

No. 25-888

IN THE
Supreme Court of the United States

ANOKA HENNEPIN EDUCATION MINNESOTA
(AMERICAN FEDERATION OF TEACHERS LOCAL
7007),

Petitioner,

—v.—

DON HUIZENGA, NANCY POWELL, JIM BENDTSEN,
AND

INDEPENDENT SCHOOL DISTRICT NO. 11,

Respondents.

On Petition for Writ of Certiorari to
the United States Court of Appeals for the Eighth Circuit

**RESPONSE TO PETITION FOR WRIT
OF CERTIORARI**

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CORPORATE DISCLOSURE STATEMENT

Respondent Independent School District No. 11 is not a corporation, so no corporate disclosure statement is required under Supreme Court Rule 29.6.

Petitioner Anoka-Hennepin Education Minnesota (“AHEM”) filed a petition for a writ of certiorari on January 21, 2026, challenging the Eighth Circuit Court of Appeals’ decision that Plaintiffs-Respondents have standing to pursue their First Amendment claim. Independent School District No. 11 (“District”) is also a respondent in the case. The District did not take a position on the issue of standing before the Federal District Court of Minnesota or the Eighth Circuit Court of Appeals, and the District did not participate in briefing or oral argument on this issue before either court. Accordingly, the District submitted a written waiver of the right to file a brief in opposition to the petition for a writ of certiorari. On March 23, 2026, the Supreme Court requested that the District file a response.

AHEM and the District are parties to a collective bargaining agreement (“CBA”) governing the negotiated terms and conditions of employment for teachers. Prior to the commencement of this litigation, the District asserted to AHEM that language in the CBA governing paid union leave was unlawful and should be removed from the CBA. The District’s position was based primarily on State law. AHEM refused to agree to remove the paid union leave provision from the CBA.

When Plaintiffs-Respondents sued AHEM and the District over the language in the CBA, the District’s position on paid union leave did not change. Having asserted before the lawsuit that the union leave provision was unlawful, the District did not seek

to defend the union leave provision in the lawsuit. The District continues to desire the removal of the paid union leave provision of the CBA.

However, in addition to challenging the paid union leave provisions based on state law, Plaintiffs-Respondents alleged that the paid union leave provision and AHEM's use of union leave for political advocacy violated the First Amendment to the United States Constitution. In connection with that claim, Plaintiffs-Respondents sought prospective relief under 42 U.S.C. § 1983 and an award of attorney fees under 42 U.S.C. § 1988. The District carefully analyzed Plaintiffs-Respondents' claims. Although the District does not take a position on Plaintiff's First Amendment claim, the District determined that Plaintiffs-Respondents made colorable arguments in support of their First Amendment Claim.

Recognizing the District's inability to defend the CBA provision based on state law and recognizing the risk of having to pay attorney fees if Plaintiffs-Respondents could establish standing and prevail on their First Amendment claim, the District entered into a formal memorandum of agreement with Plaintiffs-Respondents regarding the payment of attorney fees in the event Plaintiffs-Respondents prevailed on their First Amendment claim. In the memorandum of agreement, which was subsequently disclosed to AHEM, Plaintiffs-Respondents promised not to seek to recover attorney fees or costs from the District if they prevail in the action. In consideration for Plaintiffs promise not to seek to recover attorney fees from the District, the District agreed not to

oppose Plaintiffs-Respondents' motion for a preliminary injunction or other prospective relief. To be clear, the District does not support or oppose Plaintiffs' motion for a preliminary injunction or other prospective relief. Rather, the District takes a neutral position on this issue. This has been the District's position throughout the litigation.

For the reasons stated above, the District does not take a position on the issue of standing. Respondent District remains neutral on this issue and on the issue of whether the Court should grant certiorari. Respondent District does not oppose, support, or take any position on whether the Court should grant or deny Petitioner AHEM's petition for a writ of certiorari.

Dated: May 22, 2026

Respectfully Submitted,

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