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School Law Notes

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Labor & Employment

Special Education

Finance

Miscellaneous

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Breaking Up Is Hard to Do: Terminating Past Practices

Past practices occupy an important place in public school labor relations because collective bargaining agreements (CBAs) cannot anticipate every workplace issue that arises over time. A past practice generally is a consistent, longstanding, and mutually accepted course of conduct that supplements or clarifies the CBA. When a past practice becomes established, it is treated as a binding condition of employment even if it is not expressly included in the CBA.

Typically, an established past practice cannot be unilaterally terminated during the CBA term. Arbitrators have found that practices existing at the time a CBA is executed are presumed to continue throughout the CBA term unless the parties have negotiated otherwise. This principle promotes stability in labor relations and ensures that employees and employers can rely on established workplace expectations.

Arbitrators have also recognized, however, that a past practice does not necessarily continue indefinitely. If either party expresses an objection to continuing a past practice during negotiations for a successor CBA, the mutual acceptance necessary to sustain the past practice may be destroyed. In such circumstances, the party wishing to preserve the past practice must seek to incorporate it into the CBA through bargaining.

The Michigan Employment Relations Commission (MERC) has similarly concluded that a past practice may be terminated after a party clearly communicates its intent to discontinue the past practice and provides the other party with notice and an opportunity to bargain. According to MERC, once a party announces its desire to change or eliminate a past practice, the mutuality necessary to support the practice no longer exists.

MERC has further emphasized that an employer satisfies its bargaining obligation by providing clear notice of its intent to discontinue a past practice and offering the union an opportunity to bargain before implementation. If the union declines to pursue bargaining after receiving adequate notice, the employer may proceed with discontinuing the past practice. The focus is not on the employer's desire to terminate the past practice but on whether the employer has also fulfilled its duty to bargain in good faith.

MERC has repeatedly rejected attempts to terminate past practices where the employer failed to provide sufficient notice or failed to bargain over the proposed change. The mere existence of CBA language that arguably conflicts with a past practice may not be sufficient to eliminate it, particularly where the past practice continued after the CBA was executed or where the union was never clearly informed that the employer intended to discontinue it.

For school officials, these principles underscore the importance of careful planning when seeking to modify or eliminate past practices. Before discontinuing a past practice, school officials should clearly identify the practice, provide timely notice to the union of the intent to terminate it, and afford the union an opportunity to bargain over the proposed change. By following these steps, school officials can better ensure compliance with labor law while minimizing the risk of grievances, unfair labor practice charges, and unnecessary labor-management disputes.

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FMLA Refresher

The Family and Medical Leave Act (FMLA) requires employers to provide job-protected unpaid leave to eligible employees for specified family and medical reasons.

Eligibility

To be eligible for FMLA leave, an employee must:

- have been employed by the school for at least 12 months;
- have worked at least 1,250 hours during the past 12 months; and
- be employed at a worksite with at least 50 employees within 75 miles.

Leave Reasons

An eligible employee may take FMLA leave for the following reasons:

- for the birth of the employee's child and to care for the newborn child;
- for the placement with the employee of a child for adoption or foster care;
- to care for the employee's child, spouse, or parent with a serious health condition;
- due to an employee's own serious health condition that makes the employee unable to perform the employee's job functions; or
- certain leave related to a family member's military service, such as foreign deployment or leave to care for a covered servicemember with a serious injury or illness.

Leave Time Entitlement

An eligible employee is entitled to 12 workweeks of unpaid leave during a 12-month period, except if the leave is to care for certain military service members with a serious injury or illness, in which case the leave time is extended to 26 workweeks of unpaid leave in a 12-month period. An employer may require an employee to use accrued paid leave concurrently with FMLA leave. The 12-month period may be based on a calendar year, a school year, a rolling backward year, or a rolling forward year.

If your board policy does not designate a leave year, the year type that is most advantageous to the employee will likely apply. For Thrun Policy Service subscribers, Policy 4106 gives schools discretion to select the FMLA leave year. A rolling backward year is recommended, as it ensures that an employee does not use two 12-week leave periods back-to-back, such as at the end of one calendar year and again at the beginning of the next calendar year.

Intermittent or Reduced Schedule Leave

An employee may take FMLA leave in separate blocks of time (i.e., intermittently) if medically necessary. Schools are not, however, required to allow employees to use intermittent leave to care for a newborn child or for placement of an adopted child.

Special rules apply to instructional employees whose principal function is to teach and instruct students, including teachers, coaches, and special education assistants. When intermittent leave exceeds 20% of the workdays during the leave period, the employer may require the employee to choose between: (1) taking leave over a particular duration no longer than the planned medical treatment; or (2) transferring temporarily to an available alternative position for which the employee is qualified, which has equivalent pay and benefits, and which better accommodates reoccurring leave periods than does the employee's regular position.

Year-End Leave

Leave taken by an instructional employee that ends with the school year and resumes with the next school term is considered consecutive leave. Summer vacation is generally not counted against the employee's FMLA leave entitlement. These employees must receive any benefits they would have received during the summer had they been working at the end of the school year.

School officials generally may require an instructional employee to take leave until the end of a school term if that employee plans to return to school within the last two to three weeks of the term. In this circumstance, if the employee would have otherwise been able to return to work, any additional required leave will not count toward the employee's FMLA leave entitlement.

Holidays

Holidays do not extend FMLA leave time unless an employee takes less than a full week of leave. When a holiday falls during a full week of leave time, the entire week is counted as FMLA leave. In contrast, if an employee takes intermittent leave (e.g., Mondays and Wednesdays), and a holiday falls on a day that would ordinarily not be worked due to intermittent leave (e.g., the holiday falls on a Monday), then that day does not count against the employee's FMLA leave entitlement.

This article provides an overview of FMLA requirements. Additional leave requirements exist under Michigan's Earned Sick Tim Act. FMLA leave requirements are often fact specific. Board policy, collective bargaining agreements, and individual employment contracts may expand FMLA leave requirements beyond the statute's scope. If you are unsure of FMLA requirements in your specific situation, please contact a Thrun labor and employment attorney for guidance.

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NLRB Dismisses ULP Based on Employer's Alleged Failure to Provide Union Adequate Information

As part of the duty to bargain in good faith under the Michigan Public Employment Relations Act (PERA), school officials must provide union representatives, when requested, information that will permit the union to engage in collective bargaining and to police collective bargaining agreement administration. The National Labor Relations Board (NLRB) recently dismissed an unfair labor practice charge (ULP) against a Michigan employer based on the employer's alleged refusal to provide health insurance information the union claimed was relevant to CBA negotiations. The NLRB decision (*Henry Ford Health Genesys Hospital*, Case No. 07-CA-379127) is instructive given the similarities between the National Labor Relations Act, which is administered by the NLRB, and PERA, which is administered by the Michigan Employment Relations Commission.

The union represented hundreds of nurses employed by Henry Ford Genesys Hospital. In preparation for negotiations for a new CBA, the union requested that the hospital provide information regarding bargaining unit employees' health plan enrollment and coverage levels.

More than three months later, the hospital provided the union with a report claiming to include the requested information. After the union questioned the information's accuracy, the hospital provided aggregate data showing the number of bargaining unit employees enrolled in each of five types of health insurance plans, the number of bargaining unit employees who waived health insurance, and the number of bargaining unit employees with each of the four types of coverage levels. The union claimed that the aggregate data did not satisfy the union's request and continued to seek a list of all bargaining unit employees, specifying the health plan in which they were enrolled and the type of coverage for each person.

Four months later, the hospital responded that it could only provide aggregate data (and not employee-specific information) because of privacy concerns under the Health Insurance Portability and Accountability Act (HIPAA), which generally forbids the disclosure of individually identifiable health information.

The union questioned the validity of the hospital's HIPAA defense. Meanwhile, negotiations began for a new CBA. When the union did not accept the hospital's offer to produce employee-specific information in exchange for the union's agreement to sign a confidentiality and indemnification agreement, the hospital declared an impasse and unilaterally implemented some of its proposed CBA terms.

The union's ULP alleged that the hospital unlawfully implemented CBA terms without having reached a lawful impasse. Specifically, the union asserted that impasse was legally precluded because the hospital failed to provide relevant information in response to the union's request. The NLRB rejected the union's argument and dismissed the charge, finding no unfair labor practice.

While acknowledging that an employer has a statutory obligation to provide requested information that is relevant to a union in fulfilling its responsibilities as the employees' exclusive bargaining representative, the NLRB found that the hospital attempted to provide responsive information. The NLRB determined that when the union was not satisfied with the aggregate health insurance data provided, the hospital raised "substantial and legitimate confidentiality concerns and made a reasonable, good-faith effort to accommodate the Union's needs." The NLRB further found that the union rejected the offered accommodations (i.e., the confidentiality and indemnification agreement), "thus effectively precluding a test of the [hospital's] willingness to give the Union the information it requested on mutually satisfactory terms."

The union already has appealed to the NLRB's Office of Appeals, challenging the NLRB's determination that the hospital's HIPAA defense was valid. The determination may be reversed if the Office of Appeals agrees with the union that the law is clear that HIPAA, which forbids the disclosure of individually identifiable health information, does not cover health insurance selections and does not apply to employment records held by an employer or in the context of collective bargaining. The outcome may be important given the prevalence of bargaining over changes to health insurance benefits and the information requested about those benefits to permit meaningful negotiations.

Please contact a Thrun labor and employment attorney with any PERA information request questions.

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Sixth Circuit Rules that Unpaid Leave for Service Dog Training Is Reasonable Accommodation

The Sixth Circuit Court of Appeals, the decisions of which are binding on Michigan schools, recently held that a school did not violate the Americans with Disabilities Act when it denied an art teacher's request to use paid sick leave to attend required training to obtain a guide dog. *Tumbleson v Lakota Local Sch Dist*, Case No. 25-3548 (CA 6, 2026). The court also concluded that the school was not required to provide the teacher paid leave under the Family and Medical Leave Act to attend the training.

The teacher taught art at the school for over twenty years with positive evaluations. The teacher, who had a rare disease that caused her to gradually lose her vision and hearing, decided to obtain a guide dog. When the teacher requested to take FMLA leave to attend a required three-week training to receive the dog, the school denied her request because paid sick leave was only permissible for personal illness under school policy, and FMLA could only be taken in certain circumstances, such as for a serious health condition that made the teacher unable to perform the functions of her job.

The school ultimately approved the leave request using a mix of paid personal days and unpaid leave as an accommodation under the ADA. The court noted that an employer is not required to give an employee their preferred accommodation but may, in its discretion, choose a reasonable accommodation.

The court also concluded that the teacher failed to show that the school treated similarly situated employees more favorably when they requested paid leave. The school provided a neutral reason for failing to approve paid leave, which was that the teacher's request to use sick leave for training did not meet the definition of sick leave under the school's policy, state law, or the collective bargaining agreement. The teacher did not provide any examples of a nondisabled employee receiving sick leave when the absence did not qualify for sick leave. The facts of the case demonstrated that the school applied the same rules to the teacher that it applied to other employees, and no discrimination occurred based on the teacher's disability.

School officials are reminded that unpaid leave may be a reasonable accommodation under the ADA and therefore should be considered among other accommodations during the interactive process. Decisions about what accommodations to offer and accept during the required interactive process are fact specific. School officials should consistently follow their school's board policies when administering leave and consider unpaid leave as a reasonable accommodation under the ADA when appropriate.

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Back to Basics: Section 504 Plans

Section 504 of the Rehabilitation Act of 1973 is a federal civil rights statute that prohibits public schools from discriminating against individuals with disabilities. Section 504 is sometimes described as a "forgotten" protection for students with disabilities, but it is important – and should remain at the forefront of educators' minds.

Many more students qualify for protection and services under Section 504 than under the more commonly known Individuals with Disabilities Education Act (IDEA).

This month we are going back to basics regarding Section 504 to help schools avoid potentially costly mistakes.

Defining Disability

Section 504 protects students with disabilities from discrimination. A student with a disability is a student who has a physical or mental impairment that substantially limits one or more major life activities. "Substantially limits" means limited as compared to most people in the general population and is not meant to be a demanding standard. A student may also be considered a person with a disability if they have a record of, or are regarded as having, a disability, but these qualifying conditions are uncommon.

Determining whether a student has a physical or mental impairment that substantially limits a major life activity requires an individualized inquiry. Although a doctor's note can provide useful information, a doctor simply saying that a student has a disability does not definitively determine that a student is eligible under Section 504. Conversely, a student can still qualify as having a disability if a parent does not provide a doctor's note.

Section 504 does not require a medical diagnosis to conclude that a student has a physical or mental impairment. While a Section 504 team must consider all available information, which may include medical information provided by the parent, the team must independently make the eligibility determination. If a

Section 504 team believes a medical diagnosis is needed to determine eligibility, the school is responsible for obtaining the diagnosis at no cost to the student or the student's parents. A school should not delay a request for a 504 evaluation until the parent provides a doctor's note.

Child Find and Evaluation

As with the IDEA, Section 504 requires that school officials locate and identify all students who have one or more disabilities and who live within the school's boundaries. Though parent disclosure is often how school officials learn that a student may have a disability, schools cannot rely on or wait for a parent to inform school officials of a disability. Rather, "child find" is the school's affirmative obligation.

School staff must evaluate students who may need special education or related services because of a disability. Section 504 evaluations are less prescriptive than IDEA evaluations, but they must include information from a variety of sources (e.g., teachers, parents, outside providers, education records, and medical records) and, if needed, rely on validated assessments or evaluation procedures that assess the specific areas of educational need. Some disability determinations may be easily made without conducting any formal assessments, while others may require tools such as behavior rating scales or cognitive assessments.

For example, a student with a hearing impairment may qualify as a student with a disability under Section 504. The school may need nothing more than its own hearing test or documentation from an audiologist to determine eligibility. A student whose parent believes the student has ADHD but who does not have a medical diagnosis, on the other hand, may need standardized assessments administered by school personnel to determine eligibility.

School staff may use the same assessments that would be used for an IDEA evaluation. Additionally, if a special education evaluation determined that the student was not eligible for services under the IDEA, that same evaluation could still be used to determine whether the student has a disability, and is eligible for protections, under Section 504.

Many, though not all, students who have a disability will need accommodations in the school setting. Regardless of whether a student needs an accommodation plan, all students with disabilities are protected from discrimination based on disability.

504 Plans

A 504 Plan is an individualized document that informs school staff of the accommodations, modifications, special education, or related services they must provide so that a student who has a disability can have their educational needs met as adequately as the needs of a non-disabled student. Accommodations should be tailored to the student's individual needs and cannot be limited to free, low cost, or a pre-determined set of options.

All accommodations, modifications, special education, or disability-related services necessary for a student should be identified in a student's 504 Plan with specificity. For example, if a student needs extra time to complete homework, how much extra time will be provided should be specifically identified. A 504 Plan should be revisited if there is a change in the student's needs or educational environment, if the student refuses to use an accommodation, or if an accommodation is not effective.

All staff members required to implement a student's 504 Plan must receive a copy of the plan and be directed to contact the Section 504 coordinator with any questions or concerns about implementation. This includes substitute teachers who must implement any accommodation for a student. Failure to implement the 504 Plan is one of the primary issues that leads parents to file Office for Civil Rights (OCR) complaints.

Conclusion

Though Section 504's procedural requirements are not as stringent as those of the IDEA, violations can lead to Section 504 hearings, administrative complaints filed with OCR or the Michigan Department of Civil Rights, and civil lawsuits. To minimize these risks, school officials should ensure that all staff are trained to comply with Section 504's requirements.

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Sixth Circuit Rules Against Parents Who Side Stepped the Due Process Hearing

In a recent case handled by Thrun Law Firm, the Sixth Circuit Court of Appeals held that parents generally must exhaust the Individuals with Disabilities Education Act's administrative remedies before suing a public school in federal court for special education-related harms based on the alleged denial of a free appropriate public education. *Alzandani v Hamtramck Pub Schs*, Case Nos. 25-1601/1602/1603 (CA 6, 2026).

The case was filed as a class action lawsuit by the parents of three elementary school students with disabilities. The parents alleged that Hamtramck Public Schools, the Wayne Regional Educational Services Agency, and the Michigan Department of Education violated their rights, and the rights of similarly situated students, under the IDEA, Section 504 of the Rehabilitation Act, the Americans with Disabilities Act, and the Michigan Mandatory Special Education Act. The parents claimed that the school defendants failed to provide the students with special education programs, services, and a FAPE. They also alleged that the defendants failed to timely screen students for eligibility, violated procedural safeguards, reduced school days for certain students, and denied access to educational services.

In most cases, a parent may not sue a public school for special education-related harms based on an alleged FAPE denial unless that parent first completes a due process hearing, which is referred to as the "exhaustion requirement." Because none of the parents completed due process hearings, defendants asked the court to dismiss the case, and the Sixth Circuit agreed.

The parents argued that they should be exempt from the exhaustion requirement because district-wide understaffing and underfunding caused "systemic violations" that an administrative law judge could not resolve, making a due process hearing "futile."

The Sixth Circuit rejected the parents' argument and clarified that understaffing and underfunding do not create a "futility" or "systemic violations" exception to the exhaustion requirement. In a nod to the practical realities of public school administration, the Sixth Circuit noted that if it allowed such exceptions, "it would be a rare claimant who could not sidestep a due process hearing by reframing a claim as premised on a lack of resources or staffing."

For Michigan public schools, this decision offers welcome clarity. It serves as a reminder to parents that there is no shortcut to federal court for purported special education-related harms based on an alleged FAPE denial. Parents cannot bypass the IDEA's mandated administrative procedures by simply framing their complaints as "systemic" or as not redressable by an administrative law judge.

The decision also reinforces the IDEA's core mission of individualized educational programming for students with disabilities by discouraging broad class-action litigation in place of student-specific administrative hearings designed to address each student's unique needs.

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Staying Politically Correct: Campaign Finance Act Reminders

With the upcoming primary and general elections, campaign season is quickly approaching. School officials, as well as consultants assisting them with election communications, must remember schools' obligations under the Michigan Campaign Finance Act (MCFA).

Advocacy Prohibition

MCFA Section 57 prohibits a public body, including a school, from using public resources for election advocacy.

The term "public resources" is broadly construed and includes not only school funds, but also school-owned equipment, computer systems, facilities, and employee work time. School employees, including administrators, who wish to advocate for a school ballot proposal must do so on their own time using personal resources.

The term "advocacy" not only includes express words urging the support or opposition of a candidate or ballot proposal (e.g., "vote yes," "support," or "oppose"), but also includes subjective statements or opinions that encourage a particular electoral outcome. Schools must avoid statements such as:

- "this bond issue is necessary to repair the middle school roof;" or
- "approval of this millage will ensure our students receive a 21st-century education."

Importantly, the MCFA does not prohibit schools from being persuasive. Schools may present factual, accurate, and verifiable information that helps demonstrate the need for or benefits of a ballot proposal, provided the communication is grounded in objective facts rather than opinions.

For example, a school may state that a roof leaks or has exceeded its useful life, or that building systems no longer meet current operational needs, if those statements are factually supported and can be substantiated. In contrast, statements that a bond proposal is "necessary," "critical," or "the best investment for our community" are likely to be viewed as subjective opinions and, therefore, impermissible advocacy.

Identification Statement Requirements

MCFA Section 47 requires certain communications concerning an election, candidate, or ballot proposal to contain an identification statement disclosing the person or entity paying for the communication. An identification statement is required when all three of the following conditions are met:

- the communication is disseminated within 60 days before a general election or within 30 days before a primary election in which the candidate or ballot proposal appears on the ballot;
- the communication is targeted to the relevant electorate; and
- the communication is disseminated through radio, television, printed material (including mass mailings), or prerecorded telephone messages.

The required identification statement varies by communication type:

- printed materials must include the name and address of the person or entity paying for the communication;
- prerecorded telephone messages and robocalls must include the name, address, and telephone number of the person or entity paying for the communication and whether the message was generated in whole or substantially by artificial intelligence; and
- radio and television advertisements must identify the person or entity paying for the advertisement and comply with applicable FCC requirements.

If a school communication regarding a bond or millage proposal satisfies the above criteria, the school must include an identification statement indicating that it paid for the communication. For printed materials, including mailings, brochures, pamphlets, posters, emails, and similar informational materials, the statement should include the school's name and address (e.g., "Paid for by ABC Schools, 100 School Avenue, Anywhere, Michigan 50001"). Radio and television advertisements should state, "This advertisement was paid for by ABC Schools, 100 School Avenue, Anywhere, Michigan 50001."

For printed materials, the identification statement must appear in a location and type size that is clearly visible and readable. Although certain small items may be exempt where placement is impracticable (e.g., buttons), schools should include the statement whenever feasible.

The MCFA does not expressly exempt electronic communications from these requirements. We recommend including an identification statement on all electronic communications relating to a ballot proposal, including emails, website postings, and social media communications.

For the August 2026 primary election, the identification statement requirements become effective on July 5, 2026. For the November 2026 general election, the requirements become effective on September 4, 2026.

Potential Penalties

A knowing violation of the MCFA may result in significant consequences. An individual may be subject to a fine of up to $1,000, imprisonment for up to one year, or both. Non-individual entities may be subject to a fine of up to $20,000 or a fine equal to the amount of the improper contribution or expenditure, whichever is greater. In addition, if the Secretary of State determines that a violation has occurred, a civil fine of up to three times the amount of the unlawful contribution or expenditure may be imposed.

For additional guidance regarding election-related communications, please consult Thrun Law Firm's Campaign Finance Act Frequently Asked Questions resource or contact your Thrun Law Firm election attorney.

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School Sports FAQs: Discipline, Eligibility, and Forms

The fall sports season is on the horizon, and school officials should prepare to tackle issues related to student-athlete discipline, eligibility, physicals, annual consent forms, concussion awareness, transfers, and personal branding activities. The frequently asked questions below will assist school officials with answering questions about student athletics.

Michigan High School Athletic Association (MHSAA) member-schools are bound by MHSAA rules, including those addressing eligibility and enrollment. In some cases, MHSAA rules may be nuanced and may require consultation with MHSAA. The FAQs below are general answers, but specific situations may require a close review of MHSAA rules to ensure compliance.

1. *Are student-athletes subject to the student code of conduct?*

Yes. Student-athletes are not only subject to the student code of conduct, but also any athletic code of conduct, which may be more stringent. Student handbooks should describe behavior rules and expectations specifically for students who participate in sports and the disciplinary consequences for violating those rules. Rules must be carefully tailored and applied uniformly so as not to infringe on student rights, including free speech and free exercise of religion.

2. *Is the school required to provide a student-athlete with due process before suspending them from an athletic activity?*

It depends. Athletic participation is a privilege, not a right. Therefore, no due process is required unless a school voluntarily established due process procedures for student athletes, such as in the student code of conduct.

If due process procedures are in place, the procedures should be limited to providing notice of the alleged wrongdoing and an opportunity to respond. We recommend reviewing student handbooks before fall sports begin to ensure that any due process procedures for athletics are legally compliant and not overly burdensome.

3. *Are there age requirements to participate in MHSAA-sponsored sports?*

Yes. To participate in 7th grade sports, a student must be 13 years old or younger, unless the student turns 14 on or after September 1 of the 7th grade school year. For 8th grade athletic eligibility, a student must be 14 years old or younger, unless the student turns 15 on or after September 1 of the 8th grade school year. A student must be 18 years old or younger to play high school sports, unless the student turns 19 on or after September 1 of the competition school year.

4. *When must a student be enrolled to participate in MHSAA-sponsored sports?*

Generally, a student must be enrolled in the school not later than the fourth Friday after Labor Day for the fall season (i.e., October 2, 2026) and not later than the fourth Friday of February for the winter season (i.e., February 26, 2027) to be eligible to play MHSAA-sponsored sports.

5. *What forms must students submit before they participate in MHSAA-sponsored sports?*

Students must submit a Medical Eligibility Form signed by a health care professional (M.D., D.O., P.A., or N.P.) verifying that they had a physical examination. This form also requires parental consent, emergency contact information, acknowledgment of an assumption of the risk statement, medical treatment consent, and proof of medical insurance.

Additionally, Michigan's sports concussion law requires the student and their parent or guardian to sign a Concussion Education Acknowledgement Form verifying that they received educational materials on sports concussions, including a description of concussion signs and symptoms.

6. *Are transfer students eligible to participate in MHSAA-sponsored sports?*

It depends. In general, students are eligible to participate in MHSAA-sponsored sports at the school located within the district in which one of the student's parents reside. Students who change schools and do not meet one of MHSAA's 15 enumerated exceptions are not eligible for the upcoming season in the same sport that they participated in during the immediately preceding season. If a student is participating in a sport and transfers to a new school mid-season, the student is ineligible to participate in that same sport during the remainder of the current season and the following season.

7. *What are Personal Branding Activities, and what limitations apply to school districts?*

As of January 2026, the MHSAA permits Michigan high school student-athletes to profit from their name, image, and likeness through Personal Branding Activities (PBAs). A PBA is broadly defined as an arrangement in which a student-athlete promotes or endorses a product or service in exchange for current or prospective fees, money, compensation, income, or another thing of value, regardless of whether the activity is tied directly to athletics. School officials should understand the following limitations and ensure they are clearly communicated to students, families, coaches, and support organizations:

- *No school branding*: Student-athletes may not use school or MHSAA names, logos, mascots, trademarks, uniforms, varsity jackets, or other school-branded clothing in any PBA, nor may they imply that the school or MHSAA endorses the activity.
- *No use of school property*: School facilities and property cannot be used in connection with earning PBA compensation.
- *No pay-for-play or recruiting inducements*: Compensation cannot be tied to athletic performance, statistics, awards, team participation, or competition outcomes, and it cannot be used to influence a student to attend or remain enrolled at a particular school. In addition, schools and associated individuals may not provide, arrange, or facilitate PBA deals.
- *No PBA during school or school-related events*: Students may not engage in PBA activities during school hours or while participating in any MHSAA event, including practices, scrimmages, meetings, and competitions.
- *No PBA with inappropriate industries*: PBAs cannot involve products, services, individuals, companies, or industries the MHSAA deems inappropriate, unsafe, or inconsistent with the values and goals of interscholastic athletics, including gambling, alcohol, tobacco, cannabis, banned substances, adult content, and firearms.

School officials should review board policies, student handbooks, booster practices, and staff training to ensure that no school employee or affiliated individual improperly facilitates or endorses PBA activity and that students receive clear guidance before opportunities arise.

Additionally, to prepare for the upcoming season, school officials should review their school's athletic code of conduct to ensure compliance with any more stringent eligibility requirements beyond those imposed by MHSAA.

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Sign Up Now for a New Thrun Webinar – Operating a School in the Age of AI

School officials are seeing a drastic increase in the use of artificial intelligence (AI), often by parents. While public debate on AI use in schools initially focused on students using chatbots to cheat on homework, a much larger concern has become overwhelming AI-generated communications from parents, stakeholders, and even employees. Lengthy, AI-generated FOIA requests, student records requests, challenges to decisions, and allegations that the school violated various obscure state and federal laws are filling school email inboxes.

This influx of algorithmically engineered correspondence has left school officials feeling overwhelmed, turning routine administrative workflows into complex legal standoffs. The core issue lies in the sheer volume and tone of the messages. AI-generated emails are often dense, unnecessarily long, and indiscriminately cite minor legislative clauses and behavioral frameworks. Because these emails read like formal legal documents, school officials are frequently forced to loop in legal counsel to review them. A simple request for a discipline file or a grading explanation that used to take five minutes to resolve now involves litigation threats and triggers a time-consuming administrative review.

To help schools navigate these AI demands, Thrun Law Firm is offering a webinar to provide practical guidance on handling the issues presented by AI-generated correspondence. To register for this webinar, click here or visit www.ThrunLaw.com/events.

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THRUN LAW FIRM, P.C.

Schedule of Upcoming Speaking Engagements

Thrun Law Firm attorneys are scheduled to speak on the legal topics listed below.
For additional information, please contact the sponsoring organization.
www.thrunlaw.com/calendar/list

Date	Organization	Attorney(s)	Topic
August 4, 2026	MSBO Back-to-School Webinar	MaryJo D. Banasik	Employee Leave and Compensation to Start the Year Right
August 4, 2026	MSBO Back-to-School Webinar	Philip G. Clark	New Trends in the Law
August 5, 2026	Thrun Law Firm, P.C.	Cristina T. Patzelt Jessica E. McNamara	Title IX Comprehensive Training Webinar
August 10, 2026	MAASE Summer Institute	Thrun Attorneys	What Special Education Issues Have Been on Your Bingo Card this Year?
August 11, 2026	MAASE Summer Institute	Thrun Attorneys	Procedural Violations that Will Actually Get You in Trouble
August 19, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – Employee Speech
August 20, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	"Operating a School in the Age of AI" Webinar
September 10 & 11, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Webinars
September 16, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – Employee Absenteeism & Evaluations
September 25, 2026	AMA ESD	Michele R. Eaddy	Special Education Legal Update
October 16, 2026	MASB Annual Leadership Conference	Jessica E. McNamara	Effective Board Policies: Development, Adoption, and Implementation
November 18, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – CBA Summary: Grievances & Collective Bargaining
December 10 & 11, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Webinars