THRUN
Law Firm, P.C.

School Law Notes

December 18, 2025

Wishing Jeff Soles a Happy Retirement!

Thrun Law Firm announces the retirement of our colleague and friend Jeff Soles, who will retire at the end of this year after more than three decades of dedicated service to the Firm and to Michigan schools.

Since joining the Firm in 1994, Jeff's practice has focused on public finance and elections, where his careful analysis and steady judgment have made him a trusted advisor to schools across the state. Known for his direct, no-nonsense advice, Jeff is affectionately referred to as "Dr. No."

Jeff will be greatly missed for his experience, integrity, and quirky sense of humor. As Jeff always says, if everyone was perfect, they would all be bond attorneys.

He has long complained that he golfs too little and rises too early; now, in retirement, he can finally golf too much and *maybe* sleep in past 4 a.m. We wish Jeff much happiness in his well-earned retirement. Congratulations, Jeff!

Sent from my iPhone – The ideas are mine; the mistakes are SIRI's.

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Congratulations to Lisa Swem!

After 37 years of exemplary service to Thrun Law Firm and Michigan public schools, we are pleased to share that Lisa Swem has retired. Lisa's legal expertise and tireless efforts in representing Thrun clients have significantly shaped the legal landscape of Michigan public education.

Lisa's interest in school law dates back to the 1970s, when she served as the first student representative to the Buchanan Community Schools Board of Education – Go Bucks!

Before joining Thrun in 1988, Lisa spent five years as a high school social studies teacher and coach in upstate New York. Although she transitioned into the legal profession, Lisa remained a teacher at heart. As a renowned public speaker, Lisa delivered over 1,000 presentations on a variety of school law topics, demonstrating her unwavering commitment to lifelong learning.

Throughout her tenure at Thrun, Lisa handled matters ranging from student discipline and special education to civil rights and labor negotiations. Whether in a courtroom, at the bargaining table, and even in retirement, Lisa is a force to be reckoned with.

While Lisa's childhood dream was to become a four-star general, her career achievements far exceeded that early ambition. She was inducted into the Buchanan Community Schools Hall of Fame and recognized as a Distinguished Alumna of Centre College for her outstanding service.

As Lisa moves into her next chapter, we celebrate her legacy and wish her much happiness and unlimited travels. Congratulations, Lisa!

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Save the Date: 2026 Election Dates & Deadlines

For 2026, the regular election dates for millage or bond proposals are:

May 5
August 4
November 3

Because schools are responsible for any "added costs" of an election, placing proposals on the ballots during an even-year statewide primary election in August or the general election in November can significantly reduce expenses. Schools should contact their election attorney to discuss how different election dates may affect costs and overall strategy.

Schools considering placing a millage or bond proposal on the May ballot should contact their election attorney as soon as possible. A certified copy of the board resolution approving ballot language for a millage or bond proposal must be filed with the school's election coordinator (typically the county clerk) at least 12 weeks before the chosen election date. For the May 2026 election, that deadline is **Tuesday, February 10, 2026, at 4:00 p.m.** This deadline is *absolute*. If missed, even by a few minutes, the election coordinator can refuse to place the proposal on the ballot.

Registered electors in a school district may also circulate petitions to place a millage or bond proposal on the ballot on a date other than the three election dates listed above. Petitions bearing a sufficient number of signatures must be filed at least 12 weeks before the applicable election date. For 2026, the remaining available petition initiative "floater" election dates are the following Tuesdays:

February 17, 24
March 3, 10, 17, 24, 31
June 16, 23, 30
September 15, 22, 29
December 15, 22, 29

The 2026 regular and available "floater" election dates may be used to seek voter approval for any of the following:

- Millage renewal;
- Restoration/override of Headlee reduction to existing millage;
- New millage, such as sinking fund, recreational, special education, career and technical education, or regional enhancement; or
- Voted bonds.

For a new bond issue that a school would like qualified under the School Bond Qualification and Loan Program, school officials should contact their election attorney at least seven months before the chosen election date to schedule a preliminary qualification meeting with the Department of Treasury.

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Filing Requirements for Issuers of Tax Credit Bonds

Schools that issued tax credit bonds *on or before* December 31, 2017 must annually complete and file Form 1097-BTC with the IRS. For tax year 2025, Form 1097-BTC must be filed by mail by **March 2, 2026** or filed electronically by **March 31, 2026**.

Tax credit bonds differ from conventional school bonds because the bond purchaser receives a tax credit instead of, or in addition to, periodic interest payments. For schools, tax credit bonds were typically issued as either a Qualified School Construction Bond (QSCB) or a Qualified Zone Academy Bond (QZAB).

Many schools issued their QSCBs and QZABs as "direct-pay" bonds that do not give the purchaser a tax credit; instead, they provide the school with a subsidy from the federal government to make debt service payments. Those direct-pay bonds are not subject to Form 1097-BTC filing requirements. Only QSCBs and QZABs issued as tax credit bonds trigger those filing requirements.

Form 1097-BTC must be filed either by: (1) using the IRS's e-filing "FIRE" system, which can be cumbersome, or (2) mailing paper forms to the IRS. An issuer that files the paper Form 1097-BTC must also include a Form 1096, which can be ordered through the IRS website.

In addition to the annual IRS filing, school officials must send a Form 1097-BTC statement to the original bond purchaser (but not the IRS) each quarter. Importantly, the fourth quarter submission to the purchaser *can* serve as the annual IRS filing and should be sent to both the IRS *and* the purchaser. Note that the deadline for providing a copy of the annual (2025 fourth quarter) forms to the purchaser is **February 16, 2026**, which is earlier than the IRS deadline noted above.

Although the IRS website provides detailed instructions for completing and filing both Form 1097-BTC and Form 1096, school officials should consider outsourcing that task to a financial institution that provides paying agent services. For tax credit bonds

issued after 2013, the financial advisor for many school transactions negotiated a contract with a Kansas bank to file the forms on the school's behalf. If your tax credit bond was issued after 2013, we recommend contacting your school's financial advisor to inquire whether a third party already files the forms as part of an existing engagement.

If your school has an outstanding tax credit bond, we recommend that school officials, or the bond registrar or paying agent acting on your school's behalf, comply with the Form 1097-BTC filing requirements and consult the IRS website for filing instructions.

School officials should start the tax year 2025 filing process, or make arrangements with an appropriate financial institution to file the form on the school's behalf, well before the February 16, March 2, or March 31 IRS filing deadlines.

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Preparing for Collective Bargaining

As school officials approach contract negotiations with teacher or support staff unions, thorough preparation is essential to achieving a fair, sustainable, and legally compliant collective bargaining agreement (CBA). Effective preparation not only helps to ensure that the school's goals are clearly defined and collectively supported, but it also promotes positive labor-management relations and reduces the risk of disputes after ratification.

Review the Current CBA and Identify Key Issues

The first recommended step in bargaining preparation is for school officials to conduct a comprehensive review of the existing CBA to identify provisions that have caused confusion, grievances, operational challenges, or unintended costs during the CBA's term. These provisions might include ambiguous language concerning leave policies, evaluation procedures, or placement and transfer rights.

Pay special attention to "past practices" that have developed informally over time, as some may have become legally binding and may need to be clarified or discontinued through bargaining.

School officials also should consider having their CBAs reviewed by legal counsel to identify unclear or problematic language and to provide recommendations to ensure the contracts align with and reflect the most recent legislative changes.

Build a Skilled and Unified Bargaining Team

The school's bargaining team should include members who bring diverse expertise. The team typically consists of the superintendent or designee, a finance administrator, a human resources administrator, and a building-level administrator. Many schools also add legal counsel to the team. Team members should understand the negotiation process, school finances, and how to communicate effectively under pressure.

Consistency is crucial. The school's team must present a unified position, avoiding mixed messages or off-the-record commitments. Designating a lead spokesperson ensures that proposals are presented clearly and that discussions remain focused and professional.

Gather and Analyze Data

Successful negotiations depend on accurate, up-to-date data. School officials should compile detailed information on compensation, benefits, and working conditions for both their own employees and neighboring or comparable schools. Such information may include wage schedules, step and lane costs, health insurance premiums, retirement contributions, substitute costs, and attendance data. The analysis could also include comparing wage competitiveness against private sector employers for similar work.

Analyzing data regarding the school's financial health and engaging in financial modeling is especially critical. School officials should collaborate with their business office to project the cost of proposed salary increases, insurance adjustments, or schedule changes over multiple years, considering enrollment trends, state foundation allowance estimates, and special education reimbursements. Entering negotiations with clear cost forecasts helps the school's bargaining team evaluate proposals realistically and avoid unsustainable commitments.

Establish Negotiation Objectives and Parameters

Before bargaining begins, the school's bargaining team should meet to draft a priority list of "must-haves" that the team will pursue during the negotiation process. These may include fiscal limits, priorities (such as attracting and retaining staff or expanding scheduling flexibility), and understandings on key operational issues. Then, the bargaining team should meet with the board of education to establish clear bargaining parameters regarding financial and other important issues the team has identified. Notably, the bargaining team can discuss bargaining strategy with the board in closed session under Michigan's Open Meetings Act Section 8(1)(c).

A well-defined strategy should also include identifying non-economic interests that can improve working relationships and school operations without adding costs, such as clarifying communication protocols, streamlining grievance procedures, and updating evaluation timelines.

It is also helpful to anticipate the union's likely priorities, such as increased wages, job protections, workload relief, or insurance cost-sharing. Understanding these interests allows the school to develop data-supported counterproposals and explore creative solutions that address both parties' concerns.

Prepare Communication and Contingency Plans

Finally, transparent and accurate communication with the school board, staff, and the community is key throughout negotiations. School officials should prepare factual talking points to counter misinformation and maintain transparency and trust among school stakeholders.

School officials should also plan for potential outcomes, including mediation or fact-finding if impasse occurs. Having contingency plans for operational needs, such as substitutes or payroll adjustments, can minimize disruption of school operations if bargaining extends beyond the contract expiration.

Preparation is the cornerstone of successful collective bargaining. For school officials, this means combining legal awareness, financial discipline, and effective communication. These are qualities that lead not only to a balanced CBA but also to a stronger and more collaborative working relationship with employee bargaining units for years to come.

If you have questions regarding collective bargaining preparation or would like a legal review of your current CBAs, please contact a Thrun labor attorney.

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End of the Year Refresher: IDEA's Least Restrictive Environment

The IDEA requires schools to provide students with disabilities a free appropriate public education (FAPE) in the least restrictive environment (LRE). LRE requires that students with disabilities: (1) are educated in the general education environment with students without disabilities to the maximum extent appropriate, and (2) are not removed from the general education classroom unless education in that setting cannot be achieved even with the use of supplementary aids and services.

A student's LRE is an individualized determination made during the development of the student's IEP. During an IEP meeting, the IEP Team identifies the student's present levels of performance and areas of strengths and needs, develops goals, and determines the student's required individualized program of instruction and related services.

Based on the services and supports a student needs to receive a FAPE, the IEP Team must identify the LRE in which those services and supports can be provided effectively. The IDEA requires schools to offer a continuum of alternative placement options ranging from the least restrictive setting (e.g., general education classroom) to the most restrictive (e.g., residential placement or homebound). This LRE continuum of placement options generally consists of the following:

1. *General Education Classroom* – The student stays in the general education classroom, receiving accommodations or specialized instruction as needed.
2. *Partial Day in the General Education Classroom* – The student attends part of the day in the general education classroom and part of the day in another setting, such as a resource room or self-contained classroom.
3. *Self-Contained Special Education Classroom* – The student attends regular public school, but in a self-contained classroom only for students with disabilities, with opportunities for interaction with students without disabilities in nonacademic and extracurricular activities.
4. *Special Day School* – The student does not attend regular public school, but instead, attends a separate school solely for students with disabilities, usually with no opportunity to interact with students without disabilities.
5. *Residential Facility or Hospital* – The student receives treatment, instruction, and services at a residential treatment facility or in a hospital, usually because the student's disability requires around-the-clock services for educational benefit.
6. *Home Instruction* – The student receives all instruction at home, usually on a temporary basis due to severe medical or psychological issues. The student is likely to have little or no interaction with other students.

The U.S. Sixth Circuit Court of Appeals, whose decisions are binding on Michigan schools, has emphasized that there is a strong preference under the IDEA that students with disabilities be educated in the regular classroom, and the court has provided a framework for when students may be moved to a more restrictive setting. Specifically, the Sixth Circuit has held that students may be removed from the general education environment *only* when: (1) the student would not benefit from regular education, (2) any regular-class benefits would be far outweighed by the benefits of special education, or (3) the student would be a disruptive force in the regular education classroom.

When determining a student's LRE, the IEP Team should consider the extent to which the student can be

educated in a general education classroom and the range of supplementary aids and services that will facilitate that placement. As part of that inquiry, the IEP Team should consider whether any part of the school day, including lunch or recess, can appropriately be spent with students without disabilities with the support of supplementary aids and services.

The IEP Team need not attempt less restrictive environments before moving a student to a more restrictive setting if the nature or severity of a student's disability prevents the student from making satisfactory progress towards their IEP goals in the less restrictive setting.

In November 2025, MDE issued a comprehensive guide to LRE. The guidance reiterates the LRE concepts discussed above and proposes a "System-Wide Transformation" of the education system and a "University Program Transformation" of secondary education institutions that train teachers. These "transformation" sections recommend practices that MDE posits would result in the stated goal of "truly inclusive schools that serve all students effectively." As the IDEA's LRE mandate requires the availability of separate classrooms, schools, and residential facilities for students with disabilities, it is unclear how MDE would reconcile the LRE continuum with its proposed "transformations."

Although MDE's "transformation" proposals promote a system-wide shift, they do not alter the IDEA's fundamental requirement that schools preserve and utilize a full continuum of placement options. IEP Teams must continue to make individualized LRE determinations based on student need, not program philosophy, to ensure each student receives a FAPE in the setting where they can make meaningful progress.

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Understanding Specially Designed Instruction

In October 2025, MDE issued *Specially Designed Instruction (SDI)* guidance, reminding school officials that SDI is a key component to offering a student eligible under the IDEA a FAPE in the LRE. The IDEA's regulations define SDI as the adaptation of instruction as appropriate to meet the needs of a student with an IEP. SDI includes adapting the content, methodology, and delivery of instruction to enable a student to access and make progress in the general education curriculum.

Adaptation Areas

MDE unpacks each area of adaptation for school personnel. "Content" refers to the knowledge and skills that a student needs to be able to fully engage in the general education environment, including academic, functional, social, and physical aspects of the environment. The IEP's Present Level of Academic Achievement and Functional Performance (PLAAFP), which must be thorough, guides the development of SDI.

"Methodology" refers to how instruction is delivered. Methodology should be determined by considering the instructional strategies and methods that have been effective or ineffective for a student in the past. MDE's guidance reinforces that the IEP generally does not need to identify specific teachers, curriculum, or educational methodology to be used.

"Delivery of instruction" refers to who, where, and when instruction will be provided to the student. Based on the needs identified in the PLAAFP and the content being targeted, the IEP Team must assess how delivery of instruction will support a student in making progress on IEP goals and in the general education curriculum.

MDE emphasizes that SDI can be delivered in any setting, but it must always occur within a student's LRE. The amount of time dedicated to SDI is driven by the student's needs, not by a general class schedule. For example, schools should not allocate 55 minutes per day of SDI in a student's IEP simply because that is the length of a class period.

SDI Development

SDI must be developed by an IEP Team and associated with an IEP goal. It is not the same as differentiated instruction, which is universal modification based on formative assessment information that is delivered to all students.

MDE explains that SDI is:

- Explicit, focused, and systematic instruction to help the student master (or at least make progress towards) IEP goals and objectives;
- A service based on data designed to address the student's unique needs;
- Instruction that allows a student with a disability to meaningfully access the general education curriculum and demonstrate proficiency on the same content standards as their peers;
- Instruction grounded in valid research and evidence-based practices;
- Provided in addition to, not in lieu of, general education;
- Individualized to the student's unique needs;
- Based on teaching skills that the student does not have; and
- Unique instruction written into the IEP.

MDE further reminds special education personnel that SDI is *not*:

- What a student needs to do (e.g., homework);

- A place or a schedule;
- A restatement of grade-level content standards;
- A particular methodology or other specific content;
- In place of general education;
- A justification for setting low expectations or teaching below grade level;
- Simply providing support or accommodations or modifications; or
- MTSS Tier 3 support.

SDI may only be delivered by a qualified special education professional or service provider (e.g., speech therapist). Though general education teachers collaborate with special education service providers to provide assistance, only staff with appropriate credentials may design and supervise the provision of SDI.

Noncertified personnel, such as paraprofessionals and interventionists, may support instruction, but they may not deliver SDI. Under direct supervision from credentialed educators, instructional support may include reinforcing previously introduced concepts, monitoring academic progress or behavior, or facilitating the use of assistive technology.

SDI Documentation

MDE reminds school personnel that it is important to document the delivery of SDI. Documentation should include the specific nature of the service (e.g., direct instruction), the amount of time allocated for delivery of SDI, the frequency of delivery within a specific period, the length of each session, and where SDI is delivered. When creating a system to document SDI delivery, schools should include direction as to who provides what instruction, evidence of student participation and progress, and collaboration with general education and support personnel.

MDE's guidance clarifies how SDI should be developed, delivered, and documented to meet IDEA requirements. By outlining expectations for instruction, personnel roles, and record-keeping, the guidance provides school officials with a clear framework to support consistent, compliant SDI practices.

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Guide to Prior Written Notice under IDEA

If you have ever attended a Thrun special education training, you likely heard us emphasize the importance of prior written notice (PWN). Not only is it an IDEA requirement, a PWN is the best vehicle for evidencing the legality of an IEP or other special education decisions. MDE's new guidance document *Understanding the Requirements of Prior Written Notice* provides information on when and how PWNs should be used.

PWN is notice that a school official must provide to a parent *before* any change to or implementation of a student's IEP. It is also required whenever a school proposes or refuses to change the identification, evaluation, or educational placement of a student eligible under the IDEA.

It is important to remember that this notice is required *before* the change or implementation being documented occurs. For example, an annual IEP delivered with a PWN should not indicate implementation on the day it is provided to the parent (or even worse, the date of the meeting). Parents must have time to review the PWN and exercise their procedural safeguards if they disagree with the offer.

MDE's guidance reminds special education personnel of specific PWN deadlines. For instance, if a parent submits a written request for an initial special education evaluation, school personnel must respond to parent's request with a PWN agreeing or refusing to evaluate within 10 school days. Alternatively, if a student with an IEP faces a disciplinary change of placement (removal for 10 consecutive school days or 10 cumulative school days where a pattern of behavior has been identified), school personnel must deliver a PWN notifying parents on the day the placement decision is made.

In addition to providing a PWN when an IEP is drafted, PWNs are also required in the following circumstances:

- Proposal or refusal to evaluate, including reevaluation;
- An eligibility determination;
- Granting or refusing to provide a publicly funded, independent educational evaluation;
- Any change to educational placement;
- Graduation from high school with a diploma; or
- Exiting school due to exceeding the age of eligibility.

A PWN must include a description of the action proposed or refused by the school; an explanation of why the action is proposed or refused; a description of each evaluation, assessment, record, or report the school used as a basis for the proposed or refused action; a statement reminding parents of their procedural safeguards and how to obtain a copy of them; resources for parents; a description of other options the IEP Team considered and why those options were rejected; and a description of any other factors relevant to the school's proposal or refusal.

Although it is tempting to regard the PWN as a nuisance that may be completed quickly at the end of

an IEP meeting, doing so is a mistake. The PWN is the school's document, and it will be a critical component to supporting school officials' decisions if those decisions are later challenged.

Tips for Helpful and Legally Compliant PWNs

To support clear communication and compliance, when preparing a PWN, school officials should:

- Use plain language that anyone can understand;
- Document parent requests and, if those requests were not granted, the reasons why;
- List options considered and why those options were or were not chosen;
- If a parent refused to participate or provided alternative input (other than attending a meeting), document why, how input was obtained, and the efforts school personnel made to include the parent; and
- Prepare the PWN *after* the IEP meeting and *before* implementation of the proposal. This practice avoid claims of predetermination.

MDE's guidance document provides a thorough reference table for supporting PWN documentation. The table includes columns for "purpose," "guiding questions," and "documentation tips" for each PWN component. For example, if the IEP Team refused to increase the number or duration of a student's occupational therapy sessions, MDE suggests using specific language to support this decision.

If you have questions regarding PWNs, please contact a Thrun special education attorney.

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Thrun Files Amicus Briefs in SSAA Section 31aa Litigation

As first reported in our October 20, 2025 E-Blast, the Michigan Legislature amended State School Aid Act (SSAA) Section 31aa to condition student mental health and safety funding under that section on – among other things – a school waiving "any privilege that may otherwise protect information from disclosure in the event of a mass casualty event." A "mass casualty event" is defined broadly to include incidents that occur on school grounds or at school activities that result in: (1) significant injuries to not fewer than three individuals, (2) fatalities, (3) a demand that exceeds normal local emergency response capacity, or (4) a sudden and timely surge of injured individuals necessitating emergency services.

SSAA Section 31aa is being challenged in both state court (the Court of Claims) and federal court (the U.S. District Court for the Eastern District of Michigan). Given the importance of these lawsuits, Thrun Law Firm recently filed *amicus curiae* ("friend of the court") briefs in each court action on behalf of MASB, MAISA, MASA, MASSP, MEMSPA, and MSBO, as well as 189 Michigan schools.

The state court is expected to issue its decision by Friday, December 19, 2025. Meanwhile, the federal court has stayed (i.e., temporarily paused) its case until the state court releases its decision. Each court has ordered that schools that have opted in to receive SSAA Section 31aa funding may rescind that decision by 11:59 p.m. on Tuesday, December 30, 2025, providing schools with meaningful flexibility should the state court issue an unfavorable ruling.

As the litigation progresses, Thrun will continue to monitor developments closely and will update our clients as new information becomes available.

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Confidentially Yours: Attorney-Client Privilege for Schools

Recent developments related to SSAA Section 31aa funding have put the attorney-client privilege squarely in the spotlight for Michigan schools. Understanding the attorney-client privilege, as well as how it can be maintained or lost, is critical now more than ever for school officials.

What Is the Attorney-Client Privilege?

The attorney-client privilege is one of the oldest and most fundamental doctrines in law. It shields communications between an attorney and a client (or their representatives) made in confidence and for the purpose of obtaining or providing legal advice. It encourages open and honest dialogue so school officials can discuss sensitive facts and legal risks with legal counsel without fear that these discussions will be publicly disclosed or used against the school in litigation. That protection promotes the public interest because it allows a school to safely obtain complete and accurate legal advice to develop sound public policy.

The privilege covers legal opinions, emails seeking legal guidance, strategy discussions, notes related to legal advice, and similar records. Importantly, the privilege belongs to the client, meaning the client controls whether it is asserted or waived.

Attorney-Client Privilege Under Michigan Transparency Laws

Michigan's Freedom of Information Act (FOIA) gives the public the right to inspect the school's public records. Not all records, however, must be disclosed. FOIA Section 13(1)(g) exempts from disclosure "information or records subject to the attorney-client privilege." The FOIA exemption applies only to

communications genuinely seeking or providing legal advice.

When a school receives a FOIA request, it may withhold legal memoranda, attorney-written advice, or other privileged communications, so long as those communications genuinely fall within the privilege. This privilege ensures that sensitive legal discussions remain confidential.

Similarly, Michigan's Open Meetings Act (OMA) requires that school boards conduct business in meetings open to the public. There are statutory exceptions allowing certain topics to be discussed in closed session, including legal advice.

Under OMA Sections 8(1)(e) and 8(1)(h), a school board may enter closed session to consult an attorney regarding litigation strategy or to discuss material exempted by state or federal law, including attorney-client privileged records, since they would be exempt from disclosure under FOIA.

A public body cannot use a closed session under the attorney-client privilege exception to broadly debate policy, economics, or politics. All discussion must remain limited to the purpose of the closed session, such as to deliberate on strategy with legal counsel or to discuss written legal advice. To use the attorney-client privilege record exemption, a written legal opinion is necessary – oral legal advice alone does *not* justify a closed session under OMA Section 8(1)(h). Remember that closed session is limited to discussions; all board action must occur in an open meeting.

Waiving the Attorney-Client Privilege

Privilege is a powerful tool, but it is not absolute. The attorney-client privilege can be waived in several ways, sometimes unintentionally, including:

- Disclosing legal advice to a third party outside the attorney-client relationship;
- Placing legal advice "at issue" in defending a decision (e.g., "We did this because our lawyer said it was allowed"); or
- Failing to maintain confidentiality measures (e.g., storing privileged records on shared drives).

Why the Attorney-Client Privilege Matters for Schools

Schools rely on legal counsel to navigate complex issues, including student safety, discipline, special education, contracts, and emerging funding requirements like SSAA Section 31aa.

The attorney-client privilege ensures that school officials can receive candid legal advice and share all relevant facts without fear of public disclosure. This protection aids schools in forming sound public policy. A waiver of privilege, intentional or accidental, opens the door for internal legal advice and decision-making to be scrutinized by the public and by opposing parties, placing schools at real risk of reputational damage and substantial legal exposure.

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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
January 14, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	2020 Title IX Regulations Comprehensive Training Webinar
January 15, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Open Meetings Act Webinar
January 15, 2026	MASA Region 7	Raymond M. Davis	Legal Update
January 20, 2026	MASSP	Erin H. Walz Cathleen M. Dooley	Beyond the Red Flag: What to Do (and Not Do) When Threat Assessments Raise Concerns
January 21, 2026	MSBO Financial Strategies Conference	Raymond M. Davis	Collective Bargaining and Legal Trends
January 22, 2026	MASA Midwinter Conference	Raymond M. Davis Timothy T. Gardner, Jr.	Collective Bargaining Hot Topics in 2026
January 22, 2026	MASA Midwinter Conference	Christopher J. Iamarino Cathleen M. Dooley	School Law and Legislative Update
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 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
June 11 & 12, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Webinars
September 10 & 11, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Webinars
December 10 & 11, 2026	Thrun Law Firm, P.C.	Thrun Attorneys	Policy Implementation Webinars