THRUN
Law Firm, P.C.

School Law Notes

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School Board Recognition Month

January is School Board Recognition Month. Thrun Law Firm has enjoyed the privilege of representing and working with Michigan school boards since 1946. We recognize board members' commitment, dedication, and passion for the schools they serve. We applaud the positive impact your efforts have on your students, schools, and communities. Thank you for allowing us to continue working with you in serving your schools.

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Administrator Non-Renewal Deadlines on the Horizon

Revised School Code (RSC) Section 1229 establishes deadlines, timelines, and procedural requirements to nonrenew a school administrator's employment contract. To comply with the statute, the nonrenewal process must begin at least 90 days before a particular administrator's employment contract terminates (e.g., no later than April 1 for a contract that ends June 30).

The sample timeline below is based on the statutory *minimum* number of days a board needs to act before nonrenewing an administrator's contract that will expire on June 30:

- By April 1: Notify the administrator that a recommendation will be made to the board to consider nonrenewal of the administrator's contract, along with a written statement of the reasons for the recommendation. This notice of the board's intention to consider nonrenewal must occur at least 90 days before the expiration of the administrator's employment contract.
- April 1 to May 1: The administrator must have at least a 30-day period within which to request a meeting with the board to discuss the recommendation. If the board fails to provide for a meeting during this period, the administrator's contract is automatically renewed for an additional year. This meeting may be held in closed session at the administrator's election.
- By May 1: The board must notify the administrator of its final determination. If the Board votes to nonrenew, notice must be given at least 60 days before the expiration of the administrator's contract. If the board does not provide written notice of the nonrenewal 60 days before the contract expiration, the administrator's contract is renewed for an additional year.

This year, we recommend starting the nonrenewal process no later than March 15 for a contract that will expire on June 30. An

early start is important because any error in the statutory nonrenewal process will result in the administrator's contract automatically renewing for an additional year.

Administrator Contracts

For administrators other than superintendents, the nonrenewal process begins when the board sends written notice to the administrator, at least 90 days before the employment contract expires, that it may consider nonrenewal for specific, non-arbitrary, and non-capricious reasons. The superintendent typically provides those reasons to the board for consideration. The superintendent must understand the nonrenewal standard and draft a legally compliant nonrenewal recommendation for board consideration.

All board decisions must be made in open session, but the board may review the matter in closed session if the named administrator requests a closed hearing. If the board decides to consider the administrator's nonrenewal, it must approve in open session a resolution that identifies the specific reasons the board is considering nonrenewal.

The board then must provide written notice to the administrator that it will consider nonrenewal. This requirement can be met by giving the administrator a copy of the resolution and a written statement of the underlying reason(s) for nonrenewal. The administrator is entitled to receive these documents at least 30 days before the meeting at which the board will determine whether to nonrenew.

Before the nonrenewal determination is made by the board, the administrator must be given notice of the opportunity to meet with a majority of the board at a board meeting to discuss the stated reason(s) for nonrenewal. The meeting may occur in closed session at the administrator's request, but the board must return to open session if it wishes to approve a nonrenewal resolution.

The entire process must be completed at least 60 days before the employment contract's termination date (e.g., by May 1 for a contract that terminates June 30).

Superintendent Contracts

Nonrenewing a superintendent's contract is less complicated. RSC 1229(1) requires only that the board take action and provide written notice of nonrenewal to the superintendent at least 90 days before the contract expires.

Other Contract Terms

Before recommending nonrenewal, school officials should review individual employment contracts for additional terms that could complicate or preclude nonrenewal. For example, a contract may contain additional notice requirements (i.e., requirements beyond RSC Section 1229's minimum requirements) or an "evergreen" clause, which could perpetually extend a contract without affirmative board action.

Tenure Rights

An administrator's (including a superintendent's) teacher tenure rights must also be considered when pursuing nonrenewal. If the administrator has a current teaching certificate and has earned teacher tenure at the nonrenewing school, that administrator may have residual tenure rights, including the right to be placed in a teaching position for which the administrator is certificated and qualified.

School officials should verify whether an administrator has an active teaching certificate and track the expiration dates of administrator contracts to avoid unintentional contract renewals.

For Thrun Policy Service subscribers, superintendent and administrator nonrenewal requirements are covered in Policy 4508 and its corresponding administrative guideline, 4508-AG, and Policy 4607.

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Strategic Preparation for Teacher Contract Negotiations: Understanding Legal Requirements and Anticipating Union Interests

As school officials prepare to negotiate teacher collective bargaining agreements (CBA), effective preparation goes beyond merely reviewing budgets and timelines. School officials can set themselves up for success by entering the process with a clear understanding of their school's legal obligations and the teachers' union's interests. Developing a strategy that adheres to the law and anticipates the union's priorities will allow school officials to prepare clear proposals framed to promote collaboration rather than conflict.

Teacher Placement

Since several amendments to PERA Section 15 took effect in February 2024, teacher placement, evaluation, and discipline are no longer prohibited bargaining subjects. Many school officials have already bargained over these topics, while some boards and unions have agreed to "kick the can down the road." Regardless of whether language already appears in your current CBA or language proposals regarding these topics will be on the table for the first time this winter, school officials are obligated to bargain these now-mandatory subjects.

Beginning negotiations using union-drafted proposals can significantly erode the school's leverage

and increase the risk of agreeing to unfavorable CBA terms. Instead, school officials should consider their existing board policies and use them as the baseline for developing and negotiating any new CBA provisions.

In terms of teacher placement, amended Revised School Code (RSC) Section 1248 establishes factors that school officials must consider when making all personnel decisions, including teacher placement decisions. The statute provides that teacher effectiveness, as measured by a school's performance evaluation system under RSC Section 1249 or as otherwise collectively bargained, *must* be used as a factor for teacher placement decisions. Other factors that *may* be considered in personnel decisions under RSC Section 1248 include: (1) length of service in a grade level or subject area; (2) the teacher's disciplinary record; and (3) relevant special training, other than professional development or continuing education as required by the school or Michigan law, and integration of that training into instruction. Length of service may not be used as the *sole* factor in teacher placement decisions but *may* be considered as a tiebreaker if such a decision involves two or more employees who are otherwise equal. RSC Section 1248 also requires a school board to adopt, implement, maintain, and comply with "clear and transparent" procedures for teacher placement decisions.

Notably, RSC Section 1248's application is limited to *classroom teachers* and does not apply to instructional coaches, counselors, or employees who are not the teacher of record or assigned to a classroom. Many teacher CBA recognition clauses cover not only teachers but also counselors, social workers, nurses, and other staff members. School officials should expect that unions will seek to expand these teacher placement procedures to apply to non-teaching professionals or bargaining union members who do not meet RSC Section 1248's current definition of "teacher."

Further, when preparing for CBA negotiations, school officials should anticipate that unions will likely provide template contract language that generally seeks to reestablish seniority-based systems for teacher placement decisions. In responding to those demands, school officials should consider the practical implications that impact administrative options when making teacher placement decisions. Accordingly, school officials should strive to negotiate teacher placement frameworks that preserve administrative discretion and prioritize selecting the most qualified and effective teachers for each position, rather than defaulting to automatic placement based on seniority alone.

Also, it is important to consider that RSC Section 1248 does *not* provide an exhaustive list of factors for consideration. This means that school officials can look to include additional factors outside of the enumerated factors of length of service in grade level or subject area, disciplinary record, and relevant special training. Therefore, school officials should consider including additional factors, such as a teacher's:

- knowledge of the content area;
- ability to impart that knowledge;
- rapport with students, parents, and colleagues; and
- ability to withstand the rigors of teaching.

When responding to union proposals, school officials need not agree to standards exceeding those listed in RSC Section 1248. Agreeing to language that restricts the factors that can be considered for teacher placement decisions may reduce administrative discretion and flexibility. School officials should instead consider strategies to negotiate and establish "clear and transparent" procedures that maintain, if not expand, discretion and flexibility in teacher placement decisions.

Grievance Procedures

When negotiating grievance procedures in teacher CBAs, school officials should strive for a narrow definition of what constitutes a "grievance." Best practice is to limit grievances to alleged *express violations of the CBA itself*, rather than broader claims of "misinterpretation or misapplication of board policies, practices, or rules." Union proposals that seek to expand the grievance definition to include board policy or "established practice" significantly broaden exposure to grievances and invite needless arbitration over matters that are properly deemed management rights.

School officials should also carefully consider the structure of the grievance process and whether appeals to the board are a necessary step. Removing the board from the grievance appeal process can help avoid politicizing disputes and preserve the board's role as a policy-making body rather than a quasi-judicial forum. As an alternative, schools may consider incorporating a mediation step that uses the Michigan Employment Relations Commission's free mediation services as a final or optional step before arbitration.

Additionally, grievance language should include firm procedural guardrails and clear limits on an arbitrator's authority. Strict time limits should apply to both parties, with explicit consequences—such as grievances being deemed withdrawn if the union misses a deadline—to encourage prompt resolution. Just as important, it is recommended that the CBA expressly and narrowly restrict arbitral authority over former prohibited subjects, such as evaluations (unless required by law), assignments, layoffs and recall, and discipline, thereby preserving the school's limited

resources, controlling costs associated with prolonged grievance litigation, and maintaining the flexibility necessary for school officials to make timely, sound employment decisions.

As the bargaining season quickly approaches, if you need assistance with negotiation preparation, strategies, or language, please contact a Thrun labor attorney.

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Reminder: Spring Student Count Day is Quickly Approaching

The State School Aid Act establishes two student count days each school year to determine the amount of state aid distributed to a school: the first Wednesday in October and the second Wednesday in February. The 2026 spring (supplemental) count day is **Wednesday, February 11, 2026**.

School officials must *strictly* follow *Pupil Accounting Manual* requirements to count students in membership and must ensure that:

- each student is properly enrolled on or before the count day;
- student schedules match attendance records;
- attendance records identify the teacher, class, hour, and dates of instruction;
- original attendance records, including computer-generated records, are signed in ink by the teacher of record;
- attendance marks and excused/unexcused absences comply with school policy; and
- each teacher of record is certificated, authorized to teach under RSC Section 1233b, or holds an MDE-issued substitute teaching permit, authorization, or approval.

A student who is absent from class on count day may still be counted if the student:

- has an excused absence and attends within 30 calendar days after count day;
- has an unexcused absence and attends within 10 school days after count day; or
- is suspended and attends within 45 calendar days after count day.

If instruction is canceled on count day due to conditions not within the school's control, such as a snow day, the school may, with the State Superintendent's approval, use the next school day on which school resumes session for count purposes. If either count day falls on a day of religious or cultural significance, as determined by the school, the immediately following day on which school is in session is count day.

Finally, districts need to be aware that beginning with the Spring 2026 Count Day on February 11, 2026, schools are prohibited from offering any financial incentives to encourage student attendance on pupil membership count day. Violations can result in a 5% reduction to the district's state aid funding. If your district chooses to use attendance boosting strategies, please ensure that they are not financial in nature, as even minor well-intentioned rewards could carry significant budgetary penalties for the district.

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Disciplining Students with Disabilities

Disciplining students, while difficult, may be one of the most important job functions of a school administrator to ensure a safe and productive learning environment. When a student who engaged in misconduct also has a disability, additional considerations and strict procedural requirements can make disciplinary decisions even more challenging.

Short-Term Disciplinary Removals

Students with disabilities may be disciplined in the same way as nondisabled students if the removal is "short-term" (i.e., not more than ten consecutive school days or ten cumulative days that constitute a pattern of removals in a school year).

For example, if administration suspended a student with a disability for five consecutive school days for having a nicotine vape on campus and later suspended the student seven consecutive school days for fighting, special education protections are not triggered if possessing the vape and fighting did not constitute a pattern of behavior. On the other hand, if the same student's second suspension was for smoking rather than fighting, it would likely constitute a pattern of behavior and special education protections would be triggered.

If the removal is short-term, the student is not entitled to special education services during the period of removal; however, all due process and other policies and procedures applied to nondisabled students must be equally afforded.

Types of Disciplinary Removals

Disciplinary removals that must be tracked for special education purposes may include:

- in-school suspension;
- out-of-school suspension;
- expulsion;

- removal to an interim alternative educational setting for disciplinary offenses involving drugs, weapons, or serious bodily injury;
- repeatedly sending a student home or requesting early pick-up from school due to behavior;
- removing a student from school with a conditional return (e.g., risk assessment or psychiatric evaluation);
- a shortened school day;
- a pattern of office referrals;
- extended time excluded from instruction (e.g., time out); and
- extended restrictions in privileges.

Disciplinary Change of Placement

When a student's behavior results in removal for more than ten consecutive days or more than ten nonconsecutive days constituting a pattern of removal, school officials must conduct a manifestation determination review (MDR) before making any disciplinary change of placement. This protection ensures that a student is not punished for behavior that was a manifestation of their disability.

Conducting the Manifestation Determination Review

The MDR Team, composed of a school representative, the student's parent(s), and members of the student's IEP Team who have relevant knowledge of the student's disability or alleged misconduct, must carefully analyze the incident to determine whether there is a causal relationship between the disability and the misconduct or whether the misconduct was a direct result of a failure to implement the IEP. For example, if the student's disability is ADHD with impulsive behaviors, the MDR Team should examine the facts to determine whether the student's impulsive behavior led to, or was directly and substantially related to, the misconduct.

The MDR Team must review all relevant information in the student's file, including, but not limited to, the student's IEP, teacher observations, and parent input. If the parent presents new information at the meeting, the MDR Team must consider it.

A school official, typically the person who serves as the school representative at IEP Team meetings, leads the MDR meeting and ensures that all members provide input. Team members do not "vote" to determine the outcome. Instead, the school representative is responsible for making the decision after considering all the data, information about the incident that led to the removal, and the MDR Team's input. Once the determination is made, the school must provide the parents with written notice and procedural safeguards, explaining their right to challenge the determination.

If the Conduct Was a Manifestation

If misconduct *was* a manifestation of the student's disability or the direct result of the school's failure to implement the student's IEP, the student generally may not be suspended or expelled for that misconduct.

The student must return to the setting they were in when the conduct occurred unless the parent and school agree that there should be a change of placement as part of a behavior modification plan. The school must also conduct a functional behavioral assessment and create, or modify, a behavioral modification plan.

If the Conduct Was Not a Manifestation

If the student's misconduct was *not* a manifestation of the student's disability, the student may be disciplined consistent with board policy and the student code of conduct. Despite removal, the school must continue to provide programming to ensure a free appropriate public education.

The IEP Team determines the programs and services the student will receive during the removal period. Those programs and services must be tailored to the student's needs, thereby enabling the student to participate in the general education curriculum, albeit in another setting, and make progress toward their IEP goals.

Protections for Students Not Yet Eligible Under the IDEA or Section 504

If a student has not been formally identified but the school has "knowledge" of a possible disability, the student has the right to an MDR before any disciplinary change in placement. A school is deemed to have "knowledge" if:

- the parent expressed a concern in writing to school administrators or a teacher that the student may need special education and related services;
- the parent requested an evaluation;
- the student is currently being evaluated; or
- a teacher or staff member expressed specific disability-related concerns about the student's pattern of behavior to the special education director or another administrator.

A school does not have knowledge, however, under any of the following circumstances:

- the parent refused to allow school officials to evaluate the student;
- the parent refused services for the student; or

- school officials previously evaluated the student and found that the student was not eligible for special education services.

Before disciplining a not-yet-eligible student, school officials should consider whether they have "knowledge" that the student is potentially a child with a disability.

Key Takeaways

- Communication between school officials and teachers is critical to identifying students whose misconduct may be disability-related. Before the long-term removal of any student, examine school records to ensure the school does not have knowledge of a possible disability.
- Train building staff on counting removal days for students with disabilities so that all deadlines are met and procedural protections are offered.
- Train building staff on the purpose and procedure of a MDR to ensure legal compliance.
- Provide new or increased supports to ensure student and staff safety when a student's misconduct is a manifestation of a disability and the student is returning to their original placement.

For specific questions related to student discipline, please contact your Thrun special education attorney.

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MDE Checks Reading Assessments and Curricula Off Its List!

Michigan's K-12 literacy and dyslexia laws required MDE to provide schools with a list of (1) "approved valid and reliable screening and progress monitoring reading assessments," and (2) "evidence-based tier 1, class-wide elementary reading curricula and materials" by January 1, 2026.

On December 18, 2025, MDE issued a memo confirming that both lists were posted to its K-12 Literacy and Dyslexia Laws website. The list of approved K-3 screening and progress monitoring reading assessments can be found here, and the list of approved evidence-based, tier 1, class-wide elementary reading curricula can be found here. Please note that upon clicking the link, it immediately begins downloading a Word document version of the respective list.

School officials must be cognizant of important deadlines and required actions now that MDE has published the lists. RSC Section 1280f(6) requires school districts, intermediate school districts, and public school academies to "select 1 valid and reliable screening and 1 progress-monitoring reading assessment from the assessments approved by the department" by August 1, 2027.

Beginning with the 2027-28 school year, per RSC Section 1280f(22), schools must ensure that their "reading instruction and curriculum materials are evidence-based, with a focus on pupils' mastery of foundational reading skills of phonemic awareness, phonics, fluency, and the development of other reading skills, including, but not limited to, development of oral language, vocabulary, and reading comprehension." While RSC Section 1280f does not explicitly require schools to adopt reading instruction and curriculum materials from MDE's approved list, schools that decide against adoption may suffer a financial penalty under the State School Aid Act (SSAA) for failing to notify parents of their reading curriculum choice.

SSAA Section 164k(e) requires that, "beginning with the fiscal year ending September 30, 2026" (i.e., the 2025-2026 school year), a school that is not using a curriculum from MDE's list must notify all parents or legal guardians of K-5 students "receiving instruction with that curriculum." The notice must include:

- a statement that the curriculum used by the school is not evidence-based or not aligned to state standards, which could negatively impact student academic outcomes;
- a statement explaining why the school is not using a curriculum that is evidence-based or aligned to state standards; and
- a plan, including a projected timeline, for when a new curriculum will be adopted that is evidence-based and aligned to state standards.

If a parent or other individual reports to MDE a school's failure to send this notice and MDE confirms noncompliance, MDE will withhold 5% of the SSAA Section 22b per pupil payment to local schools (foundation discretionary per pupil payment), or 5% of the SSAA Section 81 payment to ISDs (ISD general operations support), for as long as the local school or ISD is out of compliance.

For questions about SSAA Section 164k(e), please contact Cristina T. Patzelt (cpatzelt@thrunlaw.com or 517.374.8776) or Kelly S. Bowman (kbowman@thrunlaw.com or 517.374.8831).

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The Nuts & Bolts of Construction Bidding

Though the ground may currently be frozen, spring construction season is just around the corner, and many schools will soon begin long-planned building improvements. Before shovels hit the dirt, now is a good time to review construction bidding requirements, including prevailing wage laws.

Competitive Bidding

RSC Section 1267 governs competitive bidding for the construction of new school buildings, as well as additions, repairs, or renovations of existing buildings, except for emergency repairs. Critically, Section 1267's requirements are separate from those governing bidding for materials, supplies, or equipment procurement.

Schools must obtain competitive bids for all labor and materials on a project, with limited exceptions. Absent board policy to the contrary, competitive bidding is *not* required for repair work performed by school employees or for projects costing less than the State bid threshold, which is $31,321 for the 2025–26 fiscal year. Schools cannot, divide or disaggregate work simply to sneak under the bidding threshold.

Bid Advertisements, Submission, and Award

When bidding is required, the board must advertise for bids in a local newspaper at least once *and* post the advertisement on the State's SIGMA website for at least two weeks. The advertisement must:

- specify the date and time bids are due;
- state that late bids will not be considered or accepted;
- identify the time, date, and place of the public meeting at which bids will be opened and read aloud; and
- require a sworn and notarized statement disclosing whether any familial relationship exists between a bidder (or its employees) and a board member or the superintendent.

Each bidder must also submit:

- a bid security (e.g., bid bond, certified check) equal to 5% of the bid amount to guarantee the bidder honors its proposal. If the successful bidder fails to execute the contract, the school may retain the bid security; and
- a certification that the bidder is not an Iran-linked business.

Bids must be opened and read aloud at a public meeting, which need not be a board meeting, by the board or its designee (e.g., the superintendent). Bids must be awarded to the lowest responsible and responsive bidder – not simply the *lowest* bidder – and schools may require additional information to evaluate bidders, such as references or examples of past projects.

Prevailing Wage Requirements

Although RSC Section 1267 has not changed for decades, many schools may be less familiar with prevailing wage requirements related to bidding, given their reinstatement in February 2024.

Prevailing wage requirements apply to certain school construction projects that qualify as "state projects". For most schools, this means a project that is competitively bid, involves work performed by a "construction mechanic" (e.g., skilled and unskilled laborers, workers, apprentices), and is funded in whole or in part with state dollars, including bonds qualified through the Michigan School Bond Qualification and Loan Program or state aid. In addition, certain public school energy facility projects, such as qualifying solar, wind, or energy storage projects, are subject to prevailing wage requirements regardless of funding source.

A project funded solely with local dollars, such as a sinking fund project, is generally not subject to prevailing wage unless it qualifies as an energy facility project. Some contracts are also exempt if they are already governed by federal prevailing wage laws or contain wage schedules established through local collective bargaining agreements. Finally, under Section 9 of the Prevailing Wage Act, a partial or full funding from a qualifying local millage may also exclude a contract from prevailing wage objections.

Compliance

When prevailing wage applies, compliance begins before the school begins soliciting bids. The school must request a determination of prevailing wage and fringe benefit rates from the Michigan Department of Labor and Economic Opportunity (LEO) for each classification of construction mechanic expected to work on the project.

Those rates must be included in the bid specifications and contract documents, along with required language stating that all contractors and subcontractors must pay wages and fringe benefits at or above the prevailing wage rates. If a contract is not awarded within 90 days of the rate determination, LEO must issue a redetermination before the contract is awarded.

Schools must also confirm that all contractors and subcontractors working on a state project are registered with LEO and that the required registrations are submitted with the bid. During construction, contractors are responsible for posting prevailing wage rates at the job site, submitting certified payroll records

for each pay period, and maintaining payroll and related records for at least three years.

Failure to comply can be costly. Contractors and subcontractors that do not pay prevailing wages may be subject to contract termination, financial penalties, and liability for unpaid wages and fringe benefits. Further, schools that fail to include required prevailing wage language or rate schedules in their bid documents or contracts may themselves be liable for unpaid wages, interest, costs, and attorney fees.

As schools plan upcoming construction projects, understanding bidding and prevailing wage requirements at the outset is critical. Early planning can help ensure projects move forward efficiently and avoid compliance issues once work begins. Should you have questions, please contact your Thrun transactional attorney.

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FOIA Timing Takes a Back Seat: Michigan Court of Appeals Emphasizes Accuracy Over Speed

The Michigan Court of Appeals recently held that the City of Grand Rapids did not violate FOIA by taking more than a full year before fulfilling a FOIA request submitted by the American Civil Liberties Union (ACLU). *ACLU v City of Grand Rapids*, COA Docket No. 373417 (December 11, 2025). The court considered whether FOIA's statements of public policy and its strict deadlines for certain responsive actions meant that FOIA requests must be fulfilled promptly, despite FOIA's lack of an express deadline for fulfillment.

In this case, the ACLU submitted a FOIA request to the City of Grand Rapids for public records related to the City's delays in fulfilling previously submitted FOIA requests. The City responded that it estimated the response to the ACLU's FOIA request would take 2 hours and 15 minutes to process but that it would take 8 to 10 months to physically produce the records. The City ultimately took 3 hours and 30 minutes to process the request and an additional 13 months to fulfill it.

The ACLU filed a FOIA complaint asserting that a delay of 8 to 10 months to produce records responsive to a FOIA request that only took 2 hours and 15 minutes to fulfill constructively denied its request.

The Court of Appeals disagreed with the ACLU. The court reasoned that FOIA contains deadlines for certain actions but does not establish a strict deadline for the fulfillment of FOIA requests. No binding authority addresses or quantifies the time within which a public body must fulfill a request for public records under FOIA. The court refused to read into the statute a requirement that requests must be fulfilled within a *reasonable* time or *promptly*.

The court observed that the only provision addressing a time frame for fulfillment of a FOIA request is for those that cost more than $50. When a public body's fulfillment of a record request is expected to exceed $50, FOIA authorizes the public body to provide a nonbinding, estimate of the time it will take the public body to provide public records to the requester.

The court also recognized that the public policy articulated in FOIA indicated that the Legislature's intent was to ensure transparency and that responses were "full and complete," even if they were delayed because of the request's complexity or the need to fulfill older requests first.

This decision, although unpublished and non-binding, offers favorable and meaningful insight into how Michigan courts may evaluate disputes over the time required to fulfill FOIA requests. By declining to read a "promptness" requirement into the statute, the Court of Appeals reaffirmed that FOIA's structure places greater emphasis on transparency and accuracy than on speed. Because FOIA contains no statutory deadline for producing records, courts are likely to defer to a public body's good-faith time estimates—even when the actual fulfillment period extends well beyond the initial projection.

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Sixth Circuit Supports Schools: Clarifies Standard for Student Search & Seizure

In an era where school safety decisions are scrutinized more than ever, the Sixth Circuit Court of Appeals recently provided clarity regarding student search and seizures. In *Halasz v Cass City Pub Schs*, No. 25-1492 (CA 6, 2025), the Sixth Circuit, whose decisions are binding in Michigan, reaffirmed the wide discretion afforded to school officials when responding to potential threats of violence.

The case arose in the aftermath of a Michigan school shooting, when an eighth-grade student in a different Michigan public school district was reported by several classmates for allegedly making comments about possessing a weapon. In response, school administrators and a Michigan State Police (MSP) officer questioned the student and conducted a search of his person, backpack, and locker. No weapon was found. MSP later concluded that the student had likely been misunderstood and did not pose an immediate threat, but MSP nonetheless advised school officials that they were uncomfortable with his return to school.

Relying on the student reports and the district's code of conduct, the school issued the student eight

disciplinary points for gross misbehavior, which when combined with his prior record required referral to the board for an expulsion hearing. At the hearing, the board voted to expel him for 180 days.

The student's parents filed a federal civil rights lawsuit alleging unlawful search and seizure and due process violations, along with state law tort claims. The trial court dismissed the case, finding no unlawful search or seizure and holding that the school officials were immune from tort liability.

The Sixth Circuit Court affirmed that decision, holding that the search of the student (removing the student's shoes and sweatshirt, and lifting his shirt), and searches of his backpack and locker, were reasonable search efforts under the circumstances. The court highlighted that multiple students had reported gun-related comments, and the search was limited, non-intrusive, and directly tied to determining whether the student possessed a weapon. Given the heightened safety concerns following the Oxford tragedy, the court found the administrators' actions were well within constitutional bounds.

The court also adopted, for the first time in a published Sixth Circuit opinion, a specific standard for determining when a student has been "seized" under the Fourth Amendment. While a typical seizure occurs when a reasonable person would believe they are not free to leave, the Sixth Circuit recognized that public school students do not share the same level of autonomy as adults while under compulsory attendance.

Because restricting student movement is inherent in the effective delivery of curriculum, the court held that a seizure occurs in the school context only when officials significantly restrict a student's movement beyond the ordinary limitations of the school day. Here, the court concluded that, even if the student had been "seized," the seizure was not unreasonable given that the seizure was time limited and no longer than reasonably necessary to confirm whether the student possessed a weapon.

This case illustrates the broad discretion afforded to school officials when swiftly responding to potential threats, especially in the current climate of heightened school-safety concerns. By holding that a seizure occurs only when a student's movement is restricted beyond what is inherent in compulsory attendance, the court has recognized the practical realities and time-sensitive nature of public school safety.

For school leaders, the court's message is clear: safety comes first. When administrators act in good faith, follow established procedures, and document their decision-making, the law provides robust protection against personal and institutional liability.

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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
February 3, 2026	MASSP AP & Dean Summit	Cristina T. Patzelt	Hot Issues in 2026
February 3, 2026	MASSP AP & Dean Summit	Daniel R. Martin	Without a Paddle: Dealing with Student Discipline Woes
February 4, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Family Educational Rights and Privacy Act (FERPA) Webinar
February 5, 2026	MNA Labor Relations Academy	Raymond M. Davis	Interface between CBAs and the Law
February 11, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	2020 Title IX Regulations Comprehensive Training Webinar
February 25, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – Employee Discipline & Nonrenewal
February 27, 2026	MASB Labor Relations Conference	Raymond M. Davis	Time Tested Bargaining Strategies
March 5 & 6, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Webinars
March 11, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	2020 Title IX Regulations Comprehensive Training Webinar
March 12, 2026	MNA Spring Conference	Raymond M. Davis	Unprohibiteds and Third Party Contracting and Language Strategies on Insurance
April 21, 2026	MSBO	Christopher J. Iamarino	Bonding, Borrowing and Investing
April 22, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	2020 Title IX Regulations Comprehensive Training Webinar
May 6, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – Employee Disability & Religious Accommodations
June 11 & 12, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Webinars
August 19, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – Employee Speech
September 10 & 11, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Webinars

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
September 16, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Thrun Labor Webinar Series – Employee Absenteeism & Evaluations
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