

David Blaska,

Plaintiff,

-vs-

Case No. 14-CV-2578

Madison Metropolitan School District Board of Education,
Madison Metropolitan School District, and
Madison Teachers Inc.

Defendants.

**PLAINTIFF'S INITIAL RESPONSE TO MOTION TO STRIKE
SUBMITTED BY DEFENDANTS**

As part of their responsive pleading under Wis. Stat. §802.06, the Defendants Madison Metropolitan School District Board of Education (the "School Board") and the Madison Metropolitan School District (the "School District") included a paragraph entitled "Motion to Strike." The Motion to Strike requests that the Court strike certain portions of the Complaint which allege that the Collective Bargaining Agreements between the School District and Madison Teachers, Inc. are illegal because they violate the rights of teachers. That Motion is reiterated throughout their Answer in response to specific paragraphs in the Complaint. The Co-defendant, Madison Teachers, Inc., joined in the Motion in its responsive pleading. The Plaintiff's initial response to the Motion to Strike is as follows:

1. The Plaintiff opposes the motions. The allegations that the Collective Bargaining Agreements violate the rights of teachers are material to the Plaintiff's cause of action.
2. Plaintiff's cause of action is that the Collective Bargaining Agreements are illegal and therefore void. Taxpayers have standing to challenge any unlawful action by a government entity that results in the expenditure of public funds. *S.D. Realty Co. v. Sewerage Comm'n of Milwaukee*, 15 Wis. 2d 15, 112 N.W.2d 177 (1961). This includes illegal contracts that require the expenditure of public funds. *See, e.g., Hart v. Ament*, 176 Wis. 2d 694, 500 N.W.2d 312 (1993) (challenging transfer of a county museum to a private organization); *Berger v. City of Superior*, 166 Wis. 477, 166 N.W. 36 (1918) (challenging expenditure of city funds on invalid contract). Thus, under taxpayer standing, the Plaintiff has the right to challenge any aspect of the Collective Bargaining Agreements that is illegal.

3. Moreover, as explained in Paragraph 41 of the Complaint, the provisions of the Collective Bargaining Agreements which violate the rights of teachers under Act 10 expose the School District to financial claims by teachers for those violations. For example, teachers whose wages are reduced by the School District for payments of union dues would have claims against the School District if those payroll deductions were unlawful under Act 10. This causes increased financial harm to taxpayers.
4. If the Collective Bargaining Agreements are illegal for any reason, any taxpayer has the right to challenge them, because, as alleged in the Complaint, they require the expenditure of public funds. (Complaint, ¶40.) Any and all portions of the Collective Bargaining Agreements that are illegal are therefore germane to this suit. The fact that the CBAs violate the rights of teachers and expose the School District to future financial claims simply adds emphasis to this point

WHEREFORE, the Plaintiff requests that the Court set a briefing schedule on the Motion to Strike including a date for the School Board and School District, and/or the Co-defendant, Madison Teachers Inc. to file a brief in support of the motion, or waive the right to do so; a date 21 days thereafter for the Plaintiff to file a brief, and a date for a hearing on the motion.

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