



July 10, 2025

Denver Office
Office for Civil Rights
U.S. Department of Education
Cesar E. Chavez Memorial Building
1244 Speer Boulevard, Suite 310
Denver, CO 80204-3582

Re: Request for Investigation of Minneapolis Public Schools' Blatant Violation of the Equal Protection Clause.

Dear Sir/Madam:

Judicial Watch requests the Office for Civil Rights investigate Article 15 of the collective bargaining agreement between the Minneapolis Public Schools, Special District No. 1 ("MPS") and the Minneapolis Federal of Teachers Local 59.¹ The contract violates the equal protection clause of the Fourteenth Amendment to the U.S. Constitution.

Article 15 exempts teachers of color from MPS's seniority-based layoffs and reassignments, which means, when layoffs or reassignments occur, the next senior teacher who is not "of color" would be laid off or reassigned. The contract also mandates that MPS reinstate teachers of color over more senior teachers who are not "of color." Prior to the contract, teachers were laid off or reassigned in order of seniority, with the least senior teachers laid off or reassigned first, without regard to race or ethnicity. Similarly, teachers were reinstated in order of seniority, with the more senior teachers reinstated first, without regard to race or ethnicity. Article 15 has been effective as of July 1, 2021, and continues to be in effect today. In addition, MPS is currently negotiating with the teachers' union concerning a new contract. There is no indication that this provision will not be included in the new contract.

All racial classifications are subject to strict scrutiny.² To survive strict scrutiny under the Fourteenth Amendment's equal protection clause, MPS must be able to show that providing

¹ Tentative Agreement for the 2021-2023 Teacher Chapter Contract Reached March 25, 2022, Article 15.1.2.i. (available at

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² *Adarand Constructors v. Peña*, 515 U.S. 200, 227 (1995).

preferences, protections, and privileges for certain public-school teachers on the basis of race and ethnicity is “narrowly tailored” to serve a “compelling government interest.”³

In *Wygant v. Jackson*, the U.S. Supreme Court held that “societal discrimination, without more, is too amorphous a basis for imposing a racially classified remedy” and is not sufficient to justify racial classifications.⁴ That principle has been repeatedly reaffirmed in *Richmond v. J.A. Croson Co.*,⁵ *Shaw v. Hunt*,⁶ and (most recently) *Students for Fair Admissions, Inc. v. President & Fellows of Harv. Coll.*⁷ Before a governmental entity uses racial classifications to remedy discrimination, the law requires that entity to show that it previously engaged in discrimination.⁸ In *SFFA*, the court addressed race as a factor in university admissions. While the focus in *SFFA* was on diversity of the student body, the Supreme Court identified only two instances where precedential compelling interests permitted resorting to race-based government action outside of the context of higher education.⁹ One instance is to remediate specific, identified instances of past discrimination that violated the Constitution or a statute.¹⁰ The other is avoiding imminent and serious risks to human safety in prisons, such as a race riot.¹¹

MPS asserts that the language in Article 15 is “to remedy the continuing effects of past discrimination by the District.”¹² However, MPS has not identified the type of discrimination, when the discrimination occurred, who was discriminated against and how so, or even if the discrimination took place during layoffs, reassessments, reinstatements, or retentions.

In addition, MPS asserts that the promotion of racial diversity is a compelling interest.¹³ While the Supreme Court has held in the past that the “promotion of racial diversity” is a compelling interest in the context of higher education, it has never been a compelling interest in primary and secondary education.¹⁴ Additionally, in *SFFA* the Supreme Court ruled that Harvard’s admissions programs, which strived to achieve racial diversity, had flaws that failed to present an “exceedingly persuasive justification” for separating students on the basis of race that was measurable and concrete.¹⁵ The Court also found that the admissions programs lacked a

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logical end point¹⁶ and that the racial categories were overbroad¹⁷ and stereotypical, among other bases for rejecting the programs.¹⁸ While teachers are the primary focus of Article 15, similar flaws exist in the contract provision. First, MPS does not show that there is a lack of diversity of teachers to begin with, the degree to which there is a lack of diversity of teachers, or that prior layoffs, reassessments, reinstatements, or retentions led to a lack of racial diversity. Second, the provision labeled “protections for educators of color” refers to “underrepresented teachers.” The extent to which the provision will be enforced is imprecise because “underrepresented teachers” is a vague label and the provision is also indefinite.

Generally, the “narrowly tailored” prong need not be addressed if a legitimate “compelling government interest”¹⁹ has not been shown by the government. Nonetheless, MPS has not shown that the provision at issue is narrowly tailored. Narrow tailoring requires courts to examine, among other things, whether a racial classification is “necessary”— in other words, whether race-neutral alternatives could adequately achieve the governmental interest.²⁰ In *Wygant*, three Supreme Court justices provided an example that could satisfy the narrowly tailored standard.²¹ The three justices concluded their opinion with:

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MPS’s Article 15 is repugnant to the U.S. Constitution’s guarantee of equal protection under the 14th Amendment. It is not only a discriminatory contract that threatens teachers’ jobs, but a blatant civil rights violation and cannot stand. An institution’s violation of Title VI, which prohibits discrimination based on race, color, or national origin in education,²³ can result in loss of federal funds. In 2022-2023 19% of MPS’s funding came from federal sources.²⁴

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Judicial Watch urges you to open a formal investigation into the Minneapolis Public School District and take appropriate remedial actions. Should any portion of this complaint fall outside the OCR's subject matter jurisdiction, we request that you refer that portion to the Attorney General for further action.

Sincerely,

JUDICIAL WATCH, INC.

A handwritten signature in blue ink, appearing to read "Thomas J. Fitton".

Thomas J. Fitton
President



July 10, 2025

Civil Rights Center
U.S. Department of Labor
200 Constitution Ave NW
Room N-4123
Washington, DC 20210

Re: Request for Investigation of Minneapolis Public Schools' Blatant Violation of the Equal Protection Clause.

Dear Sir/Madam:

Judicial Watch requests the Office for Civil Rights investigate Article 15 of the collective bargaining agreement between the Minneapolis Public Schools, Special District No. 1 (“MPS”) and the Minneapolis Federal of Teachers Local 59.¹ The contract violates the equal protection clause of the Fourteenth Amendment to the U.S. Constitution.

Article 15 exempts teachers of color from MPS’s seniority-based layoffs and reassessments, which means, when layoffs or reassessments occur, the next senior teacher who is not “of color” would be laid off or reassigned. The contract also mandates that MPS reinstate teachers of color over more senior teachers who are not “of color.” Prior to the contract, teachers were laid off or reassigned in order of seniority, with the least senior teachers laid off or reassigned first, without regard to race or ethnicity. Similarly, teachers were reinstated in order of seniority, with the more senior teachers reinstated first, without regard to race or ethnicity. Article 15 has been effective as of July 1, 2021, and continues to be in effect today. In addition, MPS is currently negotiating with the teachers’ union concerning a new contract. There is no indication that this provision will not be included in the new contract.

All racial classifications are subject to strict scrutiny.² To survive strict scrutiny under the Fourteenth Amendment’s equal protection clause, MPS must be able to show that providing preferences, protections, and privileges for certain public-school teachers on the basis of race and ethnicity is “narrowly tailored” to serve a “compelling government interest.”³

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MPS asserts that the language in Article 15 is “to remedy the continuing effects of past discrimination by the District.”¹² However, MPS has not identified the type of discrimination, when the discrimination occurred, who was discriminated against and how so, or even if the discrimination took place during layoffs, reassessments, reinstatements, or retentions.

In addition, MPS asserts that the promotion of racial diversity is a compelling interest.¹³ While the Supreme Court has held in the past that the “promotion of racial diversity” is a compelling interest in the context of higher education, it has never been a compelling interest in primary and secondary education.¹⁴ Additionally, in *SFFA* the Supreme Court ruled that Harvard’s admissions programs, which strived to achieve racial diversity, had flaws that failed to present an “exceedingly persuasive justification” for separating students on the basis of race that was measurable and concrete.¹⁵ The Court also found that the admissions programs lacked a logical end point¹⁶ and that the racial categories were overbroad¹⁷ and stereotypical, among other

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bases for rejecting the programs.¹⁸ While teachers are the primary focus of Article 15, similar flaws exist in the contract provision. First, MPS does not show that there is a lack of diversity of teachers to begin with, the degree to which there is a lack of diversity of teachers, or that prior layoffs, reassignments, reinstatements, or retentions led to a lack of racial diversity. Second, the provision labeled “protections for educators of color” refers to “underrepresented teachers.” The extent to which the provision will be enforced is imprecise because “underrepresented teachers” is a vague label and the provision is also indefinite.

Generally, the “narrowly tailored” prong need not be addressed if a legitimate “compelling government interest”¹⁹ has not been shown by the government. Nonetheless, MPS has not shown that the provision at issue is narrowly tailored. Narrow tailoring requires courts to examine, among other things, whether a racial classification is “necessary”— in other words, whether race-neutral alternatives could adequately achieve the governmental interest.²⁰ In *Wygant*, three Supreme Court justices provided an example that could satisfy the narrowly tailored standard.²¹ The three justices concluded their opinion with:

While hiring goals impose a diffuse burden, often foreclosing only one of several opportunities, layoffs impose the entire burden of achieving racial equality on individuals, often resulting in serious disruption of their lives. That burden is too intrusive. We therefore hold that, as a means of accomplishing purposes that otherwise may be legitimate, the Board’s layoff plan is not sufficiently narrowly tailored. Other, less intrusive means of accomplishing similar purposes – such as the adoption of hiring goals – are available. For these reasons, the Board’s selection of layoffs as the means to accomplish even a valid purpose cannot satisfy the demands of the Equal Protection Clause.²²

MPS’s Article 15 is repugnant to the U.S. Constitution’s guarantee of equal protection under the 14th Amendment. It is not only a discriminatory contract that threatens teachers’ jobs, but a blatant civil rights violation and cannot stand. An institution’s violation of Title VI, which prohibits discrimination based on race, color, or national origin in education,²³ can result in loss of federal funds. In 2022-2023 19% of MPS’s funding came from federal sources.²⁴

Judicial Watch urges you to open a formal investigation into the Minneapolis Public School District and take appropriate remedial actions. Should any portion of this complaint fall

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outside the OCR's subject matter jurisdiction, we request that you refer that portion to the Attorney General for further action.

Sincerely,

JUDICIAL WATCH, INC.

A handwritten signature in blue ink, appearing to read "TJF".

Thomas J. Fitton
President



July 10, 2025

The Honorable Linda McMahon
Secretary of Education
U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202

Re: Request for Investigation of Minneapolis Public Schools' Blatant Violation of the Equal Protection Clause.

Dear Madam Secretary:

Judicial Watch, Inc. requests that the U.S. Department of Education investigate the Minneapolis Public Schools, Special District No. 1, for civil rights violations. A copy of a complaint we are sending to the department's Office of Civil Rights in Denver, Colorado and Washington, DC is enclosed for your review.

Thank you for your attention to this matter.

Sincerely,

JUDICIAL WATCH, INC.

Thomas Fitton
President

Encl.



July 10, 2025

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U.S. Department of Education
400 Maryland Avenue, S.W.
Washington, D.C. 20202

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Thomas J. Fitton
President



July 10, 2025

U.S. Department of Justice
Civil Rights Division
950 Pennsylvania Avenue, N.W.
Office of the Assistant Attorney General, Main
Washington, D.C. 20530

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¹⁶ *Id.* at 187.

¹⁷ *Id.* at 186.

bases for rejecting the programs.¹⁸ While teachers are the primary focus of Article 15, similar flaws exist in the contract provision. First, MPS does not show that there is a lack of diversity of teachers to begin with, the degree to which there is a lack of diversity of teachers, or that prior layoffs, reassignments, reinstatements, or retentions led to a lack of racial diversity. Second, the provision labeled “protections for educators of color” refers to “underrepresented teachers.” The extent to which the provision will be enforced is imprecise because “underrepresented teachers” is a vague label and the provision is also indefinite.

Generally, the “narrowly tailored” prong need not be addressed if a legitimate “compelling government interest”¹⁹ has not been shown by the government. Nonetheless, MPS has not shown that the provision at issue is narrowly tailored. Narrow tailoring requires courts to examine, among other things, whether a racial classification is “necessary”—in other words, whether race-neutral alternatives could adequately achieve the governmental interest.²⁰ In *Wygant*, three Supreme Court justices provided an example that could satisfy the narrowly tailored standard.²¹ The three justices concluded their opinion with:

While hiring goals impose a diffuse burden, often foreclosing only one of several opportunities, layoffs impose the entire burden of achieving racial equality on individuals, often resulting in serious disruption of their lives. That burden is too intrusive. We therefore hold that, as a means of accomplishing purposes that otherwise may be legitimate, the Board’s layoff plan is not sufficiently narrowly tailored. Other, less intrusive means of accomplishing similar purposes—such as the adoption of hiring goals—are available. For these reasons, the Board’s selection of layoffs as the means to accomplish even a valid purpose cannot satisfy the demands of the Equal Protection Clause.²²

MPS’s Article 15 is repugnant to the U.S. Constitution’s guarantee of equal protection under the 14th Amendment. It is not only a discriminatory contract that threatens teachers’ jobs, but a blatant civil rights violation and cannot stand. An institution’s violation of Title VI, which prohibits discrimination based on race, color, or national origin in education,²³ can result in loss of federal funds. In 2022-2023 19% of MPS’s funding came from federal sources.²⁴

Judicial Watch urges you to open a formal investigation into the Minneapolis Public School District and take appropriate remedial actions. Should any portion of this complaint fall

¹⁸ *Id.* at 187.

¹⁹ *Adarand Constructors*, 515 U.S. at 227.

²⁰ *SFFA*, 600 U.S. at 311.

²¹ *Wygant*, 476 U.S. at 283-284.

²² *Id.*

²³ 42 U.S. Code § 2000d

²⁴ Budget Brief: State and Federal Funding, <https://www.mpschools.org/about-mps/news/news-details/~board/budget-briefs/post/budget-brief-state-and-federal-funding> (last visited July 7, 2025).

outside the OCR's subject matter jurisdiction, we request that you refer that portion to the Attorney General for further action.

Sincerely,

JUDICIAL WATCH, INC.

A handwritten signature in blue ink, appearing to read "T.J. Fitton".

Thomas J. Fitton
President