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# THE CORRUPT BARGAIN

*How Unions Use Collective Bargaining to Impose Their Political Agenda on Schools*

By Paul Zimmerman

Public school union bosses across the country are using an anti-democratic process of negotiating collective bargaining agreements to embed their progressive goals in school policies. In woke-filled back rooms, these unions and their supportive allies in the school districts agree to impose curricula on schools to indoctrinate students in leftist ideas, replace traditional disciplinary measures with policies that focus on “understanding” and “reconciliation,” segregate teachers for special benefits based on the color of their skin, and treat students differently based on race to ensure “equity.” Citizens concerned about the students in their community should scour their school district’s labor contracts for these requirements. Teachers who believe in the universal rights proclaimed in the Declaration of Independence and protected by the Constitution and who value their professional autonomy should reconsider their membership in any union that has negotiated this type of provision in their collective bargaining agreements.

## Key Findings

- In school districts across the country, public school union leaders have enacted their progressive wish lists for school policy through the collective bargaining process. The resulting agreements, many of which span hundreds of pages and contain nearly impenetrable jargon, evade electoral accountability and effectively impose leftist policy goals on school systems as a matter of contract.
- Union contracts with some of the largest school systems in the country aim to indoctrinate students in leftist ideas through curricula, prioritize “reconciliation” and “understanding” over traditional discipline for disruptive behavior, favor some teachers over others for job security and benefits on the basis of skin color, and treat students differently due to their race to ensure equality of outcomes between arbitrarily drawn racial groupings.

- In school districts that allow collective bargaining, concerned parents and members of the community should scrutinize their districts' union agreements for contractual provisions that enshrine these harmful ideas in school policy. Teachers who believe in freedom, hard work, equality of opportunity, and the right of students, teachers, and school employees to learn and work free from race discrimination should consider withdrawing their financial support from unions that seek to undermine these principles.

## Introduction

A few hours after midnight on March 25, 2022, Minneapolis Public Schools (MPS) struck a deal with the Minneapolis Federation of Teachers (MFT) that would finally end a strike that had kept over 30,000 students out of the city's schools for over two weeks.<sup>1</sup> Parents, students, and rank-and-file teachers in the district could be forgiven for believing that the agreement would focus on teacher pay and class size—the major reasons cited by MFT in launching the strike. Public school union bosses surely would not use the threat of keeping tens of thousands of students out of class, especially in the wake of the massive learning loss caused by school closures during the COVID-19 pandemic, to embed their leftist ideological goals in school policy.

But this is exactly what the union bosses did.

The deal reached in the dead of night on March 25 included a section—entitled “Protections for Educators of Color”—in which MPS, admitting to past “systemic racism,” contractually bound itself to hire and fire based on the race of the teachers at issue. Specifically, when MPS performs layoffs, it must pass over “a teacher who is a member of a population underrepresented among licensed teachers” at the school and instead lay off “the next least senior teacher.”<sup>2</sup> Conversely, when reinstating teachers after layoffs, MPS is now contractually required to bring back “member[s] of a population underrepresented among licensed teachers in the District” and “deprioritize” those who are not of the race preferred by MFT and MPS.<sup>3</sup>

MFT and MPS bargained over these terms, clearly violations of the U.S. Constitution's Equal Protection Clause, as Minneapolis parents were forced for over two weeks to find childcare during the work week and students suffered without access to school. Undoubtedly, a large proportion of Minneapolis teachers, regardless of race, would have preferred to have been teaching their students math, reading, and civics instead of standing by while union bosses bargained over discriminatory hiring and firing policies.

Most parents and students and some teachers likely did not learn about the racially discriminatory provisions in the MFT-MPS deal until five months later, when Fox News and other national media outlets reported on the agreement,<sup>4</sup> long after the deal was already in place and MPS had contractually obligated itself to follow its policies. Therein lies one of the key problems of the collective bargaining process in the public sector: it permits public employee unions and officials who are friendly to their agenda—often those who are elected to office with the union's generous financial support—to *make school policy* in deals that bind the district until the time of the next contract

negotiation. This style of negotiation is improper, undemocratic, and unfair to everyone—including teachers—subjected to the resulting policies.

Unfortunately, this report will show that the discriminatory provisions of the MFT-MPD deal are simply the latest example of teacher unions across America working with sympathetic school district officials to bargain away the constitutional and legal rights of teachers and students for the purpose of infusing racial discrimination and indoctrination into public schools. A review of the collective bargaining agreements (CBAs) and supplemental “memoranda of understanding” (MOUs) between some of the largest school districts in the United States and unions reveals provisions, often buried deep in these agreements and in jargon that ordinary families would struggle to interpret, that do the following:

**Collective bargaining in the public sector permits public employee unions and officials who are friendly to their agenda to make school policy in deals that bind the district until the time of the next contract negotiation.**

- Require the teaching of curricula that indoctrinate children in the theory that America is systemically racist and that “anti-racist” (read: racist) policies are needed to create a just society;
- Put teachers and students in danger by replacing traditional disciplinary procedures with policies that emphasize “dialogue” and “understanding” in the name of reducing disparities in punishment along racial lines;
- Establish illegal discriminatory labor practices to promote the hiring and retention of “educators of color,” necessarily disfavoring educators of other races; and
- Create indecipherable administrative requirements that force school officials to treat students differently on the basis of race or skin color to reduce perceived racial disparities in grading, graduation, and disciplinary outcomes.

In the sections below, this report reviews CBAs across the country that drive and decide school policy in these areas. It concludes with a call to parents to hold their school boards accountable for the approval of these contracts and oppose the making of school policy between unions and school districts in woke-filled back rooms.

## **Terminology**

In general, public school union bosses and their allies in school districts and state education bureaucracies do not reveal that they want to indoctrinate students, teachers, and administrators in their worldview. Instead, they use jargon that serves as shorthand for this practice. It is worth a brief overview of the meaning of this arcane terminology prior to delving into how it is used to bind school districts to teach racially divisive curricula and bend school policies in favor of progressive ideology.

Here are descriptions of some of the key terms included in the CBAs discussed in this paper<sup>i</sup>:

- *Anti-racist* is based on the idea that our system is systemically racist and that if a person is not actively striving to deconstruct this system, then that person is a racist. An anti-racist, on the other hand, confronts the view that there are automatically dominant (*i.e.*, white) and subordinate (*i.e.*, racial minority) groups in our society and battles to dismantle this hierarchy.
- *Culturally Responsive Teaching* is intended to indicate a departure from traditional, grade-based academic learning—where students listen and respond to questions—by requiring the teacher to determine each student’s cultural and ethnic group and then engage with them in a way that is perceived to be suitable to those (artificial) classifications. This concept perverts the common-sense notion that good teachers should cater to individual students’ needs to help them succeed by instead fixating on students’ ethnicity or culture, which is falsely held up as determinative of their preferred learning style. It is based on an underlying claim of critical race theory (CRT) that white students are better-suited to “linear” communication, while “nonwhite” students use more “communal” methods of learning.
- *Equity* is shorthand for eliminating disparities between arbitrarily drawn racial groupings (often “students of color” or “Black and Brown students” versus white students) in academic, disciplinary, and all other measurable outcomes in schools. Whereas “equity” in the education context originally meant providing each student an equal opportunity to succeed, proponents of equitable education have redefined it as a mechanism of reparations, requiring that individual students who are of different races are treated unequally on that basis to raise or lower the outcomes of the racial group in question, thus raising grave moral issues in addition to the clear constitutional and legal problems with such an approach.
- *Restorative Justice* is a disciplinary concept that emphasizes reconciliation and dialogue over punishment for objectionable classroom behaviors. It is uncontroversial that, when possible, teachers and administrators should use positive reinforcement to promote good behavior. Restorative justice ideologues take this idea to its extreme by denying the need for any punitive discipline or presence of security or police personnel in schools, asserting that doing so will reduce disparities in disciplinary outcomes between white and racial minority students and close the “school-to-prison pipeline.” Proponents often call for a roll-back in security measures, including the employment of school resource officers and use of devices such as metal detectors, thus making students, teachers, and other school employees less safe in environments where such interventions may be needed—such as schools plagued by gang violence.

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<sup>i</sup>For a robust treatment of the shorthand terminology used by districts and public school unions to refer to leftist indoctrination of children, please see the Manhattan Institute’s issue brief *Woke Schooling: A Toolkit for Concerned Parents*, available at <https://media4.manhattan-institute.org/sites/default/files/woke-schooling-toolkit-for-concerned-parents.pdf>.



With its focus on avoiding the removal of students from classrooms, the concept also discourages teachers and administrators from punishing students for any disruptive behavior and thus affects the ability of other students to learn—not to mention endangering teachers who are no longer able to remove unruly and confrontational students from class.

- *Social and Emotional Learning* (SEL) ostensibly seeks to promote character traits, such as self-awareness and goal setting, that improve a student’s ability to learn and benefit from school. In recent years, the Collaborative for Academic, Social and Emotional Learning (CASEL), a research and advocacy group, has embraced a “Transformative SEL” model that weaponizes this concept in favor of progressive ideology by teaching race- and gender ideology-based ideas in a bid to turn every child into a social justice warrior.<sup>5</sup>

The insertion of such seemingly innocuous terminology in CBAs represents how union bosses are taking the real problems in many K–12 schools, such as racial disparities in achievement and the use of prison-like security measures, and trying to solve them with a progressive ideological sledgehammer. They leverage and distort principles like “equity,” which traditionally referred to equal opportunity for each student but now supposedly requires unequal treatment based on race, to impose their political agenda on teachers and students and to bolster their power. If the union ideologues truly wish to solve the problems like racial disparities they claim to be addressing through these camouflaged terms, rather than cynically expand their power and funding, they would use their collective bargaining authority to help poorly served students choose schools that are better-suited to their needs.

## **Indoctrinating Students Using Woke Curricula**

A review of the contracts between the unions and school systems in many of the largest districts of the country reveals that they go far beyond mundane matters of salary, benefits, and working conditions, and in fact impose objectionable teaching models and curricula upon educators and administrators in the district. At their base, these curricula aim to re-educate students to embrace radical principles that involve transforming America into a more racially just and “equitable” society.

**Montgomery County (MD).** In its contract with the public school system of suburban Montgomery County, outside of Washington, DC, the Montgomery County Education Association (MCEA) and Montgomery County Public Schools (MCPS) offer MCEA members “training and resources . . . necessary to grow and develop cultural competence (including LGBTQIA+) [and] culturally-relevant teaching strategies . . . .”<sup>6</sup> In a section called “Extended and Supplemental Learning Opportunities,” the CBA allows the proposal of extracurricular programs with “content that the school considers of particular interest or relevance to bolstering achievement of particular groups of students, such as African-American and Latinx students . . . .”<sup>7</sup>

**Los Angeles.** In its CBA with the Los Angeles Unified School District (LAUSD), United Teachers of Los Angeles (UTLA) imposes a requirement for schools to support teachers “in order to successfully implement Ethnic Studies and *culturally and linguistically responsive pedagogy*.”<sup>8</sup> The agreement provides for an “Ethnic Studies Committee” to “review and suggest professional development, curriculum

and teaching materials purchased by and developed by LAUSD for Ethnic Studies, Multicultural Literature and Cultural Proficiency” and “investigate methods for expanding Ethnic Studies course offerings that may include *gender specific courses and sexual identity*.”<sup>9</sup>

In ongoing negotiations with LAUSD, UTLA seeks to double down on these contractual obligations for the political indoctrination of students with a “Beyond Recovery Platform” that would provide for students’ “access to Ethnic Studies and *culturally relevant* curriculum,” install “[c]ommunity-connected/project-based/*advocacy-based* curriculum with financial literacy, vocational, culinary, nutrition, and *racial justice infused* teaching *across all subject areas*,” and require “[s]ystematic inclusion of *social emotional learning* in all curricula.”<sup>10</sup> UTLA recently flexed its muscles with three simultaneous rallies across the school system,<sup>11</sup> conveying the message that LAUSD must accept its politicized wish list on curricula and other matters or risk a strike that would leave students without access to their teachers and classrooms, potentially for weeks.

**Boston.** Boston Public Schools’ (BPS) contract with the Boston Teachers Union (BTU) requires the posting of a specified minimum number of “licensed student facing mental health or *social-emotional learning* staff positions” over the course of 2019–2021.<sup>12</sup> In a separate “Memorandum of Shared Values,” BPS and BTU commit to meeting and discussing “equitable access for [BPS] students to *culturally relevant* learning opportunities including ethnic studies . . . and optimum learning environments which includes [sic] but is not limited to, 21st century technology, and *culturally and linguistically sustaining auricular materials*, including dual language curriculum.”<sup>13</sup>

**Cleveland.** The CBA between the Cleveland Teachers Union and the Cleveland Metropolitan School District (CMSD) requires the presence of a “Social Emotional Learning Coordinator in each school” and access by every student “to evidence-based, high quality [SEL] curriculum.”<sup>14</sup>

**New York.** In a 2018 Memorandum of Agreement (MOA) with the United Federation of Teachers (UFT), the New York City Board of Education (New York Board) pledges to select certain schools that will follow the “Bronx Collaborative Schools Model.”<sup>15</sup> The MOA recommends that each of these schools engage in “training and expansion of *culturally-responsive* pedagogy [the method or practice of teaching]” and pushes them to integrate “emotional learning practices embedded in teaching and learning as aligned to the [CASEL] competencies.”<sup>16</sup> As incentive for schools to participate in the program, the MOA states that participating schools will receive priority consideration for, among other things, air conditioning.<sup>17</sup>

In a “Letter of Agreement,” the Detroit Federation of Teachers and the Detroit Public Schools Community District agree to create a “School Equity Lead Supplemental Position” for the purpose of “supporting and facilitating culturally responsive teaching strategies for teacher.” To qualify for the position, candidates must successfully complete a “Summer Anti-Racist Institute.”

**Detroit.** In a “Letter of Agreement,” the Detroit Federation of Teachers (DFT) and the Detroit Public Schools Community District agree to create a “School Equity Lead Supplemental Position” for the purpose of “supporting and facilitating *culturally responsive* teaching strategies for teachers . . . .”<sup>18</sup> To qualify for the position, candidates must successfully complete a “Summer Anti-Racist Institute.”<sup>19</sup> Responsibilities of the School Equity Lead include “coordinat[ing] with school administration to lead the implementation of *culturally responsive* teaching strategies” and “deliver[ing] *equity* professional learning for their school at least once quarterly.”<sup>20</sup>

**Seattle.** In their 2022–2025 CBA, Seattle Public Schools (SPS) and the Seattle Education Association (SEA) agree that all trainings will use “adult learning models designed to infuse all staff development and decision-making processes with *culturally responsive* techniques, processes and norms.”<sup>21</sup> It provides for a Professional Development Steering Committee “to integrate *culturally relevant* materials and assessments into all new instructional material adoptions,” using “a process for infusing *culturally relevant* material into existing curriculum.”<sup>22</sup> In an MOU between SPS and SEA on “Hiring and Retaining Educators of Color,” the two entities agree that committees charged with adopting curricula must “have *racial equity* training focused on how to use the racial equity analysis tool to make curriculum recommendations.”<sup>23</sup>

**Minneapolis.** MPS’s CBA with MFT sets as a standard of professional responsibility “creat[ing] lessons and learning environments that are safe, respectful, and interesting as well as multicultural/gender and ability fair/developmentally appropriate.”<sup>24</sup> Teachers must “[select], [adapt] and [individualize] materials appropriate for diverse student populations and skills.”<sup>25</sup> Throughout the learning process, activities must be “Multicultural, Gender Fair, Ability Sensitive, Developmentally Appropriate.”<sup>26</sup> A “Professional Responsibilities” chart in the CBA encourages teachers to “[seek] information about students’ home languages and cultures, and [adapt] instructional practices based on this



knowledge and experience,” as well as to push other teachers to do so.<sup>27</sup> In a 2016 MOA, MPS and MFT agree, in an effort to “continue the ongoing development of *racial and cultural equity* throughout the school system,” to create courses on SEL, “expand partnerships with state and local resources who have expertise in [SEL],” and “ensure the use of relevant and *culturally appropriate curriculum* for schools, programs, [and] classrooms.”<sup>28</sup>

## Discipline, Security, and Restorative Justice

It is difficult to imagine a clearer example of how the interests of the public school union bosses and classroom teachers diverge than union support for “restorative justice” practices at the expense of teachers’ ability to do their jobs effectively and safely. Proponents of restorative justice practices place blame on teachers for supporting a systemically racist institution by removing disruptive students from their classroom and propelling them down the “school-to-prison” pipeline. Rather than discipline students, teachers are pushed to use empathy and dialogue to ensure the offending student is not made to feel excluded. Police and school resource officers who are employed to protect teachers and students are accused of being part of the problem because schools are intended to be places of learning, not of law enforcement.

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If public school unions were interested in protecting the safety of teachers and helping them do their jobs, they clearly would not enshrine restorative justice ideology in the contracts they negotiate with school systems. Unfortunately for teachers—and for students who are made less safe and lose the opportunity to learn because of peers who constantly disrupt class—this is exactly what the unions have done.

The following CBAs and other agreements between the unions and the school districts contain language that prioritizes harmful ideology over student discipline and safety.

**Chicago.** The CTU-CPS CBA identifies “Restorative Justice practices” as “ways for a school community to build relationships, problem solve, and learn” in their efforts to “support academic, behavioral, and social-emotional success for all students.”<sup>29</sup> It commits CTU and CPS to “work collaboratively with local restorative practice community experts to develop curriculum and training modules to train school communities, individual teachers, and parents on restorative practices.”<sup>30</sup> The CBA establishes a Student Discipline, Truancy and School Safety Committee (a name that contradicts the true priority of the committee, which is to champion “restorative justice” at the expense of student discipline and school safety) to make recommendations to CPS “to improve the culture and climate of the schools in order to implement [CPS’s] commitment to Restorative Justice practices, Social Emotional Learning, Safety, Security and fidelity in student attendance reporting.”<sup>31</sup>



**Los Angeles.** In an MOU signed in January 2019, UTLA and LAUSD agree to establish a pilot program to allow schools to compromise the security of their teachers and students in order to achieve restorative justice. The MOU states, “For the 2019–20 school year, schools may apply to be exempt from Administrative searches, i.e. ‘wandering,’ for the length of the MOU and fourteen (14) schools will be selected.” It permits 14 additional schools to apply for this exemption during the 2021–22 school year. The MOU then specifies that “[i]t is not the intention of both parties to add additional police presence as part of the programming on campuses.”<sup>32</sup> The MOU contains no explanation of why the program is necessary in light of the obvious security risks it creates for teachers and students.

“Last year, UTLA included in a proposal to LAUSD that the school system “end all requirements for the engagement of police except where mandated by federal, state or local law requiring the involvement of police.”

Not content with this process of schools opting out of safety measures, UTLA has used its ongoing contract renegotiation to impose mandatory policies that would place students and school personnel at even greater risk from security threats. Last year, UTLA included in a proposal to LAUSD that the school system “end all requirements for the engagement of police except where

mandated by federal, state or local law requiring the involvement of police.”<sup>33</sup> Whether due to push-back from LAUSD officials or because it sensed a public relations catastrophe in the making, UTLA has revised this language in its “Beyond Recovery Platform,” which forms the basis of its contract negotiations, to prohibit “the over-policing and criminalization of students in schools.”<sup>34</sup> This language aligns ominously with the progressive “restorative justice” movement, which inaccurately blames law enforcement personnel for unsafe schools rather than identifying police involvement as an essential part of the solution in protecting the most vulnerable students and school personnel from violence and crime. Its inclusion in UTLA’s contract would actually threaten the safety of students and teachers in L.A. schools for the sake of a perverse political agenda.

**New York.** The UFT-New York Board 2018 MOA lists “[r]estorative justice supports” as a “Suggested Menu Option” for schools participating in its Bronx Collaborative Schools Model, under ways to improve “School Climate, Culture, and Conditions.”<sup>35</sup>

**Montgomery County (MD).** The MCEA-MCPS CBA subjects students and teachers, regardless of their race, to inevitable disruption and disciplinary problems by requiring MCPS to “use inclusive and comprehensive approaches to student discipline and behavior management,” such as “mental wellness approaches,” “social skills development,” “*restorative practices* that target the needs of individual students,” “identifying supports . . . through a thoughtful problem-solving approach that *focuses on ‘why’ a student may be exhibiting inappropriate behavior(s),*” and “ensuring that staff receives problem-solving training so that they are aware of processes and procedures and *different reasons why students behave inappropriately.*”<sup>36</sup> As if this were not enough, the CBA provides for school “Instructional Leadership Teams” to adopt “conflict resolution strategies” and permit “student participation in the implementation of discipline policies.”<sup>37</sup> This provision turns the traditional (and common-sense)

learning model—children learning proper conduct and behavior from adults—upside-down. MCEA and MCPS agree to “encourage that programs such as restorative practices, peer mediation, and conflict resolution” be embedded in school safety and disciplinary policies.<sup>38</sup>

**Philadelphia.** The Philadelphia Public Schools’ (PPS) 2021–24 CBA with the Philadelphia Federation of Teachers (PFT) requires PPS to give teachers “training and professional development related to *restorative justice* and other best practices . . . .”<sup>39</sup>

**Portland (OR).** In a 2019 MOA between the Multnomah County School District (MCS D) and the Portland Association of Teachers (PAT), ironically entitled “Safety 2019,” the MCS D and PAT provide for the continued operation of a “Behavior Collaboration Team” that, rather than focusing on reducing threats to teacher and student safety and the ability to learn without disruption, must “carry out [its] role and responsibility through an *equity lens*, being mindful of issues of disproportionality and . . . critically examine the impact of current practices and policies on exclusionary discipline . . . .”<sup>40</sup>

**San Francisco.** The contract provisions on student discipline between San Francisco Unified School District (SFUSD) and the United Educators of San Francisco (UESF) declares that school learning environments must be “based upon *culturally relevant* pedagogy, trauma-informed practices, and *restorative justice principles*.” The CBA also provides that when a principal chooses not to implement a teacher’s recommended disciplinary action for a student, “the teacher and site administration may discuss the steps taken and the relationship of those actions to the principles of *restorative practices*, if applicable.”<sup>41</sup>

**Minneapolis.** With regard to discipline, the MPS-MFT contract establishes “a standard of *restorative and supportive practices* of non-violence in all of our schools/programs.”<sup>42</sup> The CBA requires that, upon being subject to discipline *three times* for “defiance, disrespect and or verbal abuse of staff,” students must “participate in an intervention for anger and/or behavior management.” Such an intervention could include “[b]ehavior skills development fostering an internalization of the consequences of their choices and increasing the students’ repertoire of behavior strategies to help make better choices for themselves in the future,” “[a]lternatives to suspension interventions/programs,” “[m]ediation or *Restorative Justice* programming,” or “[a]ctive social service or therapy referrals with after care follow-up.”<sup>43</sup>

“In August 2020, rather than focus on opening schools and mitigating the massive learning loss that has plagued the country—especially racial and ethnic minorities—during the pandemic, MPS and MFT were drawing up a radical MOA on “Restorative Practices” that reads more like a CRT manifesto than a labor contract.”

In August 2020, rather than focus on opening schools and mitigating the massive learning loss that has plagued the country—especially racial and ethnic minorities—during the pandemic,<sup>44</sup> MPS and MFT

were drawing up a radical MOA on “Restorative Practices” that reads more like a CRT manifesto than a labor contract. Here is an excerpt:

We recognize that interpersonal, institutional and structural racism and other systems of oppression are deeply embedded in our social institutions. These systems of oppression impact the climate of our schools and our district. We acknowledge that each person has beliefs, conscious or unconscious, that perpetuate institutional and structural racism and other systems of oppression. We commit to ongoing learning, reflection and action to actively dismantle structural racism and oppressive behaviors at both the interpersonal and institutional levels. We will disrupt interpersonal and institutional racism and oppression to ensure we are not individually nor [sic] collectively perpetuating the cycle of systemic racism and oppression.

The MOA commits to implement restorative justice practices across MPS by December 2020, as well as develop a communications plan to propagandize in favor of restorative justice practices and require that restorative justice practices be included in teacher orientation agendas and in professional development programs.<sup>46</sup>

## **Discriminatory Hiring and Retention Policies**

All unions characterize themselves as existing for the betterment of each individual member. But as this report demonstrated previously with the provisions of the MPS-MFT agreement requiring consideration of race in termination and reinstatement decisions, some public school unions are beginning to divide their membership along racial lines in picking winners and losers of hiring and firing decisions. This mechanical (and illegal) method of choosing which races benefit from or are burdened by school employment policies is not only unnecessary and ultimately irrelevant to achieving the value of employee diversity held by stakeholders in school systems across the country; it is a betrayal of the teachers who contribute a significant amount of each paycheck to the union in exchange for what they believe will be zealous representation of their professional interests. Instead, many of these teachers, because they are white, are ultimately disadvantaged by the union in comparison with other members. This is not what union representation is supposed to be about.

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**Seattle.** Under their contract, “SEA and SPS agree that hiring, supporting and retaining educators of color is a primary focus of the District’s efforts to have work force equity under” a SPS policy entitled “Ensuring Educational and Racial Equity.”<sup>47</sup> It lists a variety of strategies specifically targeted to benefit what the agreement calls “educators of color” rather than *all* teachers, such as “[i]mplementing a cohort model for new Educators of Color, including mentorship and coaching, with other professional development” and “[p]roviding increased access to Career Ladder opportunities and Teacher Leadership Cadre.”<sup>48</sup> The agreement also explicitly permits SPS to engage in race-based decision-making when it comes to teacher layoffs, stating that, “[i]n order to retain a workforce that includes racial, gender, linguistic and equity literate educators in times of displacement and/or reduction in force, SPS may, as allowed by law, take action on a principal/program manager’s recommendations for exemptions to displacement and lay-off (reduction in force) . . . .” The CBA thus encourages the school system to exempt non-white teachers from layoffs. White members of the SPS receive no such security.

The Seattle Public Schools MOU requires the school district’s Department of Racial Equity Advancement and the union’s Center for Racial Equity to “consult with the Joint Labor Management committee in the interest of generating proposals to redress and respond to microaggressions and other forms of identity-based harm.”

SPS and SEA have also agreed to an MOU on “Hiring and Retaining Educators of Color.” This MOU calls for “[m]andatory [professional development] for principals about hiring educators of color” and targeted interview strategies, job fairs, and other interventions specifically for “educators of color.” The MOU requires the school district’s Department of Racial Equity Advancement and the union’s

Center for Racial Equity to “consult with the Joint Labor Management committee in the interest of generating proposals to redress and respond to microaggressions [minor comments that allegedly perpetuate racial bias] and other forms of identity-based harm.”<sup>49</sup>

**Minneapolis.** The race-based layoff and reinstatement provisions discussed at the beginning of this report are not the only provisions in MPS-MFT agreements that determine who does and does not receive benefits based on race. Another portion of the agreement reached to end the MFT strike in March 2022 requires MPS to “provide additional supports for MPS educators who are members of populations underrepresented among licensed teachers in the district,” in the form of “[n]avigational support with district services,” “[a]cclimation to building procedures, policies, and professional interactions and effective challenging of building procedures, policies, and professional interactions that are biased and/or oppressive in nature or effect,” and “[c]omprehensive mentor support with several points of contact, grounded in support and peer coaching, not evaluation.”<sup>50</sup> The agreement explicitly offers teachers who identify with minority racial groups services that white teachers cannot access—merely because of their race. This provision is a shameful abdication of the MFT’s duty to represent all of its members equally, no matter their race, skin color, ethnicity, or heritage.





# EMPLOYEES

## Manipulating Outcomes Along Racial Lines

In spite of its roots as an unobjectionable concept prioritizing equality of opportunity for all students, “equity” has become a trendy term in progressive education circles aimed at toppling the supposedly white supremacist structures of equal opportunity and replacing them with an obsessive focus on equality of outcomes based on race. Teacher union bosses are creatively using the mantle of “racial equity” in the negotiation of union contracts with school districts. Here are some examples.

**Seattle.** The SPS-SEA CBA declares on its first page that “[w]e are committed to ensuring racial equity in our educational system, unapologetically addressing the needs of students of color who are furthest from educational justice and working to undo the legacies of racism in our educational system.”<sup>51</sup> To remedy the alleged racism to which SPS now candidly admits having fostered, the agreement contains a 16-page section—located prior to any provision of teacher salaries, benefits, or rights—establishing and describing a “partnership” between the school district and the union leadership “for ensuring educational and racial equity.”<sup>52</sup>

The agreement’s racial equity section is both comprehensive and an incitement to panic. “SPS recognizes that commitment to institutionalizing racial equity is essential for the success of all learning communities; therefore, *all organizational structures must commit to make racial equity at [sic] the core of their charge(s).* There is not the luxury of time—*each day that passes without every effort being made to ensure that all students can reach the standards set by SPS for every student to be able to know and do upon graduation is a breach of our collective responsibility to provide a quality education.*”<sup>53</sup>

The agreement declares that, “[f]or purposes of eliminating disproportionate discipline [between racial groups]; promoting stronger relationships between schools; [sic] their staff, parents/guardians, and students; and supporting student learning and the closing of achievement and opportunity gaps [between racial groups], each building and program that is selected by the Partnership Committee will establish its own Racial Equity Team which meets a minimum of once per month.” The team must, among other things, “[s]upport the analysis of individual, institutional, and structural racism that is contributing to school wide [sic] disproportionality,” “[r]eview school/program data on disproportionality in discipline and other areas,” “[f]acilitate problem-solving around identified issues of disproportionality or inequity, especially pertaining to race,” and “review the [Continuous School Improvement Plan], budget, professional development plan and other whole school initiatives.” The agreement commits the school district to providing over a *quarter-million* dollars to support the expansion of Racial Equity Teams.<sup>54</sup>

As if this cumbersome structure were not enough, attached to the CBA is a separate agreement between the district and the union specifically focused on “Racial Equity.” The MOU requires SPS to provide “Racial Equity Literacy training,” also known as indoctrination in progressive politics, “in integrated

A Seattle Public Schools MOU requires Racial Equity Teams to use “antiracist work” to evaluate whether schools are doing enough to ensure equality of outcomes between racial groups.

spaces to all employees across the system.” It requires the Racial Equity Teams to use “antiracist work” to evaluate whether schools are doing enough to ensure equality of outcomes between racial groups. SPS and SEA pledge to work with the district’s technology department “to create anti-racist ways for students, families, and staff to indicate their racial identity.”<sup>55</sup>

**Minneapolis.** Rather than evaluate the performance of schools in teaching *all* students, regardless of skin color, the MPS-MFT collective bargaining agreement requires an obsessive racial focus in its “Quality Performance Indicators of School Achievement,” focusing on differences between racial groups in learning, participation in high-level courses, and dropout rates.<sup>56</sup> By requiring the consideration of race in performance indicators, the agreement pretends that each individual’s race is determinative of how he or she learns, pushing educators and administrators to treat students differently because of how they look rather than instilling in teachers the need to focus on each student’s individual needs. More dangerously, the agreement’s premise sends the message to minority students that they need more help than others to succeed.

In the agreement reached with MFT to end the strike in March 2022, MPS agreed to create an “Anti-Bias Anti Racist [ABAR] Educator Development and Advisory Council” with a focus on “professional development and educator support for future and current educational staff, with a committed focus on reducing inequitable practices and behaviors in our learning places and spaces as well as supporting educators, specifically educators of color, in navigating and *disrupting our district as a predominantly white*

*institution.*<sup>57</sup> The purposes of the ABAR Council include reviewing and consulting on “culturally responsive support for BIPOC [black, indigenous, and people of color]” and “professional development and support to effectively disrupt and dismantle racist and oppressive policies, practices, and interpersonal behaviors.”<sup>58</sup> The agreement insidiously aims to embed such racialized practices in school policy for all time through the establishment of ABAR subcommittees that facilitate “ongoing efforts . . . to *instill a sense of permanency* in anti-bias anti-racist initiatives and development.”<sup>59</sup>

Once again, it is worth penetrating this bureaucratic gobbledygook within these dense agreements, negotiated in the shadows without the knowledge of the public, to clearly understand what the agreements really mean. Through these deals, schools are abandoning the principle—and the constitutional and statutory requirement—that everyone must be treated equally, regardless of race, in favor of the patronizing idea that everyone must be

treated differently based on their race in order for some races to catch up to others. Bureaucratic advisory councils and committees and subcommittees aside, the discredited idea of treating people differently on the basis of race to ensure equality of outcomes is at the heart of these agreements. They are no longer labor contracts; they are policy paeans in service to CRT.

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## Conclusion

The average parent and teacher reading this report might be tempted to shrug off its findings by saying, “This may happen elsewhere, but never in my district.” Parents may know or at least have a good idea about who is teaching their children, and it may seem outlandish to them that a union of teachers could have anything but the best intentions for their kids.

But the evidence presented in this report shows that in school districts across the country, it is simply not the case that the union bosses and public education bureaucracies have the same good intentions toward the district’s student population as the average classroom teacher. These union leaders take their cues not from the teachers that they supposedly serve, but from the national education unions—the National Education Association (NEA) and the American Federation of Teachers (AFT)—whose sole purposes are to place politicians and officials in power to serve their selfish interests and maintain control over America’s public schools.<sup>60</sup> To hope that the radical CBA terms discussed in this report will remain within the confines of the large school districts without permeating the agreements of smaller suburban or rural districts is to misunderstand the nature of nationwide school union organization and to underestimate the militancy of progressive ideology. Anti-racism cannot succeed unless it disrupts all supposedly white supremacist structures in this country—not just those in cities. Unions across the country, starting at the top with AFT and NEA leadership, are acting on these



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goals with the active complicity of school districts.

A recent NEA tract entitled *Why Do Educators Strike?* proves that this phenomenon is not limited to large school districts. The article proudly asserts that “[w]hile the 20st [sic] century teacher strike might have been about teacher pay only, the 21nd [sic] century strikes that have taken place across the nation—from Los Angeles to Denver to Minneapolis to Haverhill, Mass.—reflect the

complex, often unmet needs of today’s students and classrooms,” including on issues like “school safety” and “racial equity.” A NEA specialist on collective bargaining identifies a 2012 strike in Chicago as a “game changer” that “was the beginning of a transformation in how we bargain and what we bargain” toward broad changes in school policies with impacts on students.<sup>62</sup> In the article, the NEA touts the success of its local affiliate in Haverhill, Massachusetts—a suburban public school district that enrolled approximately 7,800 students in the 2020–2021 school year<sup>63</sup>—in securing “contractual commitments to racial justice” as part of a post-strike settlement with the school district.<sup>64</sup> The NEA has no intention of limiting its affiliates’ use of collective bargaining to embed CRT and other progressive orthodoxies in school policies to large districts. This is a national effort.

Anyone who cares about what is happening in their community’s schools—and who lives in a state where collective bargaining by public school unions is permitted<sup>ii</sup>—owes it to the parents, children, and teachers of that community to investigate their school district’s collective bargaining contract and ensure that it is not tainted by the mandates discussed in this report. If the school district permits public observance of the process of negotiating the collective bargaining agreement, as some districts do, it is incumbent on anyone who cares about the well-being of the students and teachers in his or her district to attend and voice concerns prior to any agreement’s ratification.

Teachers have a unique interest in opposing the inclusion of leftist ideology in their union-negotiated contracts with the school district. These provisions often require school districts to shift resources away from their salary and benefits to fund unnecessary programs and personnel, including SEL staff. Despite the obvious financial windfall to the union bosses of hiring such additional (unionized) personnel, there are no corresponding benefits to teachers or students in such districts. In the name of cultural responsiveness and restorative practices, CBAs force teachers to attend interminable professional development trainings that have nothing to do with helping their students succeed. Rather than encourage teachers to exercise their professional judgment in deciding how to approach individual students in instruction and discipline, such provisions impose the unions’ preferred, one-size-fits-all dogma to constrain what teachers can teach and how they teach it. Far from zealously asserting the interests of their members, public school unions are using these provisions to rob teachers of their autonomy.

<sup>ii</sup>The National Council on Teacher Quality maintains on its website a helpful map of states that permit and states that prohibit collective bargaining by public education unions: <https://www.nctq.org/contract-database/collectiveBargaining>.



There are three major motivating factors—ideological, political, and financial—behind the push by the public school unions to embed leftist principles in school policies through the collective bargaining process. These goals reflect the fact that such unions, especially the staff and leadership of the NEA and AFT, march almost universally to the same progressive drumbeat and do not remotely reflect the political diversity of rank-and-file teachers.

“Far from zealously asserting the interests of their members, public school unions are using these provisions to rob teachers of their autonomy.”

- **Ideology.** The union bosses believe the ideas they insert into CBAs, drilled into the minds of the next generation, will wrest power from the allegedly racist structures of America and boldly reshape the country along “anti-racist” and “equitable” lines. To these bosses, the 1619 Project and the myths at the center of CRT are real, and only indoctrinating America’s youth in these ideas can save America from its racist past and present. Public schools are, naturally, the best places to unleash these ideas on children whose unsuspecting parents believe they are merely learning what they learned years ago. The unions’ stranglehold on public schools in most states has accelerated this indoctrination.
- **Politics.** Through CBA provisions that regulate the hiring and firing decisions of the school districts, teacher unions increase their membership and provide jobs for people who see the world through the union’s preferred ideological lens. In doing so, they increase their political power at all levels of government and effectively exercise a veto over policy proposals that would expand education freedom for parents and students.
- **Finances.** By increasing their membership in the manner described above, the union bosses draw dues from more paychecks. These dues, in turn, allow them to pursue their ideological goals while consolidating their political power.

In *Rules for Radicals*, Saul Alinsky writes, “Change comes from power, and power comes from organization.”<sup>65</sup> The public school unions have achieved organization and amassed the power. For them, the future is bright. Children are now subjected to anti-capitalist, “anti-racist,” and anti-factual concepts that were left for dead only a generation or two ago but are now force fed to them through curricula soaked with progressive thinking about American history, society, culture, and politics. To counter this trend, parents and, even more importantly, teachers who still believe in academic rigor, learning, hard work, discipline, and the unrivaled importance of facts must organize to reverse these malevolent, racist policies and provide for the effective education of children in America.

This report, which shines a light on this growing problem, is only a first step. In the coming months, the Defense of Freedom Institute will propose policies that parents, students, and teachers can support

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to roll back the nefarious control the unions have attained over school systems and purge political wish lists from collective contracts. For now, parents must scrutinize their school districts' contracts with the union bosses and hold their local school boards accountable for the inclusion of woke terminology that has nothing to do with traditional labor issues like salary and benefits. And teachers who believe in the exceptionalism of America's foundational promises of liberty and self-governance, as well as the value of their professional autonomy and judgment, must consider whether they should continue to support unions that wish to transform the United States beyond recognition and prevent them from effectively doing their jobs.

### **About the Author**

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### **The Defense of Freedom Institute for Policy Studies, Inc.**

DFI is a nonpartisan, nonprofit organization focused on providing thoughtful, conservative solutions to challenges in the areas of education, workforce, labor, and employment policy. Through a unique blend of policy and legal expertise, we fight to expand school and work opportunities for all Americans; to limit the power of federal agencies and government-sector unions; and to defend the civil and constitutional rights of all Americans in the classroom and the workplace. Among its initiatives, DFI highlights the activities of government-sector labor leaders that conflict with the best interests of families, students, teachers, and taxpayers.



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- 3 [https://www.mft59.org/\\_files/ugd/7a4db8\\_322ee8a7e471408c92cce0c8e3763d7f.pdf](https://www.mft59.org/_files/ugd/7a4db8_322ee8a7e471408c92cce0c8e3763d7f.pdf) at 4–5.
- 4 *E.g.*, <https://www.foxnews.com/media/minneapolis-teachers-union-agreement-stipulates-white-teachers-laid-off-first-regardless-seniority>; <https://www.nationalreview.com/2022/08/minneapolis-schools-and-teachers-union-target-white-educators/>.
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- 21 Collective Bargaining Agreement between Seattle Public Schools and Seattle Education Association, Certificated Non-Supervisory Employees, 2022–2025 [hereinafter SPS-SEA CBA], at 19 (emphasis added). To access this CBA, visit <https://www.seattleschools.org/board-meetings/september-28-2022-regular-board-meeting/> and find the link to the contract under “VI. Business Action Items,” “C. Action Items,” entitled “Approval of the 2022-2025 Collective Bargaining Agreements between Seattle Public Schools and Seattle Education Association Certificated Non-Supervisory Employees, Paraprofessional Staff, and Seattle Association of Educational Office Professionals.”
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- 31 <https://www.ctulocal1.org/wp-content/uploads/2021/09/CPS-CBA-2019-24.pdf> at 198.
- 32 [https://utla.net/app/uploads/2022/07/2019-2022\\_utla-laUSD\\_collective\\_bargaining\\_agreement.pdf](https://utla.net/app/uploads/2022/07/2019-2022_utla-laUSD_collective_bargaining_agreement.pdf) at 392. The MOU states that it expired on June 30, 2021, and it is unclear whether it is still operative.
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- 36 [https://www.montgomeryschoolsmd.org/uploadedFiles/departments/associationrelations/MCEA\\_Contract.pdf](https://www.montgomeryschoolsmd.org/uploadedFiles/departments/associationrelations/MCEA_Contract.pdf) at 14 (emphases added).
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- 38 [https://www.montgomeryschoolsmd.org/uploadedFiles/departments/associationrelations/MCEA\\_Contract.pdf](https://www.montgomeryschoolsmd.org/uploadedFiles/departments/associationrelations/MCEA_Contract.pdf) at 23 (emphasis added).
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- 40 [https://assets.nationbuilder.com/pdxteachers/pages/35/attachments/original/1665093493/PAT-PPS\\_Contract\\_2022-2023\\_final\\_signed.pdf?1665093493](https://assets.nationbuilder.com/pdxteachers/pages/35/attachments/original/1665093493/PAT-PPS_Contract_2022-2023_final_signed.pdf?1665093493) at 104 (emphasis added).
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- 44 According to the COVID-19 School Data Hub, Minneapolis schools remained closed through January 2021 and remained in “hybrid” status—a mix of in-person and virtual classes—through the full 2020–21 school year. See <https://www.covidschooldatahub.com/states/minnesota>.
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- 57 [https://www.mft59.org/\\_files/ugd/7a4db8\\_322ee8a7e471408c92cce0c8e3763d7f.pdf](https://www.mft59.org/_files/ugd/7a4db8_322ee8a7e471408c92cce0c8e3763d7f.pdf) at 2 (emphasis added).
- 58 [https://www.mft59.org/\\_files/ugd/7a4db8\\_322ee8a7e471408c92cce0c8e3763d7f.pdf](https://www.mft59.org/_files/ugd/7a4db8_322ee8a7e471408c92cce0c8e3763d7f.pdf) at 2.
- 59 [https://www.mft59.org/\\_files/ugd/7a4db8\\_322ee8a7e471408c92cce0c8e3763d7f.pdf](https://www.mft59.org/_files/ugd/7a4db8_322ee8a7e471408c92cce0c8e3763d7f.pdf) at 3 (emphasis added).
- 60 For more on the extreme positions of the AFT and NEA, see DFI’s August 2022 report on the resolutions adopted at their summer meetings, available here: <https://dfipolicy.org/summerofwoke>.

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