

**Minnesota Hockey Grievance Committee**  
**Brooklyn Park, Minnesota**  
**April 29, 2007**

**RE: Hearing In The Matter of Appeal of Ruling Made By Minnesota Hockey Maroon Region Vice President Regarding The Resolution of Boundary Disputes Between Champlin Park Youth Hockey Association and Brooklyn Park Youth Hockey Association**

Grievants: Champlin Park Youth Hockey Association (CPYHA)

Respondents: Dave Margenau, Vice President, Maroon Region, Minnesota Hockey  
John Perry, Director, Minnesota Hockey District 3  
Tim Timm, Director, Minnesota Hockey District 10

Others Present: Gordy Littler, CPYHA, Mike Stephenson, CPYHA, Sean Mickelson, Brooklyn Park Youth Hockey Association (BPYHA), John Miller, President, Minnesota Hockey District 10 Board of Directors

Committee Present: Gerald DeMeo, Committee Chair  
John Carter, Philip Graber  
Pete Hill, Director, District 11, Minnesota Hockey (alternate for George Swentik)  
Brad Hewitt, Director, District 6, Minnesota Hockey (alternate for Rich Rakness)

Mr. DeMeo called the Hearing to order at 12:30 PM. A roll was taken of those present. Appearing for the Grievants were Gordy Littler, President, CPYHA and Mike Stephenson. Dave Margenau, Tim Timm and John Perry appeared in behalf of the Respondents.

**BACKGROUND**

In 1992, a new high school was built in the community of Champlin Park. The new school, within the jurisdiction of Anoka-Hennepin Counties Independent School District (ISD) 11, received students from Champlin Park as well as some students from the surrounding communities of Anoka and Brooklyn Park. With the change in school boundaries, these same students who were playing hockey with their former associations (either Anoka or Brooklyn Park) would become members of CPYHA. Through the mutual action of the Minnesota Hockey District Directors (Champlin Park and Anoka were within District 10 and Brooklyn Park was within District 3), an arrangement was made that provided a one-time choice for those Brooklyn Park families living within the boundaries of the new school (ISD 11). They could either remain as members of BPYHA or become members of CPYHA. There was no "sunset" time established for this arrangement.

The one-time choice option continued through the 1994-95-hockey season. In 1995, CPYHA asked its district director to address the issue and to provide CPYHA with a new Affiliate Agreement that clearly specified its boundaries. This new agreement defined the "Anoka Hennepin District 11 Champlin Park High School" as the CPYHA boundaries. It was dated September 5, 1995 and signed by the Minnesota Hockey District 10 Director on September 30, 1995. Meanwhile the BPYHA Affiliate Agreement was not changed, allowing room for some confusion about the exact BPYHA boundaries. This issue was resolved in 2005, when a new BPYHA Affiliate Agreement was executed on September 14, 2005, defining the BPYHA boundaries as "Park Center High

School”; however, despite the formal change to its Affiliate Agreement, the practice of offering a one-time choice was continued by BPYHA after this date.

In 2006, CPYHA, BPYHA, the Minnesota Hockey Directors from Districts 3 & 10 and the Minnesota Hockey Maroon Region Coordinator met several times in an attempt to resolve the one-time choice issue. No resolution was attained during those meetings. In December 2006, CPYHA filed a grievance with its district director, asking that BPYHA discontinue its practice of registering players that resided within CPYHA boundaries. Further, CPYHA asked that any player living within the CPYHA boundaries that was registered by BPYHA be required to play in the CPYHA. Because there were two districts involved, the matter was referred to the Maroon Regional Coordinator for resolution.

In an attempt to find a solution that would have minimum impact on the families involved, the Maroon Regional Coordinator established a policy that would bring the one-time choice offer to an immediate end for some Brooklyn Park residents and a gradual end for others who may have siblings in the BPYHA program. CPYHA found this policy unacceptable and further grieved the matter to Minnesota Hockey asking again that its Affiliate Agreement be honored without undue compromise and that those players belonging to CPYHA be returned. As the basis for its grievance, CPYHA alleged that the gradual period, which included extending the one-time choice for siblings of current BPYHA players who were technically members of CPYHA, was akin to rewarding BPYHA for its improper solicitation of members.

Other pertinent information relating to the background is contained in supporting documents provided by both the Grievant and Respondent. The facts in these documents were not disputed during the Hearing. The documents are on file with the Grievance Committee and, for the sake of brevity, are not attached herewith.

#### **FINDINGS:**

Although the 1992 agreement providing the one-time choice option did not specifically have a “sunset” provision, the Committee did not believe the intention of its authors was to extend it in perpetuity.

The boundaries stated in the 1995 CPHYA Affiliate Agreement are quite clear. It is reasonable to presume that CPYHA would expect that any youth living within the boundaries of ISD 11 would be required to register and play hockey with CPYHA, except as otherwise addressed in the Minnesota Hockey residency waiver provision.

Because its boundaries were not adequately defined in its Affiliate Agreement and because the original agreement that was used to establish the boundaries between CPYHA and BPYHA had no stated “sunset” provision, it is understandable that there may have been some confusion on the part of BPYHA as to how it was to treat those youth that lived within the community of Brooklyn Park; however, any confusion that might have existed should have been eliminated after the BPYHA Affiliate Agreement of 2005 was executed. Also, BPYHA officials may have been confused by language contained in the document described as the “District 3 Rule Book”, which contained language allowing the one-time offer for Brooklyn Park community residents.

After September of 2005, BPYHA continued to accept players who lived within the community of Brooklyn Park but were students in ISD 11. Although insufficient evidence was available to prove this was a willful action on the part of BPYHA, there is no doubt that the practice was in violation with its Affiliate Agreement.

#### **RULING:**

The Minnesota Hockey Grievance Committee recognizes that the procedure established by the Maroon Region Coordinator was done in good faith and with sympathetic concern for the families who were unknowingly

affected in this matter; however, the language in the Minnesota Hockey Affiliate Agreements for both Affiliates is clear and, after the considering all of the evidence, the Committee rules as follows:

1. The policy of the Maroon Region Coordinator is consistent with the execution of the authority of the position.
2. In establishing the policy, the Maroon Region Coordinator acted in what was believed to be the best interests of the families involved; however, while this was a noble and respectable action, insufficient weight was given to the terms and conditions of the existing Affiliate Agreements, specifically those dealing with jurisdiction. Affiliate Agreements serve as the governing documents for all Minnesota Hockey Affiliates and the terms and conditions expressed therein must take precedent over other informal understandings.
3. Any new player, including siblings of existing players, residing within the CPYHA boundaries shall register with CPYHA; however, there will be no exceptions except as provided in the Minnesota Hockey Playing Rules.
4. As per the policy of the Maroon Region Coordinator, those players who are currently registered with BPYHA but reside in the CPYHA boundaries and who were registered with BPYHA prior to the 2005-06 season shall be formally provided with a one-time choice to either remain with BPYHA or move to CPYHA. The directors of Minnesota Hockey Districts 3 and 10 shall oversee this activity and shall ensure that all affected players are notified in advance of the start of the 2007-08 season.
5. Those players who reside in the CPYHA boundaries and are currently registered with BPYHA and who were registered during or after the 2005-06 season shall not be granted a one-time option. They shall be required to play with CPYHA unless they first obtain a residency waiver in accordance with Minnesota Hockey Youth Playing Rules. ***The presidents of both CPYHA and BPYHA shall ensure that all requests for residency waivers are carefully considered and not summarily denied without just cause. This is important to ensure that no undue hardship is imposed on any player or his/her family. The District Directors of Minnesota Hockey Districts 3 and 10 shall oversee this activity and will be expected to use discretionary power to ensure that any such waiver requests are allowed***
6. So as to minimize the potential for future confusion, the District Directors of Districts 3 and 10 are required to review any and all documents independently published by their respective districts for distribution among the Affiliates to ensure that any language dealing with issues that might be in conflict with any Minnesota Hockey published document, especially the Minnesota Hockey Affiliate Agreement, is immediately removed.

Signed this 3<sup>rd</sup> day of May, 2007

**Minnesota Hockey Grievance Committee**

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Gerald R. DeMeo, Chair