NEA - Collective Bargaining and Member Advocacy Department (CBMA)

A Systemic Approach to Safe & Compassionate Work Environments

Language for CBAs, MOUs & School Board Policies

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INTRODUCTION

NEA's Collective Bargaining and Member Advocacy (CBMA) department developed this document to assist affiliates with creating a safe and compassionate work environment for members. CBMA recommends negotiating contract language to address the urgent needs of members, especially the most vulnerable, and the common issues that affect members' overall health and well-being. Even in states without collective bargaining statutes, NEA locals can work with school boards to enact policies that support our members' health and well-being.

CBMA recommends a few preliminary steps to using this guide:

- Review state bargaining laws to determine the scope of bargaining, noting which subjects are mandatory, permissive or prohibited. In states without a bargaining statute, it's important to know whether bargaining is expressly prohibited. In all states, leaders should be looking for new avenues to create and sustain change.
- Review current contract or policy language to identify existing rights and protections, and areas that can be improved. Subsequently, enforce those rights through the grievance process, complaint procedures, and/or statutory methods for resolution.

As always, all recommended language should be considered within the context of your state, your existing collective bargaining agreement, and your local bargaining environment.

BENEFITS

Mental Health

A survey released in October 2022 found that K-12 public school educators were the most likely profession to report higher levels of anxiety, stress, and burnout – and 55% are ready to leave the profession early. This mental health burnout leads to worker dissatisfaction and exacerbates the educator shortage. NEA has identified employer-provided comprehensive and affordable health insurance as one important solution to reducing the educator shortage, and high-quality mental health care for our members and their families is a crucial component of comprehensive health benefits.

Comprehensive mental health care coverage includes medical (e.g., psychiatry) and mental health services (e.g., outpatient therapy), prescription medications, preventative/wellness care, mail delivery for prescription drugs, telehealth services, alcohol and substance abuse treatment, and providing access to a robust provider network. Such comprehensive coverage must also be affordable and not cost-prohibitive.

NEA recognizes the impact of the mental health crisis in schools across the country and has developed resources promoting solution-oriented advocacy to support students and educators, including guidance for bargaining.

Recommendations for Bargaining

- Review and analyze mental health benefits to ensure robust coverage of mental health services including preventative and wellness care
- Ensure health plan(s) maintain an extensive group of in-network providers
- Ensure no waiting periods for mental health coverage
- Ensure coverage for telehealth services
- Ensure comprehensive coverage of medications utilized for mental health and obtain/retain mail delivery for prescriptions
- Ensure sufficient paid leave that can be used to take time off for mental health treatments
- Negotiate an employer-provided Employee Assistance Program (EAP) to supplement existing medical benefits
- Negotiate wellness programs to supplement existing medical benefits

Reproductive Health

On June 24, 2022, the United States Supreme Court ruled in Dobbs v. Jackson Women's Health Organization (hereafter referred to as "Dobbs") to overturn Roe v. Wade (hereafter referred to as "Roe") and Planned Parenthood v. Casey (hereafter referred to as "Casey") in a 5-4 decision. By overruling Roe and Casey, Dobbs held that the United States Constitution no longer protects the right to abortion and therefore leaves the issue of abortion to the states.

In addition to bans on abortion services, the broad implications of Dobbs are apparent in the ways that some states are legislating around additional reproductive and other health services, such as contraception, the right to travel for medical care, prescription medications, mail order prescription medications, telehealth, and privacy.

NEA supports bargaining for broad comprehensive reproductive health care coverage. Where bargaining does not occur, efforts should be made through joint-health care committees, board policy, or other advocacy means to ensure quality reproductive health care coverage.

Legal rights and requirements vary from state to state and may depend on specific facts. For legal advice, please contact your legal counsel.

Sample Language

Source: NewsGuild-CWA Proposal

Section 1.

All health plans offered to bargaining unit members shall cover comprehensive sexual and reproductive healthcare services, including contraceptives, abortion services (procedural and pharmaceutical) and gender affirming care. All plans shall include coverage of telehealth services, including treatment by out of state providers within the insurance plan network.

Section 2.

If any law prohibits core coverage for any of the required services listed above under a healthcare plan offered to bargaining unit members, the EMPLOYER shall provide an insurance rider to cover the services as medically necessary at no additional cost to bargaining unit members.

Section 3.

If the EMPLOYER is prohibited by law from providing a rider or there are no providers offering the above services within the plan network, the EMPLOYER shall cover costs for insurance plan participants to receive care from out-of-network providers at in-network coverage rates. In addition to direct medical expenses, the EMPLOYER shall cover all travel expenses that are necessary to receive such out-of-network services. The EMPLOYER shall maintain a fund for such purposes that is administered by the healthcare plan or another third party that will not share any identifying participant information with the EMPLOYER.

Reimbursement for other out-of-pocket costs

The EMPLOYER shall contribute the maximum amount allowed by IRS regulations to a healthcare FSA on behalf of each bargaining unit EMPLOYEE. EMPLOYEEs may, but are not required to contribute pre-tax dollars to the FSA. The EMPLOYER will further match EMPLOYEE contributions. Unused funds at the end of the plan year shall rollover to the next plan year as allowed under federal regulations. If rollover of funds is no longer allowed by regulation, the EMPLOYER shall provide the maximum allowable grace period for spending of FSA funds.

Privacy of Health Information

If proof of illness or medical treatment is required under the circumstances and in accordance with negotiated policies, the required documentation shall not include a diagnosis or type of treatment. Documentation shall only include the patient's name, provider's name, provider ID number, phone number, date of service, and any dates for which the provider recommends time off from work. Supervisors and other EMPLOYER representatives may not ask the EMPLOYEE for a reason for the use of sick time or whether it was to care for the EMPLOYEE or an eligible dependent.

In addition to any requirements that may apply under HIPAA, EMPLOYEE health information received by the EMPLOYER is strictly confidential and must be maintained in a confidential medical file that is maintained separate from the EMPLOYEE's personnel file. Such information shall not be disclosed or used for any purpose other than as necessary for the administration of benefits such as healthcare, sick time, FMLA.

The EMPLOYER shall not engage in surveillance of EMPLOYEE actions or communications in any medium or context, whether private or job related, concerning healthcare or other private medical matters.

If the EMPLOYER is served with a subpoena or any other legal process seeking access to EMPLOYEE health information, the EMPLOYER shall immediately notify the EMPLOYEE in writing.

LGBTQ+

With the attack on LGBTQ+ rights, affiliates should work to ensure that their LGBTQ+ members have equal access to employer health benefits offered to other employees and to benefits that meet their health needs.

Domestic Partner Coverage

Affiliates should ensure that domestic partners of LGBTQ+ members maintain access to health benefits under employer health plans.

Sample Language

Source: Graduate Employees' Organization at the University of Michigan, AFT Local 3550

If an EMPLOYEE does not already cover a spouse in the EMPLOYER's benefits plans, the EMPLOYEE may enroll one Other Qualified Adult (OQA) for benefit coverage if all of the following eligibility criteria are met:

- *EMPLOYEE is eligible for EMPLOYER benefits; and*
- *The OQA, at the time of requested enrollment, shares a primary residence with the EMPLOYEE and has done so for the previous 6 continuous months, other than as an EMPLOYEE or tenant.*

The following individuals are not eligible for participation in the OQA program if they are the EMPLOYEE or the EMPLOYEE's spouses:

- *Parents*
- *Parents' other descendants (siblings, nieces, nephews)*
- *Grandparents and their descendants (aunts, uncles, cousins)*
- *Renters, boarders, tenants, employees*
- *Children or their descendants (children, grandchildren)*

Dependent Children of an Other Qualified Adult

In addition to coverage for an OQA, an EMPLOYEE may also elect coverage for the eligible child(ren) of an OQA. The dependent children of an OQA are eligible for coverage through the end of the month they turn age 26.

Gender-Affirming Care

NEA's sample language for reproductive health benefits includes language covering gender-affirming care. However, even when health plans cover gender-affirming care, the treatments and/or procedures covered by plans can vary. Including language clarifying and identifying what constitutes gender-affirming care can ensure coverage of these services.

Please note that the legal landscape of state laws impacting access to gender-affirming care varies widely and is rapidly changing. On June 18, 2025, the Supreme Court ruled in *United States v. Skrmetti* that banning gender-affirming care for minors does not violate the U.S. Constitution's 14th Amendment equal protection clause; therefore, state laws restricting gender affirming care for minors may stand. We recommend staying up to date on state laws/policies, and legal developments regarding gender-affirming care to inform bargaining strategies.

Sample Language

Source: Agreement Between SEIU Local 509 Graduate Assistants And Tufts University 2023 – 2028 (MA)

Gender-Affirming Healthcare

The EMPLOYER shall provide healthcare coverage for certain gender affirming care including, but not limited to:

- *Gender-affirming hormone therapy*
- *Voice therapy*
- *Breast surgery ("top" surgery), including mastectomy*
- *Major and minor genital surgery ("bottom" surgery)*
- *Thyroid cartilage reduction*
- *PrEP Coverage. The EMPLOYER shall provide healthcare coverage of generic prescription drugs approved for use as Pre-exposure Prophylaxis (PrEP) for HIV as Tier 1 drugs.*

Fertility Benefits

Many LGBTQ+ people rely on fertility services to grow their family, however, it is common for fertility benefits to have eligibility requirements that exclude LGBTQ+ people, such as having a limited definition of infertility that disqualify some LGBTQ+ people from accessing fertility benefits. LGBTQ+ couples and individuals are more likely to use surrogacy or adoption to grow their family; as such, affiliates should push to expand benefits to cover or assist with these costs.

Sample Language

Source: United Steel Workers (USW,) Model Bargaining Language to Support 2SLGBTQIA+ Rights in the Workplace

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

Child Care

The United States is the only industrialized nation in the world without a system of childcare. Parents are left on their own to make difficult decisions about their most cherished loved ones and many, especially amongst those in the education profession, are forced to take on multiple jobs or even leave the profession. With educator shortages becoming increasingly more prevalent in states across the country, it is vital to find ways to address the childcare crisis.

Sample Language

Dependent Care Spending Account

A Dependent Care Spending Account (DCSA) option will be provided to all bargaining unit members. This account is a voluntary plan that allows an EMPLOYEE to set aside pre-tax dollars to pay for eligible dependent care expenses. The maximum DCSA annual contribution is [x dollars] but may be subject to change in accordance with the Internal Revenue Code and any other applicable law.

Emergency Back-up Care

Bargaining unit members are eligible for backup childcare options through [Example: Care.com, Bright Horizons]. The program provides for short-term emergency care in the event of illness and anticipated or unanticipated interruption of regular care (e.g., snow days, closed day care, absent caregiver). The benefit is offered at a discount rate for a maximum of [x] days per EMPLOYEE per year. Unused hours may not be carried over year to year.

Child Care Resources and Referral Sources

The EMPLOYER shall provide information, guidance, and assistance to members regarding resources, programs, and policies relevant to childcare including community childcare centers, family childcare providers, in-house caregivers, after-school programs, summer camp programs, and other childcare referral organizations and resources.

PAID LEAVE

The United States stands alone as the only developed country in the world without mandatory, paid medical, family leave, maternity leave, or parental leave. Workers in the United States are not guaranteed paid family or medical leave by federal law. However, 13 states have passed paid family and medical leave laws: California, Colorado, Connecticut, Delaware, Massachusetts, Maryland, Minnesota, New Jersey, New York, Oregon, Rhode Island, and Washington state, as well as Washington, DC. Since 1993, the only federal protection for workers has been through the Family Medical Leave Act (FMLA), which only provides for unpaid leave under certain circumstances and only for employees who meet eligibility criteria. Since FMLA leave is only available for a "serious medical condition," individuals may not have a statutory right to such leave to obtain certain services such as abortion unless medical complications arise. Therefore, employees would likely have to utilize their contractually provided paid or unpaid leave.

Leave policies often depend on defining and privileging certain personal relationships, they too often rely on heteronormative and cisnormative assumptions. It is also important to ensure that leave policies are inclusive and equitable for LGBTQ+ workers.

Family Leave

Sample Language

Source: Education Minnesota

Family Leave

EMPLOYEES shall have the right to a paid family leave of absence in connection with the birth, adoption, foster care placement, or care of a child, or for the care of a spouse, domestic partner, parent, father-in-law, or mother-in-law with a serious health condition.

1. *Notice of Intent to Take Family Leave*

   The EMPLOYEE shall provide the EMPLOYER one (1) months' notice before taking family leave in every case where it can be anticipated that a leave will be necessary. In emergencies, the EMPLOYEE is entitled to take family leave without prior notice if the EMPLOYER gives verbal notice to his or her supervisor so that arrangements can be made for covering the EMPLOYEE's assignment. In such emergencies, the

EMPLOYEE shall give written notice to the EMPLOYER within five (5) days after the beginning of the leave. As soon as possible, the EMPLOYEE shall consult with the EMPLOYER regarding the scheduling of the remaining leave.

2. *Length of Family Leave*

   EMPLOYEE may take up to four (4) months of family leave during the school year. Family leave may be broken into non-contiguous periods of as small as one (1) day.

   EMPLOYEES shall be granted up to an additional twenty (20) months of family leave. Any family leave above four (4) months shall be taken as unpaid leave unless the EMPLOYEE elects to use sick leave or vacation time / Paid Time Off (PTO) for some or all of the additional family leave.

   (Note: if using this language, refer to the article or articles that contain sick leave/vacation/PTO provisions.)

3. *Continuity of service*

   Use of paid or unpaid family leave shall not interrupt continuity of service. EMPLOYEES returning from family leave shall be reinstated with accumulated seniority, retirement, fringe benefits and uninterrupted employment credit. Family leave does not interrupt continuity of service for the purpose of acquiring continuing contract status.

4. *Non-Discrimination*

   The EMPLOYER shall not discriminate against any EMPLOYEE on the basis of their use of family leave.

Reproductive Health

Sample Language

Source: Master Agreement between Independent School District #299 Caledonia, Minnesota and Caledonia Chapter of the River Valley Education Association (2021)

Sick leave and/or bereavement leave may be used to cover absences due to disabilities caused by pregnancy, loss of pregnancy, termination of pregnancy, childbirth, and

recovery therefrom, for up to six (6) weeks without a medical statement from the attending physician, provided that the EMPLOYEE has not begun a maternity leave of absence prior to such disabilities. Additional pregnancy-related disability leave will be granted upon submission of a physician's written statement stating the medical necessity for such extension.

Source: Alpine County Unified School District and the Alpine County Office of Education and Alpine County Classified Employees Association/California Teachers Association/National Education Association (2023)

<u>Pregnancy Disability (PDL)</u>

1. *Employee disabled by pregnancy means an employee whose health care provider states that the employee is: (2 CCR 11035)*
    a. *Unable because of pregnancy to perform any one or more of the essential functions of the job or to perform any of them without undue risk to the employee or other persons or to the pregnancy's successful completion;*
    b. *Suffering from severe "morning sickness" or needs to take time off for prenatal or postnatal care, bed rest, gestational diabetes, pregnancy-induced hypertension, preeclampsia, postpartum depression, childbirth, loss or end of pregnancy, recovery from childbirth or loss or end of pregnancy, or any other pregnancy-related condition.*

2. *Any employee who is disabled by pregnancy, childbirth, or other related condition shall be entitled to PDL for the period of the disability not to exceed four (4) months. This four (4) month limit includes up to six (6) weeks off after a vaginal birth and eight (8) weeks off after a C-section, which shall NOT be deducted from your FMLA baby bonding leave described in Section 14.5 above.*

3. *PDL shall run concurrently with FMLA leave for disability caused by an employee's pregnancy. At the end of the employee's FMLA leave for disability caused by pregnancy, or at the end of four (4) months of PDL, whichever occurs first, a CFRA-eligible employee may also request to take CFRA leave of up to twelve (12) work weeks, for the reason of the birth of a child or to bond with or care for the child. (Government Code 12945, 12945.2; 2 CCR 11046, 11093)*

LGBTQ+

Sample Language

Source: Colorado Education Association, LGBTQ+ in Education: Building an Inclusive Public Education through our Unions (2022)

Leave Time for Name Change Process

An EMPLOYEE seeking a name change through a legal process shall be permitted to use any sick or personal leave available to such EMPLOYEE in order to meet with an attorney, appear in court, and/or visit court or governmental agencies in order to effectuate such name change. The EMPLOYER shall not deny a request to use available leave for this purpose.

Gender Affirming Medical Procedures and Treatment

An EMPLOYEE shall be permitted to use any sick or personal leave available to such EMPLOYEE for the purpose of gender affirming medical procedures and treatment, including travel to and from and recovery from such procedures and treatment.

Bereavement Leave

Sample Language

Source: AFL-CIO Pride at Work, Bargaining for LGBTQIA+ Justice

EMPLOYEES may elect to take up to five (5) days of paid bereavement leave due to the death of a family member or the loss of a pregnancy. For the purpose of this section, a family member shall include any individual related by blood 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 spouse, unmarried partner, children (including adopted, foster, step, and chosen), grandchildren, great-grandchildren, parents (including adopted, step, and chosen), grandparents, great-

grandparents, children-in-law, parents-in-law, siblings (including adopted, step, and chosen), siblings of parents and their spouses, cousins, and household members.

Personal Leave

Sample Language

Source: California Teachers Association (CTA), CTA Contract Reference Manual

Personal Leave with Pay

A unit member shall be granted up to _____ days of leave per school year with pay, without deduction from other leave benefits. This leave may be taken without obtaining advance permission and without having to state any reasons for such leave.

Source: Pennsylvania State Education Association (PSEA) Collective Bargaining Manual

Employees in the bargaining unit shall be granted "X" days of paid leave for personal reasons. Unused personal leave shall be accumulative from year-to-year without limit. All or any part of unused accumulated personal leave may be used at discretion of the employee.

SAFETY

Language concerning health and safety of members usually focuses on creating a working environment that is free from danger for employees and students. One of the more prevalent approaches is to develop broad language that provides for employee protection from any and all threats to an employee's health and safety.

Sample Language

Source: Oregon Education Association

The EMPLOYER shall provide a safe and healthful working environment for all EMPLOYEES so EMPLOYEES will not be required to work under unsafe or hazardous conditions or to perform tasks that endanger their health, safety or well-being.

Source: Ohio Contract Language Development Guide

NO REPRISALS

There shall be no reprisals, restraints, interference, coercion, or discrimination against an employee for filing a report of an unsafe or unhealthy condition, for refusing to work in an unsafe environment or to perform unsafe tasks, or for any other participation in the health and safety program.

In the case of an imminent danger situation, the persons reporting such situation shall make the reports in the most expeditious manner available.

Workplace Safety

Verbal abuse, threats, and violence against educators are becoming major problems in the workplace and are significant contributors to the educator shortage. While employers need to invest in various resources and supports to promote student and educator safety and emotional well-being, it is crucial that employers protect their employees from threats from members of the community, whether those threats are made in-person or via online harassment.

Sample Language

Source: NEA Alaska

The parties agree it shall be a violation of the rights of EMPLOYEES for any person, including a parent or guardian of a student of the district, to engage in or imminently threaten to engage in any of the following:

- *to insult or abuse an EMPLOYEE anywhere on school premises while such EMPLOYEE is carrying out his or her official duties; or*

- *to willfully create a disturbance on school premises or at school activities or school meetings; or*
- *to singularly or in concert with others intimidate by threat of force or violence any EMPLOYEE who is in the peaceful discharge or conduct of his or her duties.*

After a threat, verbal or physical assault or shooting, employees need access to an array of supports, including paid leave (not charged to the employee's leave balances), access to counseling, and legal support. Affiliates should negotiate these protections or in non-bargaining states, ensure that they are provided to their members.

Sample Language

Source: Washington Education Association

Should an assault occur on an employee, the lost time shall not be deducted from sick leave or any other leave.

Any employee who is the victim of an assault may apply for transfer to the next available open position at another work location in his/her certification area.

The district will reimburse teachers for the reasonable cost of any clothing, dentures, eyeglasses, hearing aids or other similar items which are damaged or destroyed as a result of an assault and/or battery suffered by a teacher while the teacher is acting in the discharge of his/her duties within the scope of his/her employment.

Source: NEA Alaska

The district shall prosecute to the fullest extent of the law, any individual who physically or verbally abuses or intimidates or interferes with an employee performing his/her duties. To accomplish this end, the district will provide the affected employee with legal counsel at no cost to the employee.

Non-Discrimination and Harassment

Sample Language

Source: AFL-CIO Pride at Work, Bargaining for LGBTQIA+ Justice

Protections against Discrimination and Harassment

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 the 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; 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 preferred name or pronouns, disclosure of another person's sexual orientation, transgender status, or former name without their consent, unwelcome sexual advances, or requests for sexual favors.

EMPLOYEES 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 EMPLOYEE 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 EMPLOYEES to seek redress under this collective bargaining agreement or any federal, state, or local law.

Inclusivity

Respecting the dignity of transgender workers requires using workers' preferred names and pronouns. Problems can arise in name and pronoun usage in employer documents, particularly where an employee has transitioned while employed or where their preferred name is different than their legal name. Affiliates should bargain language that allows workers to demand that employer document reflect their preferred name and include their pronouns if desired.

Sample Language

Source: AFL-CIO Pride at Work, Bargaining for LGBTQIA+ Justice

Preferred Names in Employer Documents

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

Gender-Neutral Language

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.

Personal Devices

Educators have identified personal devices, including but not limited to cell phones, used at any time by students during the school day as disruptive, noted that they negatively affect the mental health of students due to social media access, and indicated that they impede the development of social skills by reducing social interactions between students.

A school-wide policy limiting student personal device use, implemented consistently and uniformly by administrators and educators, will reduce disruption during the school day, limit social media access, positively impact health outcomes, and increase opportunities for interpersonal interactions to support social skill development.

NEA's Health and Safety Department has developed a sample school board resolution and policy language regarding limiting student personal device use in schools.

Sample Language

Source: NEA Collective Bargaining and Member Advocacy Department (CBMA)

Limit student use of personal devices

The parties acknowledge and concur that although personal devices used by students can have educational benefits, these digital tools, unfortunately, have been used in negative ways such as disruptions in school environments and bullying.

As such, the parties agree that during the school day, students shall only utilize personal devices, including cell phones, on a limited basis. The parties will discuss and mutually determine the definition of the above referenced term "limited" for clarification and district-wide understanding and application. The Union and District further agree that student medical needs, family emergencies, disability status, and/or language proficiency needs will be exceptions to limiting student use of personal devices.

Student Devices Joint Labor Management Committee

The parties agree to create a student personal device joint labor-management committee. The above referenced joint committee will be comprised of three (3) Union representatives selected by the Union, three (3) District representatives,

three (3) parents/guardians, and three (3) students. Bargaining unit members serving on this joint committee will be compensated in time or money, at the employee's preference, for any meeting and committee work done outside of the work day. The purpose of this joint committee will be to create letters of agreement for Union and District approval on such topics as, including but not limited to:

- *District-wide definition and application of the term "limited" basis*
- *Exceptions to limiting student use of personal devices*
- *Clear options for storage of personal devices*
- *Creation of the student violation progressive disciplinary plan*
- *Periodic reviews of the district-wide implementation of the limiting student device process*
- *Procedures for out of school time activities*

Student progressive discipline

The Union and District agree that students that exceed using their personal devices on a limited basis will experience a progressive disciplinary process. The progressive disciplinary process will be non-discriminatory, will not include the justice system nor suspension or exclusion from school activities, and will be restorative in practice. The parties further agree that district and school building administrators shall be solely responsible for applying the aforementioned progressive disciplinary measures. Educators shall not be disciplined in any part of the limiting student personal device process.

Facilities

LGBTQ+

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.

Establishing access to all-gender facilities is important. Under some state laws, people in certain workplaces, such as K-12 schools or government buildings, do not have the right to use facilities that align with their gender identity. Be sure to check whether your state has any laws regulating bathroom access.

Sample Language

Source: Colorado Education Association, LGBTQ+ in Education: Building an Inclusive Public Education through our Unions (2022)

All-Gender Bathroom Access

By X date, every district building shall have at least one, all-gender bathroom that is accessible at all times to all staff, students, and building visitors. This all-gender bathroom must be ADA compliant, clearly marked, and accessible without extra permission in the same manner as gendered bathrooms.

a. *"All-gender bathroom" shall mean a bathroom that any person is permitted to use, regardless of such person's gender identity, gender characteristics, or gender expression.*
b. *A bathroom inside the office of a nurse or other staff member does not meet the requirements for an all-gender bathroom.*

*Gender Bathroom Access (*only in states where this is not prohibited by law)*

All staff, students, and visitors shall be permitted to use any gendered bathroom facilities that align with their gender identity.

Parents

Sample Language

Source: Colorado Education Association, LGBTQ+ in Education: Building an Inclusive Public Education through our Unions (2022)

Access to Private Pumping Locations

The district shall provide all nursing parents, including students and EMPLOYEES, regardless of the parent's gender identity, expression or characteristics, with a private location (other than a restroom) in close proximity to their work or class area to express breast milk for their nursing child for up to 2 years after the child's birth.

Reasonable Time for Pumping Breast Milk

The district shall provide all nursing parents, including students and EMPLOYEES, regardless of the parent's gender identity, expression or characteristics, reasonable time during the school day to express breast milk for their nursing child for up to 2 years after the child's birth.

Access to Baby Changing Tables for All Gender Parents

If the district provides one or more baby changing tables, access to baby changing tables shall be provided equally to all parents regardless of their gender identity, gender expression, or gender characteristics.

Immigration

The U.S. Immigrations and Customs Enforcement (ICE) has been given the authority to enter school buildings and campuses to investigate and make arrests if necessary. This not only places immigrant students and staff in danger, but it places the entire educational community in harm's way as well.

For those in states with collective bargaining rights, you can negotiate language into your existing collective bargaining agreement (CBA) or in a memorandum of understanding (MOU). In states where collective bargaining is statutorily prohibited, consider advocating for labor/management discussions on implementation of language into school board or campus policies or employee handbooks.

Negotiated language can cover many issues, including:

- Establish sanctuary schools and workplaces
- Privacy protections regarding immigration status
- Protection of rights during workplace immigration enforcement
- Resources, education, and training for employees
- Creation of a joint immigrant support committee
- Funding and external partnerships
- Employee rights, protections, and legal advice/support
- Rights related to work authorization verification and documentation
- Employer -provided leave to address immigration issues

NEA has developed guidance on immigration issues, which lays out information regarding immigration and schools, and also provides additional sample contract language to support immigrant students and employees.

Sample Language

Source: Agreement between the Board of Education of the City of Chicago and Chicago Teachers Union (2019-2024)

Sanctuary Schools

The EMPLOYER and UNION jointly declare that the buildings and grounds of the school are sanctuary spaces for all students, parents, administrators, bargaining unit members, and community members at the school for school-related business and jointly commit to defend the right to a free and safe learning environment to the extent permitted by law.

School personnel shall not inquire about or record a student's or a family member's immigration status, nor shall the EMPLOYER collect or retain information regarding the immigration status of any school students or their families. Except by a court order, school shall not disclose to ICE any information regarding the immigration status of any school student. School will not disclose to anyone other than ICE any immigration information pertaining to any school student except pursuant to the Family Educational Rights and Privacy Act. The EMPLOYER recognizes the trust families place in them and shall not voluntarily divulge information to immigration agents to the fullest extent possible under the law.

Upon request by ICE agents to enter school grounds or to obtain or review school records, school administration shall verify the immigration agent's credentials, ask the agent why the agent is requesting access, and require a criminal judicial warrant signed by a federal judge. School shall not admit ICE agents based upon an administrative warrant, ICE detainer, or other document issued by an agency enforcing civil immigration law.

In the interest of ensuring the success of the commitments made in this article, the EMPLOYER and the UNION shall meet to develop a training program for staff on how to appropriately respond to ICE agents should they request entrance to the school facilities or grounds as well as proactive steps to aid students and families in obtaining legal or other assistance with immigration enforcement actions. The EMPLOYER and UNION shall

also discuss matters pertaining to the issues of Sanctuary EMPLOYER s and schools as requested.

School Employees shall not face any EMPLOYER discipline for following the policies contained in this Article.

The provisions contained within this article shall in no way prohibit the EMPLOYER from honoring and complying with a duly authorized warrant and in no way shall obligate the EMPLOYER or any of its agents to violate any State or Federal statutes.

Sanctuary Employer

On September 5, 2017, the Department of Homeland Security announced the end to the Deferred Action for Childhood Arrivals ("DACA") policy. The DACA policy protected eligible immigrant youth from deportation and provided work authorization documents to nearly 800,000 young people who came to the United States as children. The EMPLOYER and the UNION recognize that the young people who have received DACA benefits are a valued and important part of our community. Because the termination of the DACA policy may affect the work authorization of employees of the EMPLOYER, the EMPLOYER and the UNION agree to the following:

The EMPLOYER shall not inquire about or demand proof of immigration or citizenship status, except as required by law.

Upon written request, an employee shall be released for up to ten (10) unpaid working days one time during their employment in order to attend to immigration or citizenship status matters. The days need not be taken consecutively. The EMPLOYER may request verification of such absences and/or appropriate certified documentation.

In the event that the EMPLOYER is no longer permitted to employ an affected employee, the EMPLOYER agrees to convert the affected employee's termination to an unpaid leave of absence upon the employee's return to work, provided the return to work takes place within two (2) calendar years for tenured employees or within one (1) calendar year for all other employees. Specifically, upon the employee providing proper work authorization within the appropriate time frame, the EMPLOYER agrees to reinstate the affected employee to the employee's former position, if available, without loss of prior seniority If the former position is not available, the EMPLOYER agrees to reinstate the employee to substantially similar employment for which the employee is qualified, including the Reassigned Employee Pool, at a salary no less than their pay prior to their

separation. While separated, the employee shall earn no credit toward step advancement.

WORKING CONDITIONS

Workload

In broad terms, workload refers to the conditions, nature, and amount of work an employee may perform. For teachers in particular, workload is often identified with policies or agreements that place limits on class sizes or caseloads. In addition to class size, the terms, conditions, protections, and agreements for educator workloads can extend to issues such as:

- Length of contract day and year
- Instructional time
- Student contact time
- Overload compensation
- Planning, collaboration, and prep time
- Duty-free lunch
- Committees and supplemental assignments
- Work stations and facilities
- School Support Professionals.

Sample Language

Source: Pennsylvania State Education Association (PSEA) Collective Bargaining Reference Manual (2017)

The work load applicable to employees in the bargaining unit shall be as set forth below:

Elementary

1. *Employees in the bargaining unit who are required to perform instructional duties at the elementary level shall be assigned not more than (insert desired amount of time) of instruction daily.*
2. *Employees who function as regular classroom teachers at the elementary level shall not be required to remain with their classes while instruction in art, music,*

physical education, or library science is being conducted by specialists hired for such purposes.

3. *Employees who function as regular classroom teachers at the elementary level shall not be required to perform instructional duties continuously for more than (insert desired amount of time) during the workday.*

<u>Secondary</u>

1. *Employees in the bargaining unit who are required to perform instructional duties at the secondary level shall be assigned not more than (insert desired amount of time) of instructional duties daily. Study supervision or co-curricular (NOTE: "Extra-Curricular," if preferred) activity during the workday shall be considered instructional duties.*
2. *Employees who function as regular classroom teachers at the secondary level shall not be assigned instructional duties in more than (insert desired limit) subject area(s) daily.*
3. *Employees who function as regular classroom teachers at the secondary level shall be assigned not more than (insert limit) teaching preparations daily.*
4. *Employees who function as regular classroom teachers at the secondary level shall not be required to change subject area teaching stations more than (insert limit) time(s) during the workday.*
5. *Employees who function as regular classroom teachers at the secondary level shall not be required to perform instructional duties for more than (insert limit) consecutive periods during the workday. A double period of instruction in a single subject area equals two periods.*

<u>Specialists</u>

1. *Employees who specialize in specific areas of instruction or education services shall have their assignments computed in accordance with standards set forth above which apply to the levels at which they function.*
2. *Employees who specialize in specific areas of instruction or educational services and function as itinerants shall have their instructional assignment computed in accordance with standards set forth above in "Instructional Assignment, Elementary." Travel time between buildings shall be computed as instructional time.*

Overload and Working beyond the school day/week

In the event employees are required to perform duties in excess of provisions set forth above, they shall be entitled to additional compensation. Standards for said additional compensation are set forth in Article (insert #), Section (insert #), Page(s) (insert #) of this agreement.

Class Size/Staffing Ratio

Sample Language

Source: Ohio Education Association (OEA), Contract Language Development Guide

FULL-TIME EQUIVALENCY

A student shall count as one pupil unless the student is a mainstreamed special education pupil in which case the student shall count as() pupils.

PUPIL/TEACHER RATIO

Class size shall not exceed the number of pupils per teacher as set forth below:

Classes: Elementary Level

Pre-School ___Pupils

Kindergarten ___Pupils

First Grade ___Pupils

Second Grade ___Pupils

Third Grade ___Pupils

Fourth Grade ___Pupils

Fifth Grade ___Pupils

Sixth Grade ___Pupils

Classes: Middle School, Junior High, High School

English ___Pupils

Science	___*Pupils*
Social Studies	___*Pupils*
Mathematics	___*Pupils*
Languages	___*Pupils*
Business	___*Pupils*
Physical Education	___*Pupils*
Vocational/Industrial Arts	___*Pupils*
Music	___*Pupils*
Other	___*Pupils*

TEMPORARY ACCOMODATION

In the event the class size maximums and/or pupil load ratios set forth in paragraphs above must be exceeded on a temporary basis, affected employees shall be paid additional compensation in an amount equal to their pro rata hourly rate for each hour or major fraction thereof during which such standard has been exceeded.

Unencumbered Non-Student Time

Sample Language

Source: Ohio Education Association (OEA), Contract Language Development Guide

BREAKS (School Support Employees and DD Employees)

Each work day shall include a minimum fifteen (15) minute break period for each four (4) hours of scheduled work.

LUNCH

The regular workday shall include a paid, duty-free lunch period of not less than _____ consecutive minutes.

PLANNING TIME

Each employee's day shall include _____ ( ) period(s) of not less than _____ ( ) consecutive minutes with no contact with pupils

Source: California Teachers Association (CTA) Contract Reference Manual

At least _____days/minutes per day of the total minimum days/minutes per month shall be reserved for individual planning and preparation.

All middle and high school unit members shall be assigned one preparation period per workday for preparation and planning. The preparation period shall be the same length as the regular class period.

Elementary school unit members shall have _____ hours per day/week for preparation and planning.

Unit members shall not be required to substitute during their preparation period.

The workday for unit members shall be _____ hours inclusive of a _____ minute duty-free lunch period.

EDUCATOR VOICE

Joint Labor-Management Committee

Contract language concerning labor-management committees usually focuses on the formation of joint committees to reach conclusions on topics. Agreements tend to provide the following protections and common themes:

- Committee composition
- Purpose of the committee and scope of discussion items
- Use of consensus as a decision making option
- Reserving grievance procedure rights.

Sample Language

Source: Pennsylvania State Education Association (PSEA) Collective Bargaining Manual

A joint labor-management committee shall be established and shall be comprised of equal representation from the Association and management in order to attempt to resolve issues that exist within the workplace.

The meetings shall be scheduled regularly on a _____ basis during the workday and no employee shall suffer any loss of pay or benefits as a result of their participation in the committee. Additional meetings can be called as necessary.

The parties shall agree on the resolution to issues that have been raised prior to implementation. Participation in the labor-management committee shall not prohibit the Association from exercising its rights under the grievance procedure of the Collective Bargaining Agreement and/or applicable laws and regulations.

Health and Safety Committee

In addition to language concerning health and safety of members in the workplace, contract language can include establishing a specific joint labor-management committee with the purpose of addressing health and safety concerns.

A joint labor-management health and safety committee can be one of the most useful means of effectively engaging with management, not only where education employees have the right to bargain, but also where they do not. Having association participation in any school safety and health plan is necessary to both protect employees and students and to ensure employee support.

Sample Language

Source: Ohio Education Association (OEA), Contract Language Development Guide

The parties shall establish and maintain a Health and Safety Committee with equal numbers appointed by the Employer and Union. The Health and Safety Committee shall be responsible for monitoring the safe and healthful condition of the workplace and for reviewing and recommending appropriate health and safety procedures to the Employer

to be implemented. The responsibilities of the Health and Safety Committee shall include, but not be limited to the following:

A. Monitoring and assisting in the operation of the local Health and Safety Program and making recommendations to the Employer for improvement. Remedies may include relocation of work station(s), reassignment of work or, in extreme circumstances, temporary excuse from work.
B. Monitoring findings and reports of workplace inspections to confirm that appropriate corrective measures are implemented.
C. Reviewing the Employer's plans for abating or eliminating hazards.
D. Reviewing responses to reports concerned with allegations of hazardous conditions, alleged health and safety program deficiencies and allegations of related discrimination.
E. Reviewing procedures for handling health and safety suggestions and recommendations from employees.
F. *Reviewing reports of unsafe and unhealthful conditions where the hazard has been disputed.*