a challenge or complaint to the site administrator by a student, parent, administrator or other person, the teacher shall be given appropriate notice and a reasonable opportunity to respond. Such a response shall be given (either verbally or in writing) in a private conference between the employee and the site administrator. If the lesson content or speaker is disapproved or restricted by the site administrator or other District administrator, the reason(s) therefore shall, upon verbal request, promptly be provided to the teacher in writing.

The teacher shall have the right to appeal any such determination(s) including the right to a hearing before the Region Superintendent or Designee.

1.3 This appeal procedure is intended to provide an avenue for review of administrative restrictions which have not resulted in disciplinary action or unsatisfactory evaluation or in critical material placed in the personnel file.

Nothing herein shall preclude recourse to the grievance procedure for matters which are otherwise grievable under Article X, Evaluation and Discipline.

XIII. PROFESSIONAL DEVELOPMENT AROUND LGBTQ+ IDENTITIES

Professional development around LGBTQ+ identities can improve educators' knowledge of these issues, allowing them to better support their LGBTQ+ students and colleagues, and to educate all students about the diversity of human experience.

Sample contract language

Professional Development Around LGBTQ+ Identities³²

In an effort to create and maintain a culture of inclusivity in our schools, The district shall:

1. Offer a training of at least __ hours in length on the best practices for creating an inclusive classroom and school environment for LGBTQ+ students and employees. The district shall offer this training at least annually on dates and times that are convenient for most employees to attend, shall make this training available to all employees who want to attend, and shall provide employees with time off from their regular duties if necessary to enable their attendance.
1. Require all newly hired administrators to attend a training on the best practices for creating an inclusive classroom and school environment for LGBTQ+ students and employees within one (1) year of the administrators' hiring by the district and require all currently employed administrators to attend such training within one (1) year of the adoption of this provision.
3. Collect and maintain in a location accessible to all employees a list of LGBTQ+ resources that employees can offer to, or use to support, LGBTQ+ students.

³² CEA bargaining guidance, p. 24.

**For more information, contact NEA Collective
Bargaining and Member Advocacy**
CollectiveBargaining@nea.org.

