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Minn. Stat. § 480A.08, subd. 3 (2012).*

**STATE OF MINNESOTA
IN COURT OF APPEALS
A12-1309**

Education Minnesota Inver Grove Heights,
Local 1718,
Appellant,

vs.

Independent School District No. 199,
Inver Grove Heights, Minnesota,
Respondent.

**Filed April 15, 2013
Reversed and remanded
Peterson, Judge**

Dakota County District Court
File No. 19HA-CV-11-6496

Jess Anna Glover, Education Minnesota, St. Paul, Minnesota (for appellant)

Margaret Ann Skelton, Christian R. Shafer, Ratwik, Roszak & Maloney, PA,
Minneapolis, Minnesota (for respondent)

Considered and decided by Peterson, Presiding Judge; Chutich, Judge; and Smith,
Judge.

UNPUBLISHED OPINION

PETERSON, Judge

Appellant-union challenges a district court order denying its motion to compel
arbitration of a dispute with respondent-school-district about respondent's compensation

of licensed teachers for services provided in an extended-day kindergarten program. Because the legislature changed the statute that governs appellant's motion and the changes were not brought to the district court's attention, we reverse and remand.

FACTS

Appellant Education Minnesota Inver Grove Heights, Local No. 1718, represents licensed teachers employed by respondent Independent School District No. 199, Inver Grove Heights, Minnesota. Appellant and respondent are parties to a collective-bargaining agreement (CBA) that governs the terms and conditions of employment of licensed teachers, including compensation. The CBA provides for binding arbitration of grievances and defines a grievance as “[a] dispute or disagreement as to the interpretation or application of any terms or terms and conditions contained in this Agreement.”

During the 2009-2010 and 2010-2011 school years, respondent offered two different kindergarten programs, a half-day program that was available to all students at no cost and a tuition-based, full-day program. During those school years, respondent also offered an extended-day kindergarten program to at-risk students enrolled in the half-day kindergarten program. Four individuals who held elementary-education licenses and were employed by respondent as classroom teachers also provided services in the extended-day kindergarten program. Respondent paid the individuals for their work in the extended-day program at a rate less than that required by the CBA for teachers.

After respondent refused appellant's demands to pay the individuals according to the CBA or participate in arbitration, appellant filed a motion in the district court to

compel arbitration. The district court denied appellant's motion on the ground that the extended-day positions were not governed by the CBA. This appeal followed.

D E C I S I O N

In 2010, the legislature repealed the Uniform Arbitration Act (UAA) and replaced it with the Revised Uniform Arbitration Act (RUAA). 2010 Minn. Laws ch. 264, art. 1. This legislative action was not brought to the district court's attention when it considered appellant's motion to compel arbitration, and it appears that both parties' submissions to the district court were based on the understanding that the UAA applied. Appellant argues for the first time on appeal that the RUAA governs its motion to compel arbitration.

Generally, this court will consider only those issues that the record shows were presented to and considered by the district court in deciding the matter before it. *Thiele v. Stich*, 425 N.W.2d 580, 582 (Minn. 1988). But this court has discretion to address any issue as the interests of justice require. Minn. R. Civ. App. P. 103.04. And an appellate court has an obligation to decide cases according to the law, and "that responsibility is not to be diluted by counsel's oversights, lack of research, failure to specify issues or to cite relevant authorities." *State v. Hannuksela*, 452 N.W.2d 668, 673 n.7 (Minn. 1990) (quotation omitted); see also *Greenbush State Bank v. Stephens*, 463 N.W.2d 303, 306 n.1 (Minn. App. 1990) (applying doctrine in civil case), *review denied* (Minn. Feb. 4, 1991).

The RUAA states, "The court shall decide whether an agreement to arbitrate exists or a controversy is subject to an agreement to arbitrate, except in the case of a grievance

arising under a collective bargaining agreement when an arbitrator shall decide.” Minn. Stat. § 572B.06(b) (2012). This provision was enacted in 2010 and became effective August 1, 2011. 2010 Minn. Laws ch. 264, art. 1, § 6. Appellant submitted its motion under Minn. Stat. § 572.09(a) (2010), which states, “On application of a party showing an agreement described in section 572.08, and the opposing party’s refusal to arbitrate, the court shall order the parties to proceed with arbitration, but if the opposing party denies the existence of the agreement to arbitrate, the court shall proceed summarily to the determination of the issue so raised and shall order arbitration if found for the moving party, otherwise, the application shall be denied.”

Minn. Stat. § 572.09(a) was repealed effective August 1, 2012. 2010 Minn. Laws ch. 264, art. 1, § 32. Generally, when a statute is repealed during the pendency of an action, the court may apply either the former statute or the newly enacted statute. *Hennepin Cnty. ex rel. of Bartlow v. Brinkman*, 378 N.W.2d 790, 792 (Minn. 1985) (citing Minn. Stat. § 645.35 (1984)). But the RUAA specifically states, “On or after August 1, 2011, sections 572B.01 to 572B.31 govern agreements to arbitrate even if the arbitration agreement was entered into prior to August 1, 2011.” Minn. Stat. § 572B.03(b) (2012). Appellant filed its motion to compel arbitration in December 2011. Consequently, the RUAA governs the parties’ agreement to arbitrate, and the district court did not have discretion to apply the UAA.

The authority relied on by the district court in deciding appellant’s motion to compel arbitration was decided under the UAA. *See, e.g., Lueth v. City of Glencoe*, 639 N.W.2d 613, 617 (Minn. App. 2002), *review denied* Minn. Apr. 16, 2002). We,

therefore, reverse and remand for the district court to address appellant's motion under the RUAA. We express no opinion about the outcome under the RUAA.

Reversed and remanded.