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TAXPAYER STANDING - MINNESOTA

Huizenga v. Independent School District No. 11

United States Court of Appeals, Eighth Circuit - August 11, 2025 - F.4th - 2025 WL 2302432

Taxpayers brought § 1983 action against school district and teachers' union, alleging that political advocacy by teachers while on paid leave, under provision of collective-bargaining agreement (CBA) allowing paid leave for the conduct of union business, violated taxpayers' free-speech rights under the First Amendment and the Minnesota Constitution, and violated the Minnesota Public Employee Labor Relations Act.

The United States District Court for the District of Minnesota dismissed claims for lack of Article III standing and declined to exercise supplemental jurisdiction over state-law claims. Taxpayers appealed. The United States Court of Appeals for the Eighth Circuit vacated and remanded. On remand, the United States District Court for the District of Minnesota granted defendants' summary judgment motion, and denied taxpayers' cross-motion for summary judgment as moot. Taxpayers appealed.

The Court of Appeals held that:

- Two taxpayers belonged to a particular taxpayer base of district residents with a special interest in the funds allocated to the school district;
- Taxpayer who had left the taxpayer base by moving outside of school district after filing complaint could not show a likelihood of future injury necessary to establish municipal taxpayer standing;
- Union leave policy caused a direct expenditure of school district funds, giving school district residents a direct interest as taxpayers;
- Taxpayers had municipal taxpayer standing; and
- Taxpayers satisfied the "fairly traceable" element for municipal taxpayer standing.

Municipal taxpayers of school district belonged to a particular taxpayer base of district residents with a special interest in the funds allocated to the school district, as would support finding that taxpayers had municipal taxpayer standing to bring § 1983 action against school district and teachers' union, alleging that political advocacy by teachers while on paid leave, under provision of collective-bargaining agreement (CBA) allowing paid leave for the conduct of union business, violated taxpayers' free-speech rights under the First Amendment, among other claims.

Teachers' union leave policy caused a direct expenditure of school district funds, giving residents a direct interest as taxpayers, so that residents met the injury-in-fact requirement for Article III municipal taxpayer standing to bring § 1983 action against school district and teachers' union, alleging that political advocacy by teachers while on paid leave, under provision of collective-bargaining agreement (CBA) allowing paid leave for the conduct of union business, violated taxpayers' free-speech rights under the First Amendment, among other claims.

Taxpayers had a direct pecuniary injury sufficient to establish municipal taxpayer standing to bring § 1983 action against school district and teachers' union, alleging First Amendment violation, among

other claims, because their taxes directly supported the activities complained of relating to union leave agreement, pursuant to which school district made non-ordinary expenditures when it paid substitute teachers while full-time teachers took paid union leave to engage in political and campaign advocacy, thereby forcing municipal taxpayers to subsidize union's political speech in violation of taxpayers' First Amendment rights, even though union reimbursed cost of substitute teachers.

Taxpayers satisfied the "fairly traceable" element for municipal taxpayer standing to bring § 1983 action against school district and teachers' union, alleging that political advocacy by teachers while on paid leave, under provision of collective-bargaining agreement (CBA) allowing paid leave for conduct of union business, violated taxpayers' free-speech rights under the First Amendment, among other claims, by establishing that teachers' salaries were paid from the school district's General Fund, notwithstanding fact that General Fund intermingled state, federal, and local funds.