

From: "Venhorst, Matthew" <Matthew.Venhorst@ct.gov>
To: [REDACTED]
Subject: Complaint Regarding Tuition Requirement for Union Students to Attend Woodstock Academy
Date: Tue, 17 Mar 2026 20:03:06 -0000
Importance: Normal
Inline-Images: image001.png

Dear [REDACTED]

Thank you for your email below regarding the recent actions of the Union Board of Education pertaining to its designated high school. I have been asked to respond to your email on the Commissioner's behalf.

First, thank you for your email and for taking the time to outline your concerns regarding Union's recent change in designated high school and its impact on your family.

Section 10-33 of the Connecticut General Statutes requires boards of education that do not maintain a high school to designate a high school that resident-students may attend after completing elementary school. The law does not prohibit a board of education from changing its designated high school, nor does it prevent a school district from charging tuition when a family chooses to send a student to a high school different from the one the district has designated. Because the actions of the Union Board of Education fall within what the law permits, the Department does not have authority to intervene in the decision.

That said, we appreciate the concerns you raised regarding sibling continuity and the representations made at local board meetings. Those issues are important ones for the district to consider. While the Department cannot override the district's decision, I encourage you to continue engaging directly with the Union Board of Education and the Superintendent to share your perspective and advocate for an approach that supports families in circumstances like yours. Local boards of education do have the discretion to adopt policies that avoid separating siblings, even though they are not required by state law to do so. Thank you.



Matthew E. Venhorst
Staff Attorney
CONNECTICUT Education
Phone: (860) 713-6514
Email: matthew.venhorst@ct.gov

[REDACTED]
Sent: Tuesday, March 10, 2026 2:09 PM

To: Russell-Tucker, Charlene <Charlene.Russell-Tucker@ct.gov>

Subject: Complaint Regarding Tuition Requirement for Union Students to Attend Woodstock Academy

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

From: "Venhorst, Matthew" <Matthew.Venhorst@ct.gov>

To: [REDACTED]

Subject: Request for Review of Tuition Requirement – Town of Union Board of Education

Date: Tue, 17 Mar 2026 20:09:34 -0000

Importance: Normal

Inline-Images: image001.png

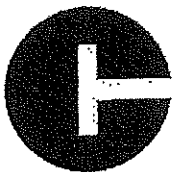
Dear [REDACTED]

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Matthew E. Venhorst
Staff Attorney
CONNECTICUT Education
Phone: (860) 713-6514
Email: matthew.venhorst@ct.gov

From: [REDACTED]

Sent: Wednesday, March 11, 2026 8:28 PM

To: Russell-Tucker, Charlene <Charlene.Russell-Tucker@ct.gov>

Subject: Request for Review of Tuition Requirement – Town of Union Board of Education

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

From: "Lawrence Filippelli, Ed.D." <lfilippelli@woodstockacademy.org>
To: "mike.mckeeon@ct.gov" <mike.mckeeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>, "Christine Swenson (External)" <cjswenson3674@gmail.com>
Subject: Re: Hello and Legal Question
Date: Thu, 14 May 2026 16:15:16 +0000

Importance: Normal

Attachments: WAAgreement.3.3.25_(2)_(1).pdf

Inline-Images: 12713795014596447177.png; 1285158043332867722.png; 2655729704655902620.png; 6259944787150409565.png; 14761131550344940292.png; 12713795014596447177(1).png; 1285158043332867722(1).png; 2655729704655902620(1).png; 6259944787150409565(1).png; 14761131550344940292(1).png

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Hi, Mike

Here is the attached contract to coincide with my earlier message.

Thank you.

Larry

Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



From: Lawrence Filippelli, Ed.D.

Sent: Thursday, May 14, 2026 12:01 PM

To: mike.mckeeon@ct.gov <mike.mckeeon@ct.gov>

Cc: Julie Woodland <jwoodland@woodstockacademy.org>; Christine Swenson (External) <cjswenson3674@gmail.com>

Subject: Hello and Legal Question

Hi Mike,

This is Larry Filippelli, the new Head of School at Woodstock Academy. I had previously reached out to you on LinkedIn. Thank you for giving me your email. I appreciate it.

I am writing regarding a matter that I believe warrants review by legal counsel at the Commissioner's Office.

This past fall, I was contacted by two parents from the Union school district who asked whether Woodstock Academy offered scholarships. Curious as to why they were asking, I spoke with them directly. They informed

me that Union is charging parents the difference between the tuition rate negotiated with E.O. Smith High School and the tuition charged by The Woodstock Academy.

My understanding is that this practice is based on a policy adopted by the Union Board of Education on April 9, 2025 — just two weeks after Union signed its tuition agreement with Woodstock Academy on March 25, 2025. Both of these events occurred prior to my arrival at Woodstock Academy.

I believe the parents may have already contacted the Commissioner's Office and were told, paraphrasing, that "Union can decide where it wishes to send students." However, I do not believe the issue was framed correctly.

My concern is not whether Union can designate schools, but whether it is appropriate for the district to require parents to personally pay the difference between the tuition amount Union is willing to contribute and Woodstock Academy's tuition rate. In effect, families who cannot afford the additional cost are excluded from choosing Woodstock Academy, despite paying taxes to the district. Those families are effectively forced to choose E.O. Smith or pay out of pocket.

Technically, Union may argue that it is satisfying its contractual obligation to Woodstock Academy because the tuition balance is ultimately being paid. However, a portion of that payment is being shifted directly onto parents through this "delta" charge. In my opinion, this creates a de facto voucher-style system, which Connecticut does not authorize, and disproportionately impacts families who do not have the financial means to absorb the additional tuition cost.

Quite frankly, I do not believe this is equitable or appropriate public policy and borders the line of discriminatory practices. Taxpaying families in Union should be able to choose the high school they wish their children to attend without prejudice or additional financial burden.

As you can imagine, I first attempted to address this matter at the local level. I encouraged the parents to speak directly with Superintendent Jacopsic and the Union Board of Education, but those efforts were unsuccessful.

Accordingly, I would like this email to serve as formal notice of a complaint against the Superintendent and the Union Board of Education. I would also appreciate the opportunity to discuss this matter with you directly and request that legal counsel at the Commissioner's Office review the situation.

For additional context, our attorney has already sent correspondence to Union's attorney. Predictably, their position is that the policy is permissible because the Board formally adopted it shortly after executing the tuition agreement with Woodstock Academy.

I have attached the Woodstock Academy/Union agreement for your review.

Would you be available to schedule a time to discuss this matter further? Thank you very much for your time and consideration.

Sincerely,

Larry Filippelli



Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



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**AGREEMENT BETWEEN THE WOODSTOCK ACADEMY BOARD OF TRUSTEES
AND THE UNION BOARD OF EDUCATION**

This Agreement is made this 3rd day of March, 2025, between The Woodstock Academy Board of Trustees (hereinafter referred to as "The Academy") and the Union Board of Education, State of Connecticut (hereinafter referred to as the "the Board").

Founded in 1801, The Woodstock Academy is a co-educational, non-selective, independent secondary school serving students in grades nine through twelve, plus post-graduates. The Academy community takes great pride in its comprehensive and diverse programs, opportunities for academic rigor and enrichment, long history and traditions, as well as the natural beauty of its surroundings.

The Academy is governed by an independent, self-perpetuating Board of Trustees. The Board of Trustees is composed of Trustees of the Corporation, Trustees of the Community, and Trustees of the Sending Towns as outlined in its Manual of Governance. Trustees of the Sending Towns come from the Boards who have a contract with The Academy. The Woodstock Academy's bylaws and charter, subject to change from time to time, permits each sending town with a contract to have one trustee from the Board. The Trustees of the Sending Towns are recommended by their Boards of Education and proposed by The Woodstock Academy Nominating Committee for election by the Board of Trustees. Trustees of the Sending Towns terms expire with reorganization of their respective Boards of Education and provide public representation on The Woodstock Academy Board of Trustees.

The Woodstock Academy is an independent school with a public purpose. As such, The Academy is committed to its status as an independent school and dedicated to providing a superior secondary education to our sending town and private tuition students.

The parties to this Agreement, in consideration of the mutual promises, covenants and stipulations set out herein, agree to the following mutually acceptable terms and conditions:

1. **ACADEMY DESIGNATION:** The Union Board recognizes The Academy as a high school that eligible students from the Town of Union may attend, in accordance with Union policies and Section 10-33 of the Connecticut General Statutes.
2. **ACADEMY SERVICES:** The Academy will furnish educational facilities, programs, and activities for grades nine (9) through grade twelve (12) for high school students residing in the Town of Union, subject to all the requirements, privileges, restrictions, and awards accorded its student body. Union students shall be afforded all of the rights and privileges of public-school students enrolled at The Academy, on the same terms and conditions as other publicly enrolled high school students.
3. **ENROLLMENT:** The Board of Education will provide an electronic copy of all the contact information for eligible 8th-grade students when requested. The Board of Education shall notify The Academy by April 1st of each year of a non-binding, anticipated number of ninth-grade enrollees for the subsequent school year.
4. **STUDENTS:** Any students residing in the Town of Union and recommended by the Board who have not completed the prescribed program for high school graduation shall be entitled to all the privileges and advantages of attendance at The Academy if residency status has been verified in advance by the Union Board, in accordance with the policies and procedures of the Union Public Schools. In the event of any known changes in the address of a Union student, The Academy shall promptly notify the Union Superintendent of Schools of the student's new address. The Superintendent may, at his/her discretion, prohibit the enrollment of any student who has attained the age of twenty-two (22) years.

Upon termination of this contract, or any extension thereof, all Union students then enrolled at The Academy shall be provided the option of completing their high school education at The Academy up to, and including, graduation at the expense of the Union Board.

5. **REGULAR EDUCATION TUITION PAYMENT:** At the request of Union, Union will pay The Academy on a quarterly basis for the students actually enrolled at The Academy. Each quarter, The Academy will submit a pro-rated invoice to Union for the number of enrolled students.

6. **SPECIAL EDUCATION TUITION AND SERVICES:** The Academy provides a wide range of special education services to its students and The Academy will continue to expand these services when required by increased special education student load and/or need. The Union Board will be responsible for reimbursing The Academy for the actual costs of special education programs for Union students who require special education services, consistent with the requirements of the student's Individual Education Program (IEP), in addition to the regular education tuition for each student. The cost of educating Union students who require special services will be computed individually for each student in a timely manner in order that the Union Board may apply for partial state reimbursement as permitted by Connecticut Statute. Such cost shall be determined using an agreed-upon method of dividing the prior year's special services enrollment into the following year's Academy budget for special services to derive a daily tuition rate per student. Prior to October 1st of each year and following a determination by a Planning and Placement Team (PPT) meeting, if it is determined that a student will be assigned fifty (50) percent, or over, of the student's time in either a resource room, or self-contained environment, regular tuition cost shall be waived for that school year and tuition costs shall be based on special education services only. Any increase or decrease of assigned time following October 1st of each year shall result only in adjustments in special education costs.

The Academy agrees to comply with the provisions of the Individual with Disabilities Education Act (IDEA) and related state laws or regulations as they relate to enrolled resident students from Union. Union shall remain the local education agency (as such term is understood under the IDEA) for any enrolled student of Union. The Academy agrees to accept all Union students requiring special education services based on the PPT decisions and through the PPT process, which cooperatively develops an IEP for such students. The parties acknowledge, however, that The Academy may not be able to appropriately educate certain Union students who require extensive and/or specialized education or related services, and, therefore, the Union Board shall be responsible for providing an education for these students at the sole expense of the Union Board. Determination of such placement shall be made by a legally constituted PPT with the opportunity for input from Academy staff members as needed and the Union Director of Student Services.

7. **EXPULSION:** Union students who may be expelled by The Academy, based on the students' actions, shall continue to be counted as part of the quarterly payment. The cost of providing any alternative education to expelled students shall be the responsibility of The Academy, subject to the provisions of the paragraph regarding special education students. In providing alternative education to Union students, The Academy will be guided by the regulations concerning homebound tutoring. In the event that a student attempts to withdraw after a disciplinary infraction, The Academy shall notify the Union superintendent of the withdrawal and reasons therefor.
8. **TRANSPORTATION:** The Union Board shall be responsible for providing all the transportation needs of its students to and from The Academy on a daily basis.
9. **INVOICES:** The Academy will invoice the Union Board of Education for the tuition costs of all students from the Town of Union on a quarterly basis, as outlined in Section 5 above.
10. **TERM:** This Agreement shall remain in term for a period of three (3) years commencing on the date of signing and will automatically be extended for a period of three (3) years under the same terms and conditions of this Agreement unless either party provides written notice of their intent not to renew this Agreement at least one hundred and eighty (180) days prior to the expiration of the agreement.
11. **INDEMNITY:** The Academy agrees to indemnify the Union Board for any and all claims concerning educational services provided by The Academy to Union students and all claims concerning the actions of The Academy employees.
12. **LIABILITY INSURANCE:** The Academy shall provide to the Union Board a Certificate of Liability Insurance for the premises at which educational services are being provided pursuant to this agreement, in the amount of \$1,000,000 per accident and \$500,000 property damage. It is understood that said liability insurance shall be only for the premises of The Academy, or such other location at which educational services are being provided hereunder.
13. **RECORD ACCESS:** In accordance with applicable law, it is agreed and understood that at any time the Union Board, through its superintendent, may request from and The Academy will provide, such information or permit the inspection of such records as may be necessary to verify or confirm any information submitted to the Union Board in accordance with this contract, including all charges due. All individual student records acquired by The Academy will be released and available to the Union Board at reasonable times. If the Union Board provides The Academy with a student's accumulated folder, it shall be returned to the Union Board within one year of the student graduating.

14. EXCLUSIVE TERMS: This written Agreement contains the sole and entire Agreement between the parties and supersedes any and all other contracts between them. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representation, including the execution and delivery hereof except such representation as specifically set forth herein, and each party acknowledges that each has relied on its own that any statements or representations that may have heretofore been made by either of them to the other are void and of no effect and that neither of them has relied thereon in connection with its dealings with the other.
15. NO MODIFICATION -- MODIFICATION IN WRITING: No waiver or modification of this Agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the parties to be charged therewith. Furthermore, no evidence of a waiver or modification shall be offered or received in any proceeding between the parties arising out of or affecting this Agreement or the rights or obligations of any party here unless such waiver or modification is in writing, duly executed as aforesaid. The provisions of this paragraph may not be waived except as herein set forth.
16. REPRESENTATION: The Academy Bylaws, as may be amended from time to time, establish the number of voting members on the Board of Trustees that the Union Board of Education is entitled to and further establish those members' committee assignments. As of the date of this Agreement, but subject to any amendment of the bylaws, which are controlling, the Union Board of Education is entitled to one (1) voting member on The Woodstock Academy Board of Trustees. The Union Trustee of the Sending Towns will serve on the Executive and Finance Committees.
17. COOPERATIVE OPPORTUNITIES: The Head of School, working on behalf of the Board of Trustees, may promote whenever possible mutual educational, cooperative, and financial benefits that would strengthen both parties and the larger community as a whole. These may include but are not limited to sharing of professional development opportunities and sharing of staff when appropriate.
18. SCOPE OF AGREEMENT: It is understood that the provisions of the Agreement shall not contravene the decision-making authority of either of the parties of this Agreement or their respective duties and prerogatives created by law.
19. EFFECTIVE DATE: This Agreement shall become operative when approved by the Union Board of Education and by the Trustees of The Woodstock Academy.
20. GOVERNING LAW: This Agreement shall be construed and governed by and under the laws of the State of Connecticut.

IN WITNESS WHEREOF, the parties have executed this Agreement on the 3rd day of March, 2025

The Woodstock Academy

Union Board of Education

President, Board of Trustees

Date

Andrea Estee
Chairperson, Union Board of Education

2/28/25
Date

Head of School

Date

[Signature]
Superintendent

3/3/2025
Date

From: "Lawrence Filippelli, Ed.D." <lfilippelli@woodstockacademy.org>
To: "McKeon, Mike" <Mike.McKeon@ct.gov>
Subject: Re: Hello and Legal Question
Date: Thu, 14 May 2026 16:34:32 +0000

Importance: Normal
Inline-Images: image001.png; image002.png; image003.png; image004.png; image005.png; image006.png;
12713795014596447177.png; 1285158043332867722.png; 2655729704655902620.png;
6259944787150409565.png; 14761131550344940292.png

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Hi, Mike

Thank you so much for your quick message back. Much appreciated. Happy to talk next week. Let me know what works for you and I will match in my calendar.

Take care,

Larry



Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Thursday, May 14, 2026 12:26 PM
To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Subject: RE: Hello and Legal Question

This message originated from outside of The Woodstock Academy. Please be careful when responding, clicking links, or opening attached documents.

Hey, Larry. Thank you for your e-mails. I do recall that one of the attorneys in my office communicated with the two sets of parents regarding this issue. The narrative in the e-mail you sent immediately prior to this one is, however, helpful, and my office will review the concern you have raised as well as the contract you shared and will circle back with you, although it may not be until the beginning of next week. Thanks again, and I will keep you posted.

Mike



Michael P. McKeon
Director of Legal and Governmental Affairs

Connecticut State Department of Education
450 Columbus Boulevard
Hartford, CT 06103
Office: 860-713-6517
Mike.McKeon@ct.gov



From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Thursday, May 14, 2026 12:15 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>; Christine Swenson (External) <cjswenson3674@gmail.com>
Subject: Re: Hello and Legal Question

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The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



From: Lawrence Filippelli, Ed.D.
Sent: Thursday, May 14, 2026 12:01 PM
To: mike.mckeon@ct.gov <mike.mckeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>; Christine Swenson (External) <cjswenson3674@gmail.com>
Subject: Hello and Legal Question

Hi Mike,

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I am writing regarding a matter that I believe warrants review by legal counsel at the Commissioner's Office.

This past fall, I was contacted by two parents from the Union school district who asked whether Woodstock Academy offered scholarships. Curious as to why they were asking, I spoke with them directly. They informed me that Union is charging parents the difference between the tuition rate negotiated with E.O. Smith High School and the tuition charged by The Woodstock Academy.

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For additional context, our attorney has already sent correspondence to Union's attorney. Predictably, their position is that the policy is permissible because the Board formally adopted it shortly after executing the tuition agreement with Woodstock Academy.

I have attached the Woodstock Academy/Union agreement for your review.

Would you be available to schedule a time to discuss this matter further? Thank you very much for your time and consideration.

Sincerely,

Larry Filippelli



Lawrence Filippelli, Ed.D.

Head of School

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From: "Lawrence Filippelli, Ed.D." <lfilippelli@woodstockacademy.org>

To: "McKeon, Mike" <Mike.McKeon@ct.gov>

Cc: "David Ryan" <david.ryan@ryan-ryan.net>, Julie Woodland
<jwoodland@woodstockacademy.org>

Subject: Re: Hello and Legal Question

Date: Mon, 18 May 2026 02:00:54 +0000

Importance: Normal

Attachments: Letter_to_Union_3.2026_1_breach_and_litigation_hold_1_3.8.26_(1).docx;
Ryan_re_Woodstock_3-23-26.pdf

Inline-Images: image001.png; image002.png; image003.png; image004.png; image005.png; image006.png;
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Hi, Mike

Thank you again for taking a look at this for us. Our attorney is David Ryan. The attorney for Union is Mark J. Sommaruga. I have attached the letter Dave Ryan sent to Union as well as the response from Attorney Sommaruga for Union.

We have had no further contact regarding this situation. At some point when I first came on, there was a scheduled date and time for me to attend the Union School Board meeting on April 22, 2026. This was scheduled well before this issue came up. It was likely scheduled in August or September, 2025. I reached out to Superintendent Jacopsic and CCd his Board chair to ask if they still wanted me to come to the meeting on 4/22. They emailed me back and indicated there was nothing on their agenda that I needed to speak to. I thanked them and let it go. A quick check on their website shows the 4/22/26 meeting was canceled.

Thank you and let me know if you need anything else.

Take care,

Larry

Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Friday, May 15, 2026 1:17 PM

To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Subject: RE: Hello and Legal Question

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Hey, Larry. Good afternoon. I was working on an appellate court brief most of yesterday, but I had the chance earlier today to review your e-mail in detail as well as the contract with the Union Board of Education. I am very surprised by Union's position as I believe it is contrary to state statutes. You mentioned that when Woodstock's legal counsel reached out to Union's, the latter apparently represented that there was nothing wrong with Union charging parents with surplus tuition. Would you happen to know who that attorney is, and could you also tell me who is representing Woodstock? This would help the CSDE's outreach.

In the interim, we will discuss further internally, and then I will follow up. Thank you and have a great weekend!

Mike



Michael P. McKeon
Director of Legal and Governmental Affairs

Connecticut State Department of Education
450 Columbus Boulevard
Hartford, CT 06103
Office: 860-713-6517
Mike.McKeon@ct.gov



From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Thursday, May 14, 2026 12:02 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>; Christine Swenson (External) <cjswenson3674@gmail.com>
Subject: Hello and Legal Question

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My understanding is that this practice is based on a policy adopted by the Union Board of Education on April 9, 2025 — just two weeks after Union signed its tuition agreement with Woodstock Academy on March 25, 2025. Both of these events occurred prior to my arrival at Woodstock Academy.

I believe the parents may have already contacted the Commissioner's Office and were told, paraphrasing, that "Union can decide where it wishes to send students." However, I do not believe the issue was framed correctly.

My concern is not whether Union can designate schools, but whether it is appropriate for the district to require parents to personally pay the difference between the tuition amount Union is willing to contribute and Woodstock Academy's tuition rate. In effect, families who cannot afford the additional cost are excluded from choosing Woodstock Academy, despite paying taxes to the district. Those families are effectively forced to choose E.O. Smith or pay out of pocket.

Technically, Union may argue that it is satisfying its contractual obligation to Woodstock Academy because the tuition balance is ultimately being paid. However, a portion of that payment is being shifted directly onto parents through this "delta" charge. In my opinion, this creates a de facto voucher-style system, which Connecticut does not authorize, and disproportionately impacts families who do not have the financial means to absorb the additional tuition cost.

Quite frankly, I do not believe this is equitable or appropriate public policy and borders the line of discriminatory practices. Taxpaying families in Union should be able to choose the high school they wish their children to attend without prejudice or additional financial burden.

As you can imagine, I first attempted to address this matter at the local level. I encouraged the parents to speak directly with Superintendent Jacopsic and the Union Board of Education, but those efforts were unsuccessful.

Accordingly, I would like this email to serve as formal notice of a complaint against the Superintendent and the Union Board of Education. I would also appreciate the opportunity to discuss this matter with you directly and request that legal counsel at the Commissioner's Office review the situation.

For additional context, our attorney has already sent correspondence to Union's attorney. Predictably, their position is that the policy is permissible because the Board formally adopted it shortly after executing the tuition agreement with Woodstock Academy.

I have attached the Woodstock Academy/Union agreement for your review.

Would you be available to schedule a time to discuss this matter further? Thank you very much for your time and consideration.

Sincerely,

Larry Filippelli



Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



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March , 2026

SENT BY EMAIL AND OVERNIGHT MAIL

Steven Jackopsic, Union School District Superintendent and Principal
(sjackopsic@unionschool.net)

Union School
18 Kinney Hollow Rd.
Union, CT 06076

**RE: NOTICE OF BREACH OF CONTRACT BY THE UNION BOARD OF
EDUCATION; NOTICE OF STATUTORY VIOLATIONS; BREACH OF THE IMPLIED
COVENANT OF GOOD FAITH AND FAIR DEALING; POTENTIAL
DISCRIMINATION ISSUES; AND NOTICE TO PRESERVE AND NOT DESTROY
EVIDENCE – LITIGATION HOLD**

Dear Superintendent Jackopsic:

This firm represents The Woodstock Academy ("The Academy"). It has recently been brought to our attention that the Union Board of Education ("Union Board") has informed several parents of children eligible to attend The Academy that they would be required to pay the difference in the Edwin O. Smith High School ("EO Smith") tuition rate for the Union Board and The Academy's contractual tuition rate. Upon information and belief we believe that for the 2026-2027 school year, that amount is \$3,796.34.

Your decision to charge a reimbursement fee to Union parents who choose to send their students to The Academy within days of your signing a new contract agreement with The Academy is both disingenuous and disturbing; particularly since your decision affects young students. In addition, The Academy is unlawfully impacted by your deceptive practices. Specifically, the Union Board is in breach of its written contract agreement with The Academy Board of Trustees signed by you on March 3, 2025 ("Agreement"). The Union Board's actions

violate Agreement section one, "ACADEMY DESIGNATION," section two, "ACADEMY SERVICES," section five, "REGULAR EDUCATION TUITION PAYMENT," and POSSIBLY section six, "SPECIAL EDUCATION TUITION AND SERVICES."

In addition, the Union Board's decisions violate Conn. Gen. Stat. § 10-33 and § 10-34. Both of these statutes specifically contemplate and require payment by the Union Board for the attendance of Union children/residents whose parents or guardians choose The Academy as the school they desire for their child. Conn. Gen. Stat. § 10-33 provides in pertinent part:

Any local board of education which does not maintain a high school shall designate a high school approved by the State Board of Education as the school which any child may attend who has completed an elementary school course, and such board of education *shall pay the tuition of such child. ...*

Id. (emphasis added).

Conn. Gen. Stat. § 10-34 as it relates to the actions of the Union Board provides even greater clarity on what constitutes a valid "payment" of tuition. It provides in relevant part:

The State Board of Education may examine any incorporated or endowed high school or academy in this state and ... said board may approve such school or academy under the provisions of this part, and any town in which a high school is not maintained *shall pay the whole of the tuition fees of pupils attending such school or academy. ...*

Id. (emphasis added).

Charging parents for choices made pursuant to the aforementioned statutes is unlawful, illogical and clearly defeats our legislature's expressed intention of payment of the "whole of the tuition fees."

The actions of you and the Union Board also likely violate other principles of law as defined by our Courts. Specifically, the Agreement is a contract and as such carries an implied duty that requires that neither party to the contract "do anything that will injure the right of the other to receive the benefits of the agreement." *DeLaConcha of Hartford Inc. v. Aetna Life Insurance Co.*, 269 Conn. 424, 433 (2004). This duty, known as the implied covenant of good faith and fair dealing assumes that both parties agreed to the terms and purpose of the contract and that whatever is in dispute involves "a party's discretionary application or interpretation of a contract term." *Id.* at 432-433.. "Essentially [the implied covenant of good faith and fair dealing] is a rule of construction designed to fulfill the reasonable expectations of the contracting parties as they presumably intended." *D2E Holdings, LLC v. Corp for Urban Home Ownership of New Haven*, 212 Conn.App. 694, 702 - 703 (2022) While The Academy understands that a valid claim of the breach of the implied covenant of good faith and fair dealing requires proof of bad faith on your part and/or the Union Board, The Academy believes the timing and duplicities of your actions after signing the Agreement certainly may demonstrate a dishonest purpose which has been deemed to equal bad faith. *See D2E Holdings*, 212 Conn.App. at 703; *see also Keller v. Beckenstein*, 117 Conn.App. 550, 564, *cert. denied*, 294 Conn. 913 (2009).

The Academy also notes that the conduct of you and the Union Board may violate basic notions of unlawful discriminatory treatment, including but not limited to those concerning students in need of special education services who are protected by a variety of state and federal laws. These items are still being reviewed by The Academy.

Please note that The Academy, in lieu of seeking immediate recourse and in recognition of the years it has educated Union students in a positive manner, has directed me to provide you until March 2026 to *specifically (with details)* inform this firm how:

- The Union Board has not breached the Agreement;
- The Union Board is not violating Conn. Gen. Stat. § 10-33 and § 10-34;
- You and the Union Board have not breached the covenant of good faith and fair dealing; and
- You and the Union Board are not treating students differently and possibly unlawfully under state and federal laws.

Finally, please also accept this letter as The Academy's demand that you and all Union Board members preserve all documents, tangible things and electronically stored information ("ESI") (collectively "evidence") that were created within the last 24 months within your or Union Board members' possession, custody and control, that in all probability are relevant to anything related to The Academy, Edwin O. Smith High School ("EO Smith") and any other designated schools of choice of the Union Board (since January 1, 2024) under Conn. Gen. Stat. § 10-33 and § 10-34.

By way of example, and not as an exhaustive or limited list, you are to maintain a "litigation hold" on all relevant evidence including, but not limited to, the following:

- All documents, including drafts relating to The Academy and its current and former administrators and directors, including all emails and text messages (including from personal accounts) that refer to it or them;
- All documents, including drafts relating to EO Smith and its current and former administrators, employees and directors, including all emails and text messages (including from personal accounts) that refer to it or them; and
- All documents to include email, text messages, Slack (or other such internal messaging programs) messages and other communication (including from personal accounts) concerning planning to discuss (in any way) The

Academy, EO Smith, and policies of the Union Board related in any way to The Academy and/or EO Smith.

You should take the broadest possible view of the potential scope of the potential litigation and the definition of evidence that falls within this demand. The terms "documents," "records" and "ESI" are broadly defined and include, but are not limited to: all correspondence, notes, drafts, memoranda, work papers and other writings; e-mail, text messages, voicemail and other electronic communications (e.g., logged IM); databases, such as Slack; digitized images; database spreadsheets (e.g., Excel®, etc.); materials on hard drives, shared drives, backup tapes, cloud storage, compact discs, thumb drives or on any other type or form of electronic media; PowerPoint® slides and presentations; information maintained or stored on computerized calendars and personal information managers (PIM), cell phones, cloud storage, personal laptops or home computers; internet usage, telephone and network access logs; web sites and web pages; and all similar data and information that is stored on, maintained on, utilized on, or transmitted via a computer or computer network, including the Internet. ESI includes metadata, which is information about a particular record or data set which describes how, when and by whom it was collected, created, accessed, or modified as well as how it is formatted. All hardware and storage media containing such electronically stored information must be preserved, regardless of whether duplicates of the information exist on other hardware, systems or platforms. All initial, interim, draft and final versions of any of the foregoing materials are within the definitions of "documents," "records" and "ESI."

Be further advised that a mere file backup of a hard drive or similar storage device is inadequate ESI preservation. You must image the hard drive or other storage device in bit-stream copies where all areas, used and unused, of the storage device are copied. Any relevant

Page 6 of 6

files that have been deleted that are reasonably recoverable should be immediately undeleted. ESI should be preserved in its native form, and it should not be preserved by such means that would remove or degrade the ability to search the ESI by electronic means or make it difficult or burdensome to access or use the information efficiently.

This notice also applies with respect to all documents created from this point forward.

The Academy reserves all of its rights.

Thank you.

Sincerely,

/s/ David A. Ryan, Jr.

David A. Ryan, Jr.

PULLMAN & COMLEY

Mark J. Sommaruga
90 State House Square
Hartford, CT 06103-3702
p 860 424 4388
f 860 424 4370
msommaruga@pullcom.com
www.pullcom.com

Via e-mail

March 23, 2026

Attorney David A. Ryan, Jr.
Ryan & Ryan, LLC
900 Chapel Street, Suite 621
New Haven, CT 06510

Re: Threatened/false claims by Woodstock Academy against Union Board of Education

Dear Attorney Ryan

This firm serves as legal counsel to the Union Board of Education ("Union"). I am in receipt of your March 17, 2026 e-mail that you submitted on behalf of The Woodstock Academy ("Woodstock"), in which you made many disturbing and baseless claims against Union.

First of all, any claim that Union has been "deceptive" or "disingenuous" is laughable. Throughout the entire negotiation process between Union and Woodstock, Union was upfront and transparent to both Woodstock and the general public. I was not present during the negotiations and public comments by Union officials. However, Union has shared with me the following, which does match my general awareness/knowledge of the process:

- **October 23, 2024:** On that date, a meeting of the Union Board of Education took place, at which time there was discussion and action, with Union designating E.O. Smith as its High School, but indicating that the Board would explore agreements with other high schools and private pay agreements, with Union's contribution capped at the E.O. Smith per student cost.
- **January 22, 2025:** On that date, there was a meeting/negotiation session between the Union Board of Education, Woodstock's school administration, and Woodstock Board of Trustee members. At that meeting, Union discussed its clear intentions, including having parents who choose to have their children attend schools that were not E.O. Smith High School pay the difference in tuition. Union was transparent as to its goal of getting already enrolled students covered by the agreement and new students covered under Union's new high school attendance/tuition policy; that is why Union sought a three-year agreement. Interestingly, the Academy's then-Head of School stated during the meeting/negotiation session that Union could do whatever it wanted with respect to policy and that he just wanted to be sure Union was in charge of collecting any tuition monies from parents (as opposed to Woodstock), as Woodstock did not want to be involved in chasing parents for money.

Page 2

- o The parties subsequently shared/exchanged various drafts via email until the final draft was brought to the Union Board of Education for approval.
- **February 19, 2025:** At its meeting, the Union Board of Education approved and adopted its High Schools policy *and* the agreements with Woodstock, (along with E.O Smith High School and Stafford High School).
- **March 3, 2025:** Union signed the agreement and sent it to Woodstock.
- **April 3, 2025:** Woodstock's Head of School confirmed that the agreement was signed and approved by Woodstock and that Union would be receiving a copy.

Clearly, Union was transparent with Woodstock and its then-Head of School (and its Trustees) and the public in general (i.e., Union parents) that it intended to have E.O. Smith High School serve as Union's primary/designated school, but to give Union parents going forward the option of sending their children to other high schools, with such parents then being responsible for the tuition costs for such other high school above the E.O. Smith tuition rate.

The agreement between Union and Woodstock makes explicit reference to its linkage to Union policies. Indeed, the agreement states clearly that Union recognizes Woodstock is a high school that Union students can attend "**in accordance with Union policies.**" These policies were publicly discussed and adopted by the Union Board of Education prior to the parties entering into the current agreement. The Union policies specifically mirror the discussion that took place in public and with the Academy. These policies are quite clear that going forward, parents choosing to send their children to a program other than E.O. Smith High School (specifically, Woodstock or Stafford High School) are required to submit additional documentation to Union and are then responsible for paying the additional costs of tuition. The agreement that parents must sign with Union further reflects this fact.

In this context, your allegations of deceptive practices ring hollow. In addition, you fail to state a claim of a violation of the contract. Union will be paying the costs set forth under the contract for any student's attendance at Woodstock (and the issue of payment by any parent is between Union and that parent, nobody else); Woodstock will have no role in collecting any monies that may be due to Union under Union policy. Nothing in the agreement addresses or prohibits what Union is doing.

Union would like to have a functioning relationship with Woodstock and is willing to carry out its obligations under the agreement between the parties. That being said, Union has its concerns over Woodstock's willingness to abide by this agreement. As such, Union reserves all rights that it might possess, whether providing notice of its intention not to renew (or terminate) the agreement or otherwise.

Parenthetically, Union acknowledges receipt of your preservation request. The Board will be discussing this matter in executive session at its next meeting on March 25, 2026.

PULLMAN
& COMLEY

Page 3

Best regards,

/s/ Mark J. Sommaruga

Mark J. Sommaruga

From: "Lawrence Filippelli, Ed.D." <lfilippelli@woodstockacademy.org>
To: "McKeon, Mike" <mike.mckeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Union Enrollment and Payment Document
Date: Wed, 20 May 2026 17:02:56 +0000
Importance: Normal
Attachments: 2026-05-20_Enrollment_and_Payment_Union_Public_Schools.pdf
Inline-Images: 12713795014596447177.png; 1285158043332867722.png; 2655729704655902620.png; 6259944787150409565.png; 14761131550344940292.png

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Hi, Mike

Sorry I didn't include this attachment in my earlier emails. Attached you will find Union's Enrollment and Payment document that is given to parents if they decide to attend The Academy and not Union's designated school. This is an interesting document because, by contract, I believe The Woodstock Academy is a designated school. Please add to your files as you review this case.

Talk soon and thank you.

Best,

Larry

Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



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Union School



18 Kinney Hollow Rd.
Union, CT 06076
(860) 684-3146
(860) 684-9385 (Fax)

Date: March 5, 2026

To: Parents of Freshman Students Attending Woodstock Academy in the 26-27 School Year

From: Steve Jackopsic, Union School District Superintendent/Union School Principal

RE: Woodstock Academy Tuition Payments

Per the Non-Designated High School Attendance with Tuition Agreement, parents are required to pay the difference in the E.O. Smith tuition rate (\$15,347.66) and Woodstock Academy tuition rate (\$19,144.00). The total difference is \$3,796.34.

Checks should be made payable to The Town of Union, Connecticut and mailed to Union School.

Payment Due Dates:

- August 1, 2026, \$949.08
- October 1, 2026, \$949.08
- January 1, 2027, \$949.09
- April 1, 2027, \$949.09

Students

Policy # 6172.13

DESIGNATED AND NON-DESIGNATED PUBLIC HIGH SCHOOLS

Designated High Schools and

Agricultural Science and Technology Education Program.

In accordance with Conn. Gen. Stat. § 10-33, commencing with the 2025-2026 school year, and subsequent years, the Union Board of Education ("Board") designates E.O. Smith (Region 19) as its designated high school. Upon satisfactory completion of eighth grade, a child residing with a parent or guardian in Union may attend a designated high school in accordance with the terms of this policy, applicable law, and the Board's agreement with the designated high school, including any limitations on enrollment imposed by the boards of education operating the designated high schools. The Board will pay the tuition and provide transportation for eligible Union residents who attend a designated high school.

Notwithstanding the foregoing, the Board will pay the tuition and provide transportation to eligible Union students who were attending the Woodstock Academy and Stafford High School during the 2024-2025 school year so that they can continue those schools until their completion of studies and/or graduation from such schools, if their parents/guardians should choose to continue to enroll these students in such schools.

In accordance with Conn. Gen. Stat. §§ 10-64, and 10-97, the Board designates E.O. Smith's Agricultural Education Program and Rockville's Agricultural Science and Technology Program as its designated agricultural science and technology education programs. Upon satisfactory completion of eighth grade, a child residing with a parent or guardian in Union may attend these agricultural science and technology education programs in accordance with the terms of this policy and applicable law. The Board will pay the tuition and provide transportation for eligible Union residents who attend the designated agricultural science and technology education programs, provided that the Board shall not be required to expend for transporting a student to an agricultural science and technology education center an amount greater than six thousand dollars (\$6,000).

Non-Designated Public High Schools

A student may attend a non-designated public high school program approved by the State Board of Education (currently limited to Woodstock Academy or Stafford High School), in accordance with applicable law. Attendance at such non-designated programs shall be voluntary. Parents or guardians who wish to request for their child to attend a non-designated public high school must complete and submit the required documentation for consideration.

- § 10-33 Tuition in towns in which no high school is maintained.
§ 10-64 Establishment of regional agricultural science and technology education centers. Moratorium; exception. Tuition and transportation.
- § 10-76d Duties and powers of boards of education to provide special education programs and services.
- § 10-97 Transportation to technical education and career schools.
- § 10-277 Reimbursement for transportation of high school pupils from towns or regional school districts not maintaining high schools. Transportation to non public schools. Opinions, Conn. Atty. Gen., No. 1996-019 (December 13, 1996).

ADOPTED: February 19, 2025, REVISED February 26, 2025, REVISED April 9, 2025

The Superintendent shall report to the Board each year on the number of students attending such non-designated public high school programs.

If approved, the Board shall pay at least an amount equal to the E.O. Smith current regular education tuition rate (in the Board's discretion), to such non-designated high school programs. Transportation to non-designated high schools shall be the sole responsibility of the parents or guardians. The Board shall not be responsible for any programs(s) or services(s) which result in an annual expenditure that exceeds such tuition fee payment to such non-designated high school programs, unless required by law. The Board shall not be responsible for any additional costs that these non-designated high school programs may charge for additional services (including but not limited to extra-curricular activities, special education and related services, Section 504 accommodations).

The Board does not guarantee any more funding from the Board toward placement in a non-designated high school than the E.O. Smith regular education tuition rate.

Each school year, 25% of payment is expected by August 1st, 25% by October 1st, 25% by January 1st and 25% by April 1st. These payments will be applied to the quarterly costs at Stafford High School and Woodstock Academy.

Failure of the parent/guardian to pay for any such additional expenditures or costs for a non-designated high school program may lead to the termination of the Board's payment in support of a placement at such a program.

If payment(s) are not received by given deadline(s), Union will no longer support financially the placement at (and the student will be subject to immediate withdrawal from) Stafford High School or Woodstock Academy."

The parent is responsible for any amount up to the full difference in cost between the E.O. Smith regular tuition rate and the sum of 1) the Stafford High School or Woodstock Academy regular education tuition rate and 2) any additional costs for a placement at such schools. The Board may require the execution of placement agreements as a condition for providing any funding of tuition for any non-designated high school programs.

Exceptions

In accordance with state and federal law, students may enroll in charter and magnet high school programs, as well as technical and career high school programs. The district will not provide transportation to charter and magnet school programs. Transportation to technical and career high school programs shall be provided in accordance with state law provided that the Board shall not be required to expend for transporting a student to a technical education and career school an amount greater than six thousand dollars (\$6,000).

The Superintendent shall develop and implement administrative regulations to implement this policy.

Legal Reference:

Connecticut General Statutes

ADMINISTRATIVE REGULATIONS
DESIGNATED AND NON-DESIGNATED PUBLIC HIGH SCHOOLS

Procedures for Students Selecting a Designated High School

1. Students must submit a Designated High School form to the Superintendent's office not later than January 1st of the year preceding high school attendance, identifying the name and grade of the student and the designated high school the student would like to attend.
2. Each student and his or her parent(s)/guardian(s) must complete a separate form for each child.
3. Each student and his or her parent(s)/guardian(s) must submit a new form annually.

Procedures for Students Requesting to Attend a Non-Designated Public High School

1. Students must submit a Non-Designated Public High School form to the Superintendent's office no later than December 1st of the year preceding high school attendance, identifying the name and grade of the student and the name of the non-designated public high school the student would like to attend.
2. Students must submit to the Union Superintendent a letter from the Superintendent of the requested non-designated public high school program, confirming acceptance of the child, stating all applicable tuition costs for such child, and confirming that the school is a public high school or endowed academy approved by the State Board of Education for the provision of public education to high school students. This letter must be submitted to the Union Superintendent by December 30th of the year preceding attendance at the non-designated high school.
3. Separate Non-Designated Public High School forms and letters regarding acceptance, tuition, and high school status must be submitted for each child. These forms shall be submitted annually.
4. The student and his or her parent(s)/guardian(s) must arrange an appointment with the high school guidance counselor to register the student.
5. If a student chooses to attend a non-designated public high school, other than a technical and career high school, the student's parent(s)/guardian(s) must acknowledge and agree, in writing, that this choice is voluntary and that the parent(s)/guardian(s) will be responsible for providing transportation for their child and any additional costs beyond the E.O. Smith regular education tuition rate. If transportation is already provided in a given school, students may be permitted to utilize that transportation at no additional charge.

In addition, the parent/guardian acknowledges that the Board's payment to such non-designated high school programs may be limited (subject to budgetary funds) to the

amount that the Board pays for regular education tuition to designated high school(s). The Board shall not be responsible for any programs(s) or services(s) which result in an annual expenditure that exceeds such tuition fee payment to such non-designated high school programs. The Board shall not be responsible for any additional costs that these non-designated high school programs may charge for additional services (including but not limited to extra-curricular activities, special education and related services, Section 504 accommodations). The Board may require the execution of placement agreements as a condition for providing any funding of tuition for any non-designated high school programs.

ADOPTED: February 19, 2025, REVISED February 26, 2025 REVISED April 9, 2025

APPENDIX A-Request to Attend Designated Public High School

My child, _____, would like to attend _____ as
Student Name Name of Designated Public High School

a _____th grader during the 20____ - 20____ school year (student birth date _____ / _____ / _____).
MM / DD / YYYY

Student Mailing Address: _____

Student Street Address (if different): _____

First Parent/Guardian:

Parent/Guardian Name: _____

Parent/Guardian Mailing Address: _____

Parent/Guardian Street Address (if different): _____

Parent/Guardian Telephone: Home: (____) _____ Work: (____) _____ Cell: (____) _____

Parent/Guardian Email Address: _____@_____

Second Parent/Guardian (if applicable):

Parent/Guardian Name: _____

Parent/Guardian Mailing and/or Street Address: _____

Parent/Guardian Telephone: Home: (____) _____ Work: (____) _____ Cell: (____) _____

Parent/Guardian Email Address: _____@_____

I have read and understand the Union Board of Education Policy and Administrative Regulations for Designated and Non-Designated Public High Schools and I agree to their terms. I understand that the decision as to whether to grant this request for attendance at a designated high school is based on availability and shall be final. I also acknowledge that transfer requests shall not be permitted mid-year and are subject to limitations set forth in the Administrative Regulations described above. I also understand that the Union Board of Education is not responsible for providing or paying for transportation to and from the non-designated public high school (other than a technical and career high school), and providing transportation is entirely my responsibility, and that the payments for tuition by the Board may be subject to limitations set forth in Board Policy # 6172.13, in accordance with the law, along with the execution of agreements with the Board governing the same.

First Parent/Guardian Signature Date

Second Parent/Guardian Signature (if applicable) Date

APPENDIX B-Request to Attend Non-Designated Public High School

My child, _____, would like to attend _____ as
Student Name Non-Designated Public High School

a _____th grader during the 20____ - 20____ school year (student birth date _____ / _____ / _____).
MM / DD / YYYY

Student Mailing Address: _____

Student Street Address (if different): _____

First Parent/Guardian:

Parent/Guardian Name: _____

Parent/Guardian Mailing Address: _____

Parent/Guardian Street Address (if different): _____

Parent/Guardian Telephone: Home: (____) _____ Work: (____) _____ Cell: (____) _____

Parent/Guardian Email Address: _____ @ _____

Second Parent/Guardian (if applicable):

Parent/Guardian Name: _____

Parent/Guardian Mailing Address: _____

Parent/Guardian Street Address (if different): _____

Parent/Guardian Telephone: Home: (____) _____ Work: (____) _____ Cell: (____) _____

Parent/Guardian Email Address: _____ @ _____

I have read and understand the Union Board of Education Policy and Administrative Regulations for Designated and Non-Designated Public High Schools and I agree to their terms. I also understand and agree that the request to attend a non-public high school is completely voluntary. I understand that, the Union Board of Education is not responsible for providing or paying for transportation to and from the non-designated public high school (other than a technical and career high school), and providing transportation is entirely my responsibility, and that the payments for tuition by the Board may be subject to limitations set forth in Board Policy # 6172.13 in accordance with the law, along with the execution of agreements with the Board governing the same. If transportation is already provided to a given school, students may be permitted to utilize that transportation at no additional charge.

First Parent/Guardian Signature

Date

Second Parent/Guardian Signature (if applicable)

Date

APPROVED BY: _____
Superintendent, Union School District

Date

Union School District
26-27 School Year

NON-DESIGNATED HIGH SCHOOL ATTENDANCE WITH TUITION AGREEMENT

I, _____ (full name of parent/guardian), as the parent or legal guardian of _____ (full name of student/child), and the Union Public School District ("Union") hereby acknowledge, understand and agree as follows.

1. I hereby wish that my child, who is a student and who is eligible to attend E.O. Smith High School, which is the designated high school selected by Union, instead attend the _____ [name of non-designated high school] for the 26-27 school year. I have made this selection even though 1) this option I have chosen is a non-designated high school, 2) Union is only guaranteed to pay on behalf of my child an amount equal to the E.O. Smith High School current regular education tuition rate, and 3) as such, I shall be responsible for the payment of tuition and costs above and beyond the E.O. High School current regular education tuition rate. For the 2026-2027 school year, the E.O. High School tuition amount shall be \$15,347.66. Such payments shall be due on a quarterly basis as follows: August 1st, October 1st, January 1st, April 1st.
2. Attendance and enrollment by my child at the _____ [name of non-designated high school] for the 26-27 school year is at Union's discretion, and is subject to the terms imposed by Union policies, including but not limited to those applicable provisions of Board Policy 6172.13, which are incorporated herein.
3. The parties acknowledge that transportation to this non-designated high school shall not be provided (or paid for) by Union; it is the parents' responsibility to arrange for and provide such transportation (whether it be provided by parents themselves or any other entity). If transportation is already provided to a given school, students may be permitted to utilize that transportation at no additional charge.
4. Should a student such as my child who attends a non-designated high school require programs(s) or services(s) which result in an annual expenditure that exceeds the above tuition fee, I as parent shall be financially responsible for those program(s) and services(s) that result in such an annual additional expenditure. As such, Union will not be responsible for the additional costs of, among other things, any extracurricular activities or special education or related services or accommodations/modifications for my child, unless required by law.
5. In light of the above, I am responsible for any amount up to the full difference in cost between the E.O. Smith regular tuition rate and the sum of 1) _____ [name of non-designated high school] regular education tuition rate and 2) any additional costs for a placement at such schools. My failure to pay for any such additional expenditures or costs for a non-designated

high school program may lead to the termination of Union's payment in support of a placement at such a program, and may lead to the disenrollment of my child from said non-designated high school program.

6. The enrollment of my child at _____ [name of non-designated high school] is for the 26-27 school year only. In addition to 1) the obligation to pay for such additional costs, as set forth in this Agreement, and 2) the obligation to comply with all relevant Union policies (including Policy 6172.13), attendance by my child at _____ [name of non-designated high school] is subject to those policies at said non-designated high school.
7. This Agreement constitutes the full agreement and understanding of the Parties. The Parties both acknowledge and agree that they have read this Agreement in its entirety, understand all of its terms and conditions and obligations that they are assuming, knowingly and voluntarily assent to all the terms and conditions contained herein, and are entering into this Agreement knowingly and willingly. This Agreement cannot be modified or amended except by means of a written document executed by the parties to this Agreement.
8. The parties represent and agree that this Agreement shall be interpreted in accordance with the laws of the State of Connecticut. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining part, terms, or provisions shall not be affected thereby and the said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.

UNION PUBLIC
SCHOOL DISTRICT

As Parent/Guardian

By _____
Steven Jackopsic
Its Superintendent

Date

Date

From: "David Ryan" <david.ryan@ryan-ryan.net>
To: "McKeon, Mike" <Mike.McKeon@ct.gov>
Cc: "Lawrence Filippelli, Ed.D." <lfilippelli@woodstockacademy.org>, Julie Woodland <jwoodland@woodstockacademy.org>, Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: RE: Hello and Legal Question THE WOODSTOCK ACADEMY AND UNION BOARD OF EDUCATION
Date: Wed, 1 Jul 2026 09:38:21 +0000

Importance: Normal

Inline-Images: image007.png; image008.jpg; image009.jpg; image012.jpg; image013.png; image014.png; image015.png; image016.png; image017.png; image018.png; image019.png; image020.png; image021.png; image001.jpg

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Mike,

I hope you are doing well.

We represent The Woodstock Academy ("The Academy") in this and other legal matters. Can you give me a call to discuss the position taken by the Union Board of Education relative to The Academy? Please let us know if you need any additional information.

Thanks Mike.

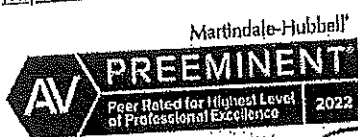
Dave

DAVID A. RYAN, JR.

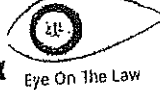
The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794 F | 203.785.1547 M | 860.460.7139 E | david.ryan@ryan-ryan.net

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From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Sunday, May 17, 2026 10:01 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>

Cc: David Ryan <david.ryan@ryan-ryan.net>; Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Hello and Legal Question

Hi, Mike

Thank you again for taking a look at this for us. Our attorney is David Ryan. The attorney for Union is Mark J. Sommaruga. I have attached the letter Dave Ryan sent to Union as well as the response from Attorney Sommaruga for Union.

We have had no further contact regarding this situation. At some point when I first came on, there was a scheduled date and time for me to attend the Union School Board meeting on April 22, 2026. This was scheduled well before this issue came up. It was likely scheduled in August or September, 2025. I reached out to Superintendent Jacopsic and CCd his Board chair to ask if they still wanted me to come to the meeting on 4/22. They emailed me back and indicated there was nothing on their agenda that I needed to speak to. I thanked them and let it go. A quick check on their website shows the 4/22/26 meeting was canceled.

Thank you and let me know if you need anything else.

Take care,
Larry

Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928-6575 ext. 1111



From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Friday, May 15, 2026 1:17 PM
To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Subject: RE: Hello and Legal Question

This message originated from outside of The Woodstock Academy. Please be careful when responding, clicking links, or opening attached documents.

Hey, Larry. Good afternoon. I was working on an appellate court brief most of yesterday, but I had the chance earlier today to review your e-mail in detail as well as the contract with the Union Board of Education. I am very surprised by Union's position as I believe it is contrary to state statutes. You mentioned that when Woodstock's legal counsel reached out to Union's, the latter apparently represented that there was nothing wrong with Union charging parents with surplus tuition. Would you happen to know who that attorney is, and could you also tell me who is representing Woodstock? This would help the CSDE's outreach.

In the interim, we will discuss further internally, and then I will follow up. Thank you and have a great weekend!

Mike



Michael P. McKeon
Director of Legal and Governmental Affairs

Connecticut State Department of Education
450 Columbus Boulevard
Hartford, CT 06103
Office: 860-713-6517
Mike.McKeon@ct.gov



From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Thursday, May 14, 2026 12:02 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>; Christine Swenson (External) <cjswenson3674@gmail.com>
Subject: Hello and Legal Question

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Hi Mike,

This is Larry Filippelli, the new Head of School at Woodstock Academy. I had previously reached out to you on LinkedIn. Thank you for giving me your email. I appreciate it.

I am writing regarding a matter that I believe warrants review by legal counsel at the Commissioner's Office.

This past fall, I was contacted by two parents from the Union school district who asked whether Woodstock Academy offered scholarships. Curious as to why they were asking, I spoke with them directly. They informed me that Union is charging parents the difference between the tuition rate negotiated with E.O. Smith High School and the tuition charged by The Woodstock Academy.

My understanding is that this practice is based on a policy adopted by the Union Board of Education on April 9, 2025 — just two weeks after Union signed its tuition agreement with Woodstock Academy on March 25, 2025. Both of these events occurred prior to my arrival at Woodstock Academy.

I believe the parents may have already contacted the Commissioner's Office and were told, paraphrasing, that "Union can decide where it wishes to send students." However, I do not believe the issue was framed correctly.

My concern is not whether Union can designate schools, but whether it is appropriate for the district to require parents to personally pay the difference between the tuition amount Union is willing to contribute and Woodstock Academy's tuition rate. In effect, families who cannot afford the additional

cost are excluded from choosing Woodstock Academy, despite paying taxes to the district. Those families are effectively forced to choose E.O. Smith or pay out of pocket.

Technically, Union may argue that it is satisfying its contractual obligation to Woodstock Academy because the tuition balance is ultimately being paid. However, a portion of that payment is being shifted directly onto parents through this "delta" charge. In my opinion, this creates a de facto voucher-style system, which Connecticut does not authorize, and disproportionately impacts families who do not have the financial means to absorb the additional tuition cost.

Quite frankly, I do not believe this is equitable or appropriate public policy and borders the line of discriminatory practices. Taxpaying families in Union should be able to choose the high school they wish their children to attend without prejudice or additional financial burden.

As you can imagine, I first attempted to address this matter at the local level. I encouraged the parents to speak directly with Superintendent Jacopsic and the Union Board of Education, but those efforts were unsuccessful.

Accordingly, I would like this email to serve as formal notice of a complaint against the Superintendent and the Union Board of Education. I would also appreciate the opportunity to discuss this matter with you directly and request that legal counsel at the Commissioner's Office review the situation.

For additional context, our attorney has already sent correspondence to Union's attorney. Predictably, their position is that the policy is permissible because the Board formally adopted it shortly after executing the tuition agreement with Woodstock Academy.

I have attached the Woodstock Academy/Union agreement for your review.

Would you be available to schedule a time to discuss this matter further? Thank you very much for your time and consideration.

Sincerely,

Larry Filippelli

Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



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original message. If you are the intended recipient but do not wish to receive communications through this medium, please so advise the sender immediately.

From: "McKeon, Mike" <Mike.McKeon@ct.gov>

To: "Filippelli" <lfilippelli@woodstockacademy.org>

Cc: "Julie Woodland" <jwoodland@woodstockacademy.org>, "David Ryan" <david.ryan@ryan-ryan.net>

Subject: RE: Union Enrollment and Payment Document

Date: Wed, 22 Jul 2026 21:24:42 -0000

Importance: Normal

Attachments: WAAgreement.3.3.25_(2)_(1).pdf

Inline-Images: image001.png; image002.png; image003.png; image004.png; image005.png; image006.png

Lawrence:

Good afternoon. I hope that all is well and that you have not fallen out of your chair having heard from me after such a long spell. Unfortunately, the flow of work at the CSDE never abates, with one exigent situation after another popping up, but I have been able to circle back to this issue and have spent part of today reviewing all of the documents you have sent me. I have a question regarding the attached March 3, 2025, agreement between Woodstock Academy and the Union Board of Education. You will see on the third page that Union's Board Chair and Superintendent signed, but there are no signatures from Woodstock's end. Did, in fact, Woodstock sign the agreement and, if so, could you send me that copy? Thank you for your patience. Take care!

Mike



Michael P. McKeon
Director of Legal and Governmental Affairs

Connecticut State Department of Education
450 Columbus Boulevard
Hartford, CT 06103
Office: 860-713-6517
Mike.McKeon@ct.gov



From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>

Sent: Thursday, June 18, 2026 1:35 PM

To: McKeon, Mike <Mike.McKeon@ct.gov>

Cc: Julie Woodland <jwoodland@woodstockacademy.org>; David Ryan <david.ryan@ryan-ryan.net>

Subject: Re: Union Enrollment and Payment Document

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Hi, Michael

I am putting this at the top of your inbox because I never got a response from my 6/12 message to you regarding the complaint with the Union school district. In one of our last correspondences, you indicated that your department was reviewing and would get back to me. As we near the end of June, I wanted to circle back with you and see if your department has reached a decision or guidance on the matter.

Thank you again and have a good weekend.

Best,

Larry



Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Friday, June 12, 2026 1:54 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Union Enrollment and Payment Document

Hi, Mike

Happy Friday. Just checking in on the progress of this? End of year wrap up is always a tight time. I appreciate any news you have to tell me on the matter.

Have a great weekend.

Best,

Larry



Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Wednesday, June 3, 2026 2:08 PM

To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Union Enrollment and Payment Document

Hi, Mike

Thank you. I totally get it. This time of year is especially busy. Thank you for the follow up.
Talk soon and take care.

Best,
Larry



Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Wednesday, June 3, 2026 11:32 AM
To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: RE: Union Enrollment and Payment Document

This message originated from outside of The Woodstock Academy. Please be careful when responding, clicking links, or opening attached documents.

Hey, Larry, I apologize for the delay in responding. I have not forgotten this issue and have it on the docket for later this week as since our previous colloquy a number of exigent matters have arisen (in other words, business as usual – lol). Thank you for your patience.

Mike



Michael P. McKeon
Director of Legal and Governmental Affairs

Connecticut State Department of Education
450 Columbus Boulevard
Hartford, CT 06103
Office: 860-713-6517
Mike.McKeon@ct.gov



From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Monday, June 1, 2026 9:17 AM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Union Enrollment and Payment Document

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Good morning, Mike

Happy Monday! I just wanted to check in with you on the progress of the decision with Union. Do you need any further information, etc.? I hadn't heard from you in a bit, and I just wanted to check in. Thank you again for your help.

Sincerely,
Larry

Lawrence Filippelli, Ed.D.
Head of School



The Woodstock Academy
57 Academy Road
Woodstock, CT 06281
(860) 928 6575 ext. 1111



From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Wednesday, May 20, 2026 2:38 PM
To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>

Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: RE: Union Enrollment and Payment Document

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Will do. Thank you!



Michael P. McKeon
Director of Legal and Governmental Affairs

Connecticut State Department of Education
450 Columbus Boulevard
Hartford, CT 06103
Office: 860-713-6517
Mike.McKeon@ct.gov



From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Wednesday, May 20, 2026 1:03 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Union Enrollment and Payment Document

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Hi, Mike

Sorry I didn't include this attachment in my earlier emails. Attached you will find Union's Enrollment and Payment document that is given to parents if they decide to attend The Academy and not Union's designated school. This is an interesting document because, by contract, I believe The Woodstock Academy is a designated school. Please add to your files as you review this case.

Talk soon and thank you.

Best,
Larry

Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



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From: "David Ryan" <david.ryan@ryan-ryan.net>
To: Mike McKeon <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>, Ifilippelli
<ifilippelli@woodstockacademy.org>, Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document
Date: Fri, 24 Jul 2026 09:25:07 +0000

Importance: Normal

Attachments: image013.png; image015.png; image016.png

Inline-Images: image007.png; image008.jpg; image009.jpg; image011.jpg; image012.png; image014.png;
image017.png; image018.png; image019.png; image020.png; image001.jpg

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The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794F | 203.785.1547M | 860.460.7139B | david.ryan@ryan-ryan.net

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On Jul 23, 2026, at 8:30 PM, McKeon, Mike Mike.McKeon@ct.gov wrote:

Save:

Absolutely. Thursday works better. I am wide open, meeting-wise, from 10:00 on. Just let me know what time works at your end. Thanks and have a good night.

Mike

Get Outlook for IOS

From: David Ryan <david.ryan@ryan-ryan.net>
Sent: Thursday, 23 July 2026 18:07:58
To: McKeon, Mike <Mike.McKeon@ct.gov>; Julie Woodland <jwoodland@woodstockacademy.org>
Cc: Ifilippelli <Ifilippelli@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: RE: Union Enrollment and Payment Document

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Mike,

Do you have any time Tuesday afternoon or Thursday next week to talk?

Thanks.

Dave

DAVID A. RYAN, JR.
The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794 F | 203.785.1547 M | 860.460.7139 E | david.ryan@ryan-ryan.net

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From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Thursday, July 23, 2026 11:02 AM
To: Julie Woodland <jwoodland@woodstockacademy.org>
Cc: Ifilippelli <Ifilippelli@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>; David Ryan <david.ryan@ryan-ryan.net>
Subject: RE: Union Enrollment and Payment Document

Julie, thank you so much for sending this! It is very helpful.

Mike

<image015.png>

From: Julie Woodland <jwoodland@woodstockacademy.org>
Sent: Thursday, July 23, 2026 10:10 AM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Ifilippelli <Ifilippelli@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>; David Ryan <david.ryan@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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Good morning,

I have attached the signed contract for your records.

Please let me know if you need anything else.

Thanks,
Julie

Julie Woodland
She/Her/Hers
Executive Assistant to the Head of
School & BOT
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281
(860) 928-6575 ext. 1111
<image018.png>

image016.png image017.png

<image019.png>

<image020.png>

From: McKeon, Mike <Mike.McKeon@ct.gov>
Date: Thursday, July 23, 2026 at 6:01 AM
To: David Ryan <david.ryan@ryan-ryan.net>
Cc: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>, Julie Woodland <jwoodland@woodstockacademy.org>, Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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Thanks, Dave. Again, thank you for your patience.

Mike

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From: David Ryan <david.ryan@ryan-ryan.net>

Sent: Thursday, 23 July 2026 05:27:34

To: McKeon, Mike <Mike.McKeon@ct.gov>

Cc: Ifilippelli <Ifilippelli@woodstockacademy.org>; Julie Woodland <jwoodland@woodstockacademy.org>; Thomas

Lepore <thomas.lepore@ryan-ryan.net>

Subject: Re: Union Enrollment and Payment Document

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Thanks Mike. We will get on this today.

Dave.

DAVID A. RYAN, JR.

The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794F | 203.785.1547M | 860.460.7139E | david.ryan@ryan-ryan.net

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On Jul 22, 2026, at 5:25 PM, McKeon, Mike <Mike.McKeon@ct.gov> wrote:

Lawrence:

Good afternoon. I hope that all is well and that you have not fallen out of your chair having heard from me after such a long spell. Unfortunately, the flow of work at the CSDE never abates, with one exigent situation after another popping up, but I have been able to circle back to this issue and have spent part of today reviewing all of the documents you have sent me. I have a question regarding the attached March 3, 2025, agreement between Woodstock Academy and the Union Board of Education. You will see on the third page that Union's Board Chair and Superintendent signed, but there are no signatures from Woodstock's end. Did, in fact, Woodstock sign the agreement and, if so, could you send me that copy? Thank you for your patience. Take care!

Mike

<image001.png>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>

Sent: Thursday, June 18, 2026 1:35 PM

To: McKeon, Mike <Mike.McKeon@ct.gov>

Cc: Julie Woodland <jwoodland@woodstockacademy.org>; David Ryan <david.ryan@ryan-ryan.net>

Subject: Re: Union Enrollment and Payment Document

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Hi, Michael

I am putting this at the top of your inbox because I never got a response from my 6/12 message to you regarding the complaint with the Union school district. In one of our last correspondences, you indicated that your department was reviewing and would get back to me. As we near the end of June, I wanted to circle back with you and see if your department has reached a decision or guidance on the matter.

Thank you again and have a good weekend.

Best,

Larry

Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

<image002.png> <image003.png> (860) 928-6575 ext. 1111

<image004.png>

<image005.png>

<image006.png>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>

Sent: Friday, June 12, 2026 1:54 PM

To: McKeon, Mike <Mike.McKeon@ct.gov>

Cc: Julie Woodland <jwoodland@woodstockacademy.org>

Subject: Re: Union Enrollment and Payment Document

Hi, Mike

Happy Friday. Just checking in on the progress of this? End of year wrap up is always a tight time. I appreciate any news you have to tell me on the matter.

Have a great weekend.

Best,

Larry

<image002.png>

Lawrence Filippelli, Ed.D.

<image003.png> Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111

<image004.png>

<image005.png>

<image006.png>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Wednesday, June 3, 2026 2:08 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Union Enrollment and Payment Document

Hi, Mike

Thank you. I totally get it. This time of year is especially busy. Thank you for the follow up.
Talk soon and take care.

Best,
Larry

Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281

<image002.png> <image003.png> (860) 928-6575 ext. 1111
<image004.png>

<image005.png>

<image006.png>

From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Wednesday, June 3, 2026 11:32 AM
To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: RE: Union Enrollment and Payment Document

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Hey, Larry, I apologize for the delay in responding. I have not forgotten this issue and have it on the docket for later this week as since our previous colloquy a number of exigent matters have arisen (in other words, business as usual – lol). Thank you for your patience.

Mike

<image001.png>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Monday, June 1, 2026 9:17 AM
To: McKeon, Mike <Mike.McKeon@ct.gov>

Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Union Enrollment and Payment Document

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Good morning, Mike

Happy Monday! I just wanted to check in with you on the progress of the decision with Union. Do you need any further information, etc.? I hadn't heard from you in a bit, and I just wanted to check in.

Thank you again for your help.

Sincerely,
Larry

Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281

<image002.png> <image003.png> (860) 928 6575 ext. 1111
<image004.png>

<image005.png>

<image006.png>

From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Wednesday, May 20, 2026 2:38 PM
To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: RE: Union Enrollment and Payment Document

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Will do. Thank you!

<image001.png>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Wednesday, May 20, 2026 1:03 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Union Enrollment and Payment Document

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Hi, Mike

Sorry I didn't include this attachment in my earlier emails. Attached you will find Union's Enrollment and Payment document that is given to parents if they decide to attend The Academy and not

Union's designated school. This is an interesting document because, by contract, I believe The Woodstock Academy is a designated school. Please add to your files as you review this case. Talk soon and thank you.

Best,
Larry

Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281

<image002.png> <image003.png> (860) 928 6575 ext. 1111
<image004.png>

<image005.png>

<image006.png>

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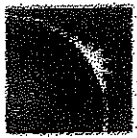
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<WAAgreement.3.3.25 (2) (1).pdf>

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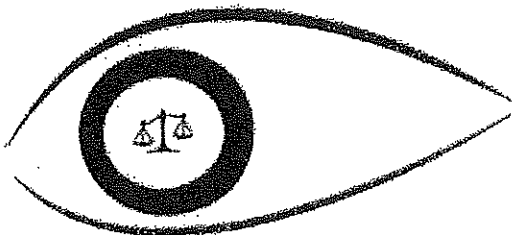
Super Lawyers



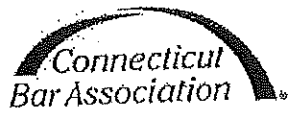
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THE WORLD'S PREMIER GUIDE



Eye On The Law



From: "David Ryan" <david.ryan@ryan-ryan.net>
To: Lawrence Filippelli Ed.D. <lfilippelli@woodstockacademy.org>
Cc: Mike McKeon <Mike.McKeon@ct.gov>, Julie Woodland
<jwoodland@woodstockacademy.org>, Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document
Date: Fri, 24 Jul 2026 12:09:50 +0000

Importance: Normal

Attachments: aefaa4a3-aa3d-47b2-a407-a13f75afca30

Inline-Images: 3c4be19a-b067-4ce6-bac7-64c6b1abc33f; 17f2aa2b-0911-46d3-ac14-5d2fd6c87e23;
682aca5e-2998-47e4-b424-2eb96ee1db51; f59ab807-66dc-451f-992a-cf5497ef79c0

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I'll be driving. Let's just connect by cell. Thanks

DAVID A. RYAN, JR.
The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794F | 203.785.1547M | 860.460.7139E | david.ryan@ryan-ryan.net

<https://www.workplacelawyer.com/>



From: "David Ryan" <david.ryan@ryan-ryan.net>
To: "Lawrence Filippelli, Ed.D." <lfilippelli@woodstockacademy.org>
Cc: Mike McKeon <Mike.McKeon@ct.gov>, Julie Woodland <jwoodland@woodstockacademy.org>, Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: RE: Union Enrollment and Payment Document
Date: Fri, 24 Jul 2026 12:44:15 +0000

Importance: Normal

Inline-Images: image001.png; image002.jpg; image003.jpg; image005.jpg; image006.png; image007.png; image008.png; image009.png; image010.png; image011.png; image012.png; image013.png; image014.jpg

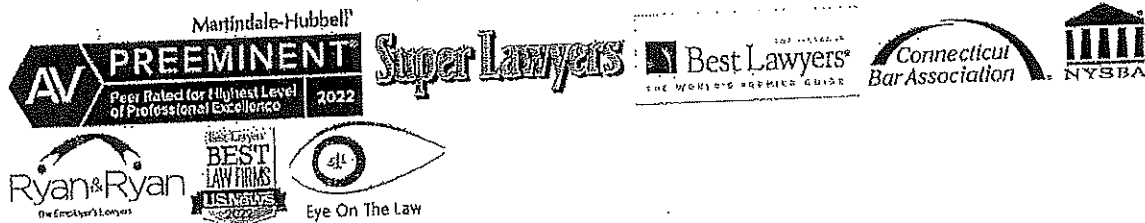
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OK Will do

DAVID A. RYAN, JR.
The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794 F | 203.785.1547 M | 860.460.7139 E | david.ryan@ryan-ryan.net

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From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Friday, July 24, 2026 8:36 AM
To: David Ryan <david.ryan@ryan-ryan.net>
Cc: Mike McKeon <Mike.McKeon@ct.gov>; Julie Woodland <jwoodland@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

Dave,
If you and Mike want to make the call, you can just fill me in when done.
Thanks,
Larry



Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281
(860) 928-6575 ext. 1111



From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Friday, 24 July 2026 08:22:13
To: David Ryan <david.ryan@ryan-ryan.net>
Cc: Mike McKeon <Mike.McKeon@ct.gov>; Julie Woodland <jwoodland@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

I'd rather have a teams meeting. Is there another time that works? I am available all day on Thursday.
Thanks,
Larry



Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281
(860) 928-6575 ext. 1111



From: David Ryan <david.ryan@ryan-ryan.net>
Sent: Friday, 24 July 2026 08:09:50
To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Cc: Mike McKeon <Mike.McKeon@ct.gov>; Julie Woodland <jwoodland@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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I'll be driving. Let's just connect by cell. Thanks

DAVID A. RYAN, JR.
The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794F | 203.785.1547M | 860.460.7139E | david.ryan@ryan-ryan.net

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On Jul 24, 2026, at 6:34 AM, Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org> wrote:

Gents,
Thank you for the meeting. I am available at 10 AM next Thursday. Teams would be great.
Best,
Larry

Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928-6575 ext. 1111

<[aefaa4a3-aa3d-47b2-a407-a13f75afca30](#)> <[3c4be19a-b067-4ce6-bac7-64c6b1abc33f](#)> <[17f2aa2b-0911-46d3-ac14-5d2fd6c87e23](#)> <[682aca5e-2998-47e4-b424-2eb96ee1db51](#)> <[f59ab807-66dc-451f-992a-cf5497ef79c0](#)>

From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Friday, 24 July 2026 06:27:41
To: David Ryan <david.ryan@ryan-ryan.net>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>; Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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Perfect. Would you like to do TEAMS or telephone? Thanks!

Mike

Get Outlook for iOS

From: David Ryan <david.ryan@ryan-ryan.net>
Sent: Friday, 24 July 2026 05:25:07
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>; lfilippelli <lfilippelli@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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10 30?

DAVID A. RYAN, JR.
The Employer's Lawyers

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O | 203.752.9794F | 203.785.1547M | 860.460.7139E | david.ryan@ryan-ryan.net

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On Jul 23, 2026, at 8:30 PM, McKeon, Mike <Mike.McKeon@ct.gov> wrote:

Save:

Absolutely. Thursday works better. I am wide open, meeting-wise, from 10:00 on. Just let me know what time works at your end. Thanks and have a good night.

Mike

Get Outlook for iOS

From: David Ryan <david.ryan@ryan-ryan.net>
Sent: Thursday, 23 July 2026 18:07:58
To: McKeon, Mike <Mike.McKeon@ct.gov>; Julie Woodland <jwoodland@woodstockacademy.org>
Cc: Iffippelli <iffippelli@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: RE: Union Enrollment and Payment Document

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Mike,

Do you have any time Tuesday afternoon or Thursday next week to talk?

Thanks.

Dave

DAVID A. RYAN, JR.

The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794 F | 203.785.1547 M | 860.460.7139 E | david.ryan@ryan-ryan.net

<https://www.workplacelawyer.com/>

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From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Thursday, July 23, 2026 11:02 AM
To: Julie Woodland <jwoodland@woodstockacademy.org>
Cc: Ifilippelli <Ifilippelli@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>; David Ryan <david.ryan@ryan-ryan.net>
Subject: RE: Union Enrollment and Payment Document

Julie, thank you so much for sending this! It is very helpful.

Mike

<image015.png>

From: Julie Woodland <jwoodland@woodstockacademy.org>
Sent: Thursday, July 23, 2026 10:10 AM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Ifilippelli <Ifilippelli@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>; David Ryan <david.ryan@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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Good morning,

I have attached the signed contract for your records.

Please let me know if you need anything else.

Thanks,
Julie

Julie Woodland
She/Her/Hers
Executive Assistant to the Head of
School & BOT
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281
(860) 928-6575 ext. 1111
<image018.png>

<image016.png> <image017.png>

<image019.png>

<image020.png>

From: McKeon, Mike <Mike.McKeon@ct.gov>
Date: Thursday, July 23, 2026 at 6:01 AM
To: David Ryan <david.ryan@ryan-ryan.net>
Cc: Lawrence Filippelli, Ed.D. <Ifilippelli@woodstockacademy.org>, Julie Woodland

<jwoodland@woodstockacademy.org>, Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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Thanks, Dave. Again, thank you for your patience.

Mike

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From: David Ryan <david.ryan@ryan-ryan.net>
Sent: Thursday, 23 July 2026 05:27:34
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Ifilippelli <Ifilippelli@woodstockacademy.org>; Julie Woodland <jwoodland@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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Thanks Mike. We will get on this today.

Dave.

DAVID A. RYAN, JR.
The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794F | 203.785.1547M | 860.460.7139E | david.ryan@ryan-ryan.net

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On Jul 22, 2026, at 5:25 PM, McKeon, Mike <Mike.McKeon@ct.gov> wrote:

Lawrence:

Good afternoon. I hope that all is well and that you have not fallen out of your chair having heard from me after such a long spell. Unfortunately, the flow of work at the CSDE never abates, with one exigent situation after another popping up, but I have been able to circle back to this issue and have spent part of today reviewing all of the documents you have sent me. I have a question regarding the attached March 3, 2025, agreement between Woodstock Academy and the Union Board of Education. You will see on the third page that Union's Board Chair and Superintendent signed, but there are no signatures from Woodstock's end. Did, in fact, Woodstock sign the agreement and, if so, could you send me that copy? Thank you for your patience. Take care!

Mike

<image001.png>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Thursday, June 18, 2026 1:35 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>; David Ryan <david.ryan@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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Hi, Michael

I am putting this at the top of your inbox because I never got a response from my 6/12 message to you regarding the complaint with the Union school district. In one of our last correspondences, you indicated that your department was reviewing and would get back to me. As we near the end of June, I wanted to circle back with you and see if your department has reached a decision or guidance on the matter.

Thank you again and have a good weekend.

Best,
Larry

Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281

<image002.png> <image003.png> (860) 928-6575 ext. 1111
<image004.png>

<image005.png>

<image006.png>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Friday, June 12, 2026 1:54 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Union Enrollment and Payment Document

Hi, Mike

Happy Friday. Just checking in on the progress of this? End of year wrap up is always a tight time. I appreciate any news you have to tell me on the matter.
Have a great weekend.
Best,
Larry

Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281

<image002.png> <image003.png> (860) 928-6575 ext. 1111
<image004.png>

<image005.png>

<image006.png>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Wednesday, June 3, 2026 2:08 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Union Enrollment and Payment Document

Hi, Mike

Thank you. I totally get it. This time of year is especially busy. Thank you for the follow up.
Talk soon and take care.
Best,
Larry

Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281

<image002.png> <image003.png> (860) 928-6575 ext. 1111
<image004.png>

<image005.png>

<image006.png>

From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Wednesday, June 3, 2026 11:32 AM
To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: RE: Union Enrollment and Payment Document

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Hey, Larry, I apologize for the delay in responding. I have not forgotten this issue and have it on the docket for later this week as since our previous colloquy a number of exigent matters have arisen (in other words, business as usual – lol). Thank you for your patience.

Mike

<image001.png>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Monday, June 1, 2026 9:17 AM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Union Enrollment and Payment Document

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Good morning, Mike

Happy Monday! I just wanted to check in with you on the progress of the decision with Union. Do you need any further information, etc.? I hadn't heard from you in a bit, and I just wanted to check in.

Thank you again for your help.

Sincerely,

Larry

Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281

<image002.png> <image003.png> (860) 928 6575 ext. 1111
<image004.png>

<image005.png>

<image006.png>

From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Wednesday, May 20, 2026 2:38 PM
To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: RE: Union Enrollment and Payment Document

This message originated from outside of The Woodstock Academy. Please be careful when responding, clicking links, or opening attached documents.

Will do. Thank you!

<image001.png>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Wednesday, May 20, 2026 1:03 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Union Enrollment and Payment Document

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Hi, Mike

Sorry I didn't include this attachment in my earlier emails. Attached you will find Union's Enrollment and Payment document that is given to parents if they decide to attend The Academy and not Union's designated school. This is an interesting document because, by contract, I believe The Woodstock Academy is a designated school. Please add to your files as you review this case.

Talk soon and thank you.

Best,
Larry

Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281

<image002.png> <image003.png> (860) 928-6575 ext. 1111
<image004.png>

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From: "McKeon, Mike" <Mike.McKeon@ct.gov>
To: "David Ryan" <david.ryan@ryan-ryan.net>
Subject: RE: Union Enrollment and Payment Document
Date: Fri, 24 Jul 2026 14:15:30 -0000
Importance: Normal
Inline-Images: ~WRD0003.jpg; image001.png

Makes sense. My State cell number is (860) 929-6218. Thanks and have a good weekend.

Mike



Michael P. McKeon
Director of Legal and Governmental Affairs

Connecticut State Department of Education
450 Columbus Boulevard
Hartford, CT 06103
Office: 860-713-6517
Mike.McKeon@ct.gov



From: David Ryan <david.ryan@ryan-ryan.net>
Sent: Friday, July 24, 2026 8:10 AM
To: Ifillipelli <Ifillipelli@woodstockacademy.org>
Cc: McKeon, Mike <Mike.McKeon@ct.gov>; Julie Woodland <jwoodland@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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I'll be driving. Let's just connect by cell. Thanks

DAVID A. RYAN, JR.
The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794F | 203.785.1547M | 860.460.7139E | david.ryan@ryan-ryan.net

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On Jul 24, 2026, at 6:34 AM, Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org> wrote:

Gents,
Thank you for the meeting. I am available at 10 AM next Thursday. Teams would be great.
Best,
Larry

<u><aefaa4a3-aa3d-47b2-a407-a13f75afca30></u>	<u><3c4be19a-b067-4ce6-bac7-64c6b1abc33f></u>	Lawrence Filippelli, Ed.D. Head of School The Woodstock Academy 57 Academy Road Woodstock, CT 06281 (860) 928-6575 ext. 1111 <u><17f2aa2b-0911-46d3-ac14-5d2fd6c87e23></u>
---	---	--

<682aca5e-2998-47e4-b424-2eb96ee1db51>

<f59ab807-66dc-451f-992a-ct5497ef79c0>

From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Friday, 24 July 2026 06:27:41
To: David Ryan <david.ryan@ryan-ryan.net>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>; Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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Perfect. Would you like to do TEAMS or telephone? Thanks!

Mike

Get Outlook for iOS

From: David Ryan <david.ryan@ryan-ryan.net>
Sent: Friday, 24 July 2026 05:25:07
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>; lfilippelli <lfilippelli@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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10 30?

DAVID A. RYAN, JR.
The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794F | 203.785.1547M | 860.460.7139E | david.ryan@ryan-ryan.net

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On Jul 23, 2026, at 8:30 PM, McKeon, Mike <Mike.McKeon@ct.gov> wrote:

Save:

Absolutely. Thursday works better. I am wide open, meeting-wise, from 10:00 on. Just let me know what time works at your end. Thanks and have a good night.

Mike

Get [Outlook for iOS](#)

From: David Ryan <david.ryan@ryan-ryan.net>

Sent: Thursday, 23 July 2026 18:07:58

To: McKeon, Mike <Mike.McKeon@ct.gov>; Julie Woodland <jwoodland@woodstockacademy.org>

Cc: Ifillipelli <lfillipelli@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>

Subject: RE: Union Enrollment and Payment Document

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Mike,

Do you have any time Tuesday afternoon or Thursday next week to talk?

Thanks.

Dave

DAVID A. RYAN, JR.

The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794 F | 203.785.1547 M | 860.460.7139 E | david.ryan@ryan-ryan.net

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From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Thursday, July 23, 2026 11:02 AM
To: Julie Woodland <jwoodland@woodstockacademy.org>
Cc: Ifilippelli <Ifilippelli@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>; David Ryan <david.ryan@ryan-ryan.net>
Subject: RE: Union Enrollment and Payment Document

Julie, thank you so much for sending this!. It is very helpful.

Mike

<image015.png>

From: Julie Woodland <jwoodland@woodstockacademy.org>
Sent: Thursday, July 23, 2026 10:10 AM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Ifilippelli <Ifilippelli@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>; David Ryan <david.ryan@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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Good morning,

I have attached the signed contract for your records.

Please let me know if you need anything else.

Thanks,
Julie

<image016.png>

<image017.png>

Julie Woodland
She/Her/Hers
Executive Assistant to the Head of
School & BOT
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281
(860) 928-6575 ext. 1111
<image018.png>

<image019.png>

<image020.png>

From: McKeon, Mike <Mike.McKeon@ct.gov>
Date: Thursday, July 23, 2026 at 6:01 AM
To: David Ryan <david.ryan@ryan-ryan.net>
Cc: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>, Julie Woodland <jwoodland@woodstockacademy.org>, Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

This message originated from outside of The Woodstock Academy. Please be careful when responding, clicking links, or opening attached documents.

Thanks, Dave. Again, thank you for your patience.

Mike

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From: David Ryan <david.ryan@ryan-ryan.net>
Sent: Thursday, 23 July 2026 05:27:34
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: lfilippelli <lfilippelli@woodstockacademy.org>; Julie Woodland <jwoodland@woodstockacademy.org>; Thomas Lepore <thomas.lepore@ryan-ryan.net>
Subject: Re: Union Enrollment and Payment Document

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Thanks Mike. We will get on this today.

Dave.

DAVID A. RYAN, JR.
The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794F | 203.785.1547M | 860.460.7139E | david.ryan@ryan-ryan.net

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On Jul 22, 2026, at 5:25 PM, McKeon, Mike <Mike.McKeon@ct.gov> wrote:

Lawrence:

Good afternoon. I hope that all is well and that you have not fallen out of your chair having heard from me after such a long spell. Unfortunately, the flow of work at the CSDE never abates, with one exigent situation after another popping up, but I have been able to circle back to this issue and have spent part of today reviewing all of the documents you have sent me. I have a question regarding the attached March 3, 2025, agreement between Woodstock Academy and the Union Board of Education. You will see on the third page that Union's Board Chair and Superintendent signed, but there are no signatures from Woodstock's end. Did, in fact, Woodstock sign the agreement and, if so, could you send me that copy? Thank you for your patience. Take care!

Mike

<image001.png>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>

Sent: Thursday, June 18, 2026 1:35 PM

To: McKeon, Mike <Mike.McKeon@ct.gov>

Cc: Julie Woodland <jwoodland@woodstockacademy.org>; David Ryan <david.ryan@ryan-ryan.net>

Subject: Re: Union Enrollment and Payment Document

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Hi, Michael

I am putting this at the top of your inbox because I never got a response from my 6/12 message to you regarding the complaint with the Union school district. In one of our last correspondences, you indicated that your department was reviewing and would get back to me. As we near the end of June, I wanted to circle back with you and see if your department has reached a decision or guidance on the matter.

Thank you again and have a good weekend.

Best,

Larry

Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928-6575 ext. 1111

<image002.png> <image003.png>

<image004.png>

<image005.png>

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From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Friday, June 12, 2026 1:54 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Union Enrollment and Payment Document

Hi, Mike

Happy Friday. Just checking in on the progress of this? End of year wrap up is always a tight time. I appreciate any news you have to tell me on the matter. .
Have a great weekend.

Best,
Larry

Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281

<[image002.png](#)> <[image003.png](#)> (860) 928-6575 ext. 1111
<[image004.png](#)>

<[image005.png](#)>

<[image006.png](#)>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Wednesday, June 3, 2026 2:08 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Union Enrollment and Payment Document

Hi, Mike

Thank you. I totally get it. This time of year is especially busy. Thank you for the follow up.
Talk soon and take care.

Best,
Larry

Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281

<[image002.png](#)> <[image003.png](#)> (860) 928-6575 ext. 1111
<[image004.png](#)>

<[image005.png](#)>

<[image006.png](#)>

From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Wednesday, June 3, 2026 11:32 AM
To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: RE: Union Enrollment and Payment Document

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Hey, Larry, I apologize for the delay in responding. I have not forgotten this issue and have it on the docket for later this week as since our previous colloquy a number of exigent matters have arisen (in other words, business as usual – lol). Thank you for your patience.

Mike

<image001.png>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Monday, June 1, 2026 9:17 AM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Union Enrollment and Payment Document

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Good morning, Mike

Happy Monday! I just wanted to check in with you on the progress of the decision with Union. Do you need any further information, etc.? I hadn't heard from you in a bit, and I just wanted to check in.

Thank you again for your help.

Sincerely,
Larry

Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281

<image002.png> <image003.png> (860) 928 6575 ext. 1111
<image004.png>

<image005.png>

<image006.png>

From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Wednesday, May 20, 2026 2:38 PM
To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: RE: Union Enrollment and Payment Document

This message originated from outside of The Woodstock Academy. Please be careful when responding, clicking links, or opening attached documents.

Will do. Thank you!

<image001.png>

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Wednesday, May 20, 2026 1:03 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Union Enrollment and Payment Document

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Hi, Mike

Sorry I didn't include this attachment in my earlier emails. Attached you will find Union's Enrollment and Payment document that is given to parents if they decide to attend The Academy and not Union's designated school. This is an interesting document because, by contract, I believe The Woodstock Academy is a designated school. Please add to your files as you review this case.

Talk soon and thank you.

Best,

Larry

Lawrence Filippelli, Ed.D.
Head of School
The Woodstock Academy
57 Academy Road
Woodstock, CT 06281

<image002.png> <image003.png> (860) 928 6575 ext. 1111

<image004.png>

<image005.png>

<image006.png>

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<WAAgreement.3.3.25 (2) (1).pdf>

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From: "Lawrence Filippelli, Ed.D." <lfilippelli@woodstockacademy.org>

To: "McKeon, Mike" <Mike.McKeon@ct.gov>

Subject: Re: Transportation request for the upcoming school for [REDACTED]

Date: Tue, 28 Jul 2026 19:39:11 +0000

Importance: Normal

Inline-Images: image001.png; image002.png; image003.png; image004.png; image005.png; image006.png; 12713795014596447177.png; 1285158043332867722.png; 2655729704655902620.png; 6259944787150409565.png; 14761131550344940292.png; af3f320f-7dd0-489e-99c2-1b18a5e9451f; 520351c2-d806-4f22-a15f-2f6839817e13; 51061ea4-6c06-4ef2-a4b3-f8b42e71ed46; cea31901-4274-4672-9c40-5527e6efc03d; 15bfb370-1053-4dab-9998-2a2fdcf97dc

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LoL! seriously though, much appreciated.

Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



From: McKeon, Mike <Mike.McKeon@ct.gov>

Sent: Tuesday, 28 July 2026 15:30:17

To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>; David Ryan <david.ryan@ryan-ryan.net>

Cc: Julie Woodland <jwoodland@woodstockacademy.org>

Subject: RE: Transportation request for the upcoming school for [REDACTED]

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Thanks, Larry. That's why they pay me the mediocre bucks (lol).



Michael P. McKeon
Director of Legal and Governmental Affairs

Connecticut State Department of Education
450 Columbus Boulevard
Hartford, CT 06103
Office: 860-713-6517
Mike.McKeon@ct.gov



From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Tuesday, July 28, 2026 3:25 PM
To: McKeon, Mike <Mike.McKeon@ct.gov>; David Ryan <david.ryan@ryan-ryan.net>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Transportation request for the upcoming school for [REDACTED]

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Mike,
Thank you so much for giving this your attention. I appreciate it. Dave can forward me the letter or you can send it directly to me as well. Again, thank you for this.
Best,
Larry

Lawrence Filippelli, Ed.D.
Head of School



The Woodstock Academy
57 Academy Road
Woodstock, CT 06281
(860) 928 6575 ext. 1111



From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Tuesday, July 28, 2026 9:21 AM
To: David Ryan <david.ryan@ryan-ryan.net>; Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Re: Transportation request for the upcoming school for [REDACTED]

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Lawrence :

Good morning, and thank you for forwarding this e-mail. I am in the middle of a letter to Union's attorney, setting forth the CSDE's concerns that Union's actions do not comport with the law and as such could impede the statutory right of students, which constitutes an educational interest of the State. It will be going out on Thursday. I will, of course, copy David on that correspondence. Thank you.

Mike

Get Outlook for iOS

From: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Sent: Tuesday, 28 July 2026 07:48:38
To: McKeon, Mike <Mike.McKeon@ct.gov>; David Ryan <david.ryan@ryan-ryan.net>
Cc: Julie Woodland <jwoodland@woodstockacademy.org>
Subject: Fw: Transportation request for the upcoming school for [REDACTED]

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Good morning, Mike and David

This is EXACTLY the problem with what is going on with Union. Please read below the message I received from a parent last night. No parent should have to move out of their town to another in order for their children to come to The Woodstock Academy because of the fiscal shenanigans that Union is trying to pull. What they are doing is discriminatory at its core, and something needs to be done forthwith. This email should give the two of you even more to talk about on your call on Thursday.

If you have any questions, please don't hesitate to reach out to me.

Best,
Larry

Lawrence Filippelli, Ed.D.

Head of School

The Woodstock Academy

57 Academy Road

Woodstock, CT 06281

(860) 928 6575 ext. 1111



From: [REDACTED] >
Sent: Monday, July 27, 2026 4:01 PM
To: Lawrence Filippelli, Ed.D. <lfilippelli@woodstockacademy.org>
Subject: Transportation request for the upcoming school for [REDACTED]

From: "David Ryan" <david.ryan@ryan-ryan.net>

To: "McKeon, Mike" <Mike.McKeon@ct.gov>

Subject: Re: Woodstock/Union

Date: Fri, 31 Jul 2026 15:37:06 +0000

Importance: Normal

Inline-Images: image005.png; image010.png; image011.jpg; image012.jpg; image013.jpg; image014.jpg; image015.png; image016.png; image017.png; image.png; image(1).png; image(2).png; image(3).png; image(4).png; image(5).png; image(6).png; image(7).png

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Mike,

Can we talk now?

I'm at 1-860-460-7139.

DAVID A. RYAN, JR.

The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510
O | 203.752.9794 F | 203.785.1547 M | 860.460.7139 E | david.ryan@ryan-ryan.net

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From: McKeon, Mike <Mike.McKeon@ct.gov>

Sent: Wednesday, July 29, 2026 5:40 PM

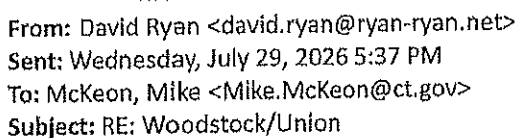
To: David Ryan <david.ryan@ryan-ryan.net>

Subject: RE: Woodstock/Union

Great! Thank you and have a good night.



Connecticut State Department of Education
450 Columbus Boulevard
Hartford, CT 06103
Office: 860-713-6517
Mike.Mckee@ct.gov

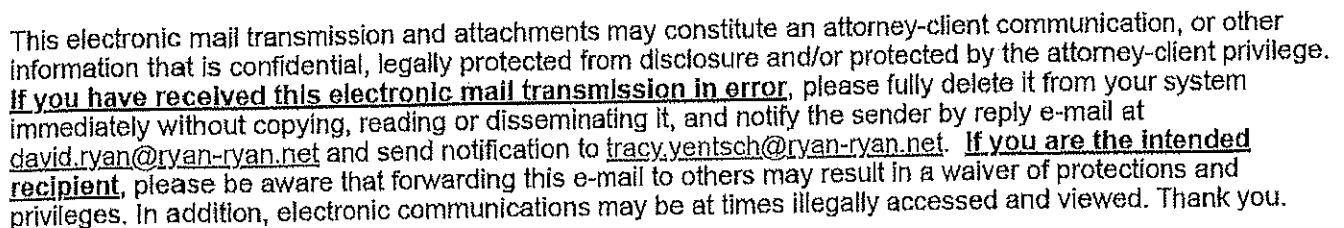


Yes - 10 30?

DAVID A. RYAN, JR.
The Employer's Lawyers

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From: McKeon, Mike <Mike.McKeon@ct.gov>
Sent: Wednesday, July 29, 2026 5:27 PM
To: David Ryan <david.ryan@ryan-ryan.net>
Subject: Woodstock/Union

David:

Good afternoon. Something has come up tomorrow. I have to accompany my wife to an appointment, so would it be possible to speak on Friday instead? It actually might be better as I am still looking to send the letter regarding Union/Woodstock tomorrow afternoon, when I am back at work. Sorry for the inconvenience. Thank you!

Mike



Michael P. McKeon
Director of Legal and Governmental Affairs

Connecticut State Department of Education
450 Columbus Boulevard
Hartford, CT 06103
Office: 860-713-6517
Mike.McKeon@ct.gov



March 17, 2026

SENT BY EMAIL AND OVERNIGHT MAIL

Mark Sommaruga (msommaruga@pullcom.com)

Union School Attorney

90 State House Square

Hartford, CT 06103-3702

RE: NOTICE OF BREACH OF CONTRACT BY THE UNION BOARD OF EDUCATION; NOTICE OF STATUTORY VIOLATIONS; BREACH OF THE IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING; POTENTIAL DISCRIMINATION ISSUES; AND NOTICE TO PRESERVE AND NOT DESTROY EVIDENCE – LITIGATION HOLD

Dear Attorney Sommaruga:

This firm represents The Woodstock Academy ("The Academy"). It has recently been brought to our attention that the Union Board of Education ("Union Board") has informed several parents of children eligible to attend The Academy that they would be required to pay the difference in the Edwin O. Smith High School ("EO Smith") tuition rate for the Union Board and The Academy's contractual tuition rate. Upon information and belief for the 2026-2027 school year, that amount is \$3,796.34.

Your client's decision to charge a reimbursement fee to Union parents who choose to send their students to The Academy within days of the signing a new contract agreement with The Academy is both disingenuous and disturbing; particularly since the decision affects young students. In addition, The Academy is unlawfully impacted by these deceptive practices. Specifically, the Union Board is in breach of its written contract agreement with The Academy Board of Trustees signed by you on March 3, 2025 ("Agreement"). The Union Board's actions violate Agreement section one, "ACADEMY DESIGNATION," , section two, "ACADEMY SERVICES," section five, "REGULAR EDUCATION TUITION PAYMENT," and possibly section six, "SPECIAL EDUCATION TUITION AND SERVICES."

In addition, the Union Board's decisions violate Conn. Gen. Stat. § 10-33 and § 10-34. Both of these statutes specifically contemplate and require payment by the Union Board for the attendance of Union children/residents whose parents or guardians choose The Academy as the school they desire for their child. Conn. Gen. Stat. § 10-33 provides in pertinent part:

Any local board of education which does not maintain a high school shall designate a high school approved by the State Board of Education as the school which any child may attend who has completed an elementary school course, and such board of education ***shall pay the tuition of such child. ...***

Id. (emphasis added).

Conn. Gen. Stat. § 10-34 as it relates to the actions of the Union Board provides even greater clarity on what constitutes a valid "payment" of tuition. It provides in relevant part:

The State Board of Education may examine any incorporated or endowed high school or academy in this state and ... said board may approve such school or academy under the provisions of this part, and any town in which a high school is not maintained ***shall pay the whole of the tuition fees of pupils attending such school or academy.*** ...

Id. (emphasis added).

Charging parents for choices made pursuant to the aforementioned statutes is unlawful, illogical and clearly defeats our legislature's expressed intention of payment of the "whole of the tuition fees."

The actions of the Superintendent and the Union Board also likely violate other principles of law as defined by our Courts. Specifically, the Agreement is a contract and as such carries an implied duty that requires that neither party to the contract "do anything that will injure the right of the other to receive the benefits of the agreement." *DeLaConcha of Hartford Inc. v. Aetna Life Insurance Co.*, 269 Conn. 424, 433 (2004). This duty, known as the implied covenant of good faith and fair dealing assumes that both parties agreed to the terms and purpose of the contract and that whatever is in dispute involves "a party's discretionary application or interpretation of a contract term." *Id.* at 432-433.. "Essentially [the implied covenant of good faith and fair dealing] is a rule of construction designed to fulfill the reasonable expectations of the contracting parties as they presumably intended." *D2E Holdings, LLC v. Corp for Urban Home Ownership of New Haven*, 212 Conn.App. 694, 702 - 703 (2022) While The Academy understands that a valid claim of the breach of the implied covenant of good faith and fair dealing requires proof of bad faith on the Superintendent's part and/or the Union Board, The Academy believes the timing and duplicities of the aforementioned actions after signing the Agreement certainly may demonstrate a dishonest purpose which has been deemed to equal bad faith. See *D2E Holdings*, 212 Conn.App. at 703; see also *Keller v. Beckenstein*, 117 Conn.App. 550, 564, *cert. denied*, 294 Conn. 913 (2009).

The Academy also notes that the conduct of the Superintendent and the Union Board may violate basic notions of unlawful discriminatory treatment, including but not limited to those concerning students in need of special education services who are protected by a variety of state and federal laws. These items are still being reviewed by The Academy.

Please note that The Academy, in lieu of seeking immediate recourse and in recognition of the years it has educated Union students in a positive manner, has directed me to provide you until 5:00 PM on March 23, 2026 to ***specifically (with details)*** inform this firm how:

- The Union Board has not breached the Agreement;
- The Union Board is not violating Conn. Gen. Stat. § 10-33 and § 10-34;
- The Superintendent and the Union Board have not breached the covenant of good faith and fair dealing; and
- The Superintendent and the Union Board are not treating students differently and possibly unlawfully under state and federal laws.

Finally, please also accept this letter as The Academy's demand that the Superintendent and all Union Board members preserve all documents, tangible things and electronically stored information ("ESI") (collectively "evidence") that were created within the last 24 months within your or Union Board members' possession, custody and control, that in all probability are relevant to anything related to The

Academy, Edwin O. Smith High School ("EO Smith") and any other designated schools of choice of the Union Board (since January 1, 2024) under Conn. Gen. Stat. § 10-33 and § 10-34.

By way of example, and not as an exhaustive or limited list, you are to maintain a "litigation hold" on all relevant evidence including, but not limited to, the following:

- All documents, including drafts relating to The Academy and its current and former administrators and directors, including all emails and text messages (including from personal accounts) that refer to it or them;
 - All documents, including drafts relating to EO Smith and its current and former administrators, employees and directors, including all emails and text messages (including from personal accounts) that refer to it or them; and
- All documents to include email, text messages, Slack (or other such internal messaging programs) messages and other communication (including from personal accounts) concerning planning to discuss (in any way) The Academy, EO Smith, and policies of the Union Board related in any way to The Academy and/or EO Smith.

You should take the broadest possible view of the potential scope of the potential litigation and the definition of evidence that falls within this demand. The terms "documents," "records" and "ESI" are broadly defined and include, but are not limited to: all correspondence, notes, drafts, memoranda, work papers and other writings; e-mail, text messages, voicemail and other electronic communications (e.g., logged IM); databases, such as Slack; digitized images; database spreadsheets (e.g., Excel®, etc.); materials on hard drives, shared drives, backup tapes, cloud storage, compact discs, thumb drives or on any other type or form of electronic media; PowerPoint® slides and presentations; information maintained or stored on computerized calendars and personal information managers (PIM), cell phones, cloud storage, personal laptops or home computers; internet usage, telephone and network access logs; web sites and web pages; and all similar data and information that is stored on, maintained on, utilized on, or transmitted via a computer or computer network, including the Internet. ESI includes metadata, which is information about a particular record or data set which describes how, when and by whom it was collected, created, accessed, or modified as well as how it is formatted. All hardware and storage media containing such electronically stored information must be preserved, regardless of whether duplicates of the information exist on other hardware, systems or platforms. All initial, interim, draft and final versions of any of the foregoing materials are within the definitions of "documents," "records" and "ESI."

Be further advised that a mere file backup of a hard drive or similar storage device is inadequate ESI preservation. You must image the hard drive or other storage device in bit-stream copies where all areas, used and unused, of the storage device are copied. Any relevant files that have been deleted that are reasonably recoverable should be immediately undeleted. ESI should be preserved in its native form, and it should not be preserved by such means that would remove or degrade the ability to search the ESI by electronic means or make it difficult or burdensome to access or use the information efficiently.

This notice also applies with respect to all documents created from this point forward.

Please confirm that you have shared this letter with Superintendent Jackopsic and the individual Union Board members.

The Academy reserves all of its rights.

Thank you.

Sincerely,

DAVID A. RYAN, JR.

The Employer's Lawyers

Ryan & Ryan, LLC | 900 Chapel Street, Suite 621 | New Haven, CT 06510

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msommaruga@pullcom.com
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March 23, 2026

Via e-mail

Attorney David A. Ryan, Jr.
Ryan & Ryan, LLC
900 Chapel Street, Suite 621
New Haven, CT 06510

Re: Threatened/false claims by Woodstock Academy against Union Board of Education

Dear Attorney Ryan

This firm serves as legal counsel to the Union Board of Education ("Union"). I am in receipt of your March 17, 2026 e-mail that you submitted on behalf of The Woodstock Academy ("Woodstock"), in which you made many disturbing and baseless claims against Union.

First of all, any claim that Union has been "deceptive" or "disingenuous" is laughable. Throughout the entire negotiation process between Union and Woodstock, Union was upfront and transparent to both Woodstock and the general public. I was not present during the negotiations and public comments by Union officials. However, Union has shared with me the following, which does match my general awareness/knowledge of the process:

- **October 23, 2024:** On that date, a meeting of the Union Board of Education took place, at which time there was discussion and action, with Union designating E.O. Smith as its High School, but indicating that the Board would explore agreements with other high schools and private pay agreements, with Union's contribution capped at the E.O. Smith per student cost.
- **January 22, 2025:** On that date, there was a meeting/negotiation session between the Union Board of Education, Woodstock's school administration, and Woodstock Board of Trustee members. At that meeting, Union discussed its clear intentions, including having parents who choose to have their children attend schools that were not E.O. Smith High School pay the difference in tuition. Union was transparent as to its goal of getting already enrolled students covered by the agreement and new students covered under Union's new high school attendance/tuition policy; that is why Union sought a three-year agreement. Interestingly, the Academy's then-Head of School stated during the meeting/negotiation session that Union could do whatever it wanted with respect to policy and that he just wanted to be sure Union was in charge of collecting any tuition monies from parents (as opposed to Woodstock), as Woodstock did not want to be involved in chasing parents for money.

- The parties subsequently shared/exchanged various drafts via email until the final draft was brought to the Union Board of Education for approval.
- **February 19, 2025:** At its meeting, the Union Board of Education approved and adopted its High Schools policy *and* the agreements with Woodstock, (along with E.O Smith High School and Stafford High School).
- **March 3, 2025:** Union signed the agreement and sent it to Woodstock.
- **April 3, 2025:** Woodstock's Head of School confirmed that the agreement was signed and approved by Woodstock and that Union would be receiving a copy.

Clearly, Union was transparent with Woodstock and its then-Head of School (and its Trustees) and the public in general (i.e., Union parents) that it intended to have E.O. Smith High School serve as Union's primary/designated school, but to give Union parents going forward the option of sending their children to other high schools, with such parents then being responsible for the tuition costs for such other high school above the E.O. Smith tuition rate.

The agreement between Union and Woodstock makes explicit reference to its linkage to Union policies. Indeed, the agreement states clearly that Union recognizes Woodstock is a high school that Union students can attend "**in accordance with Union policies.**" These policies were publicly discussed and adopted by the Union Board of Education prior to the parties entering into the current agreement. The Union policies specifically mirror the discussion that took place in public and with the Academy. These policies are quite clear that going forward, parents choosing to send their children to a program other than E.O. Smith High School (specifically, Woodstock or Stafford High School) are required to submit additional documentation to Union and are then responsible for paying the additional costs of tuition. The agreement that parents must sign with Union further reflects this fact.

In this context, your allegations of deceptive practices ring hollow. In addition, you fail to state a claim of a violation of the contract. Union will be paying the costs set forth under the contract for any student's attendance at Woodstock (and the issue of payment by any parent is between Union and that parent, nobody else); Woodstock will have no role in collecting any monies that may be due to Union under Union policy. Nothing in the agreement addresses or prohibits what Union is doing.

Union would like to have a functioning relationship with Woodstock and is willing to carry out its obligations under the agreement between the parties. That being said, Union has its concerns over Woodstock's willingness to abide by this agreement. As such, Union reserves all rights that it might possess, whether providing notice of its intention not to renew (or terminate) the agreement or otherwise.

Parenthetically, Union acknowledges receipt of your preservation request. The Board will be discussing this matter in executive session at its next meeting on March 25, 2026.

**PULLMAN
& COMLEY**

Page 3

Best regards,

/s/Mark J. Sommaruga

Mark J. Sommaruga



STATE OF CONNECTICUT
DEPARTMENT OF EDUCATION



July 31, 2026

VIA ELECTRONIC MAIL

Mark J. Sommaruga, Esq.
Pullman & Comley, LLC
90 Statehouse Square
Hartford, Connecticut 06103-3702
msommaruga@pullcom.com

Re: Union Board of Education

Dear Attorney Sommaruga:

I am writing with respect to the stated policy of the Union Board of Education ["Union"] that it is not required to pay the full tuition of its resident students who attend Woodstock Academy ["Woodstock"]. It is the understanding of the Connecticut State Department of Education ["CSDE"] that in accordance with this policy, Union proposes to cap the tuition it would pay on behalf of Union resident students who attend Woodstock at the amount of tuition that it would be paying for its students who attend Regional School District No. 1's E.O. Smith High School, thereby leaving the parents of the students who attend Woodstock to pay any tuition in excess of that amount. This matter was originally brought to the CSDE's attention by Union parents who are understandably concerned about the financial ramifications that this policy would have on their families. Subsequently, Woodstock contacted us. This matter has taken on increased urgency in the wake of a Union parent advising that her family is moving out of Union so that her children can continue at Woodstock without any detrimental financial consequences. For the reasons set forth, *infra*, the CSDE considers this to be an issue that implicates the educational interests of the State, and as such falls within the authority of the Connecticut State Board of Education ["State Board"].

Based upon the documents that we have reviewed – including the March 2026 letter from Woodstock's attorney to Union and your March 23, 2026, response – the CSDE's understanding is that: Union does not maintain its own high school; that at an October 23, 2024, meeting, Union designated Regional School District No. 19's E.O. Smith as its high school; that on January 22, 2025, Union set forth its intention to only partially cover the tuition of Union students attending Woodstock; that on February 19, 2025, Union approved this policy; and that Union's Board Chair and Superintendent of Schools executed, respectively on February 28, 2025, and March 3, 2025, a document entitled "Agreement Between the Woodstock Academy Board of Trustees and the Union Board of Education" ["Agreement"]. This Agreement was subsequently signed by Woodstock's then Head of School and the President of its Board of Trustees on April 2, 2025. If any of these understandings are inaccurate, please let me know.

I will note at the outset that thirty years ago, Connecticut's Office of the Attorney General deemed a school district's payment of only partial tuition for those of its resident students who attended an endowed high school or academy, such as Woodstock, to be a violation of Connecticut law. See Honorable Theodore S. Sergi, 1996 WL 93788, p. 2 (Atty Gen. Opinion No. 96-019

December 13, 1996), a copy of which is attached to the transmittal e-mail. In its December 1996 Opinion Letter to then-Commissioner of Education Theodore S. Sergi, Attorney General Richard Blumenthal stated in part:

In carrying out its responsibility under §10-33, a local board of education may not, however, enter into types of arrangements not sanctioned expressly or impliedly by §10-33 or other pertinent statutes. A local board possesses only those powers delegated to it expressly by statute or by necessary implication. Herzig v. Board of Education, 152 Conn. 144, 150 (1964). While §10-33 gives a local board discretion to designate one or more high schools for its students, it also provides that a board “shall pay the tuition of such child.” Neither §10-33 nor any related statute contains any language from which may be inferred authority for a board to pay less than the full tuition by virtue of an agreement with parents. In fact, §10-34, which directly governs the board's sending its students to NFA, mandates that the board “shall pay [the] whole of the tuition fees of pupils attending” NFA. Thus, under the proposed policy the board, having effectively made every public high school or approved academy a designated high school, would be required to pay the full tuition for each student attending each such school.

Sergi, 1996 WL 93788, p. 2. This Attorney General Opinion has neither been rescinded nor reversed by the Office of the Attorney General or by a Connecticut court and therefore remains the legal position of the State, acting through the State Board and its administrative arm, the CSDE. See Conn. Gen. Stat. §§4-5, 10-3a & 10-4(a). Furthermore, even in the absence of this December 13, 1996, opinion, the CSDE would still consider Union's proposed partial-payment policy to be impermissible under Connecticut law.

Section 10-33 of the Connecticut General Statutes provides: “Any local board of education which does not maintain a high school shall designate a high school approved by the State Board of Education as the school which any child may attend who has completed an elementary school course, and such board of education *shall pay the tuition of such child* residing with a parent or guardian in such school district and *attending such high school*” (emphasis added). To again quote from the Attorney General's December 1996 Opinion: “Neither §10-33 nor any related statute contains any language from which may be inferred authority for a board to pay less than the full tuition by virtue of an agreement with parents.” Sergi, 1996 WL 93788, p. 2. While it was stated in the documents the CSDE reviewed that on October 23, 2024, Union designated E.O. Smith as the high school its students could attend, Attorney General Blumenthal noted:

we do not read [Section 10-33] as requiring a local board to designate only one high school or conversely as prohibiting the designation of more than one high school. This interpretation is consistent with Conn. Gen. Stat. §10-220 which in setting out a local board's general responsibilities provides that the board “shall make such provision as will enable each child . . . to attend some public day school.”

Id. As Union is aware, it entered into the Agreement with Woodstock, which was fully executed as of April 2, 2025. The Agreement provides in relevant part: “The Union Board recognizes [Woodstock] as a high school that eligible students from the Town of Union may attend, in accordance with . . . *Section 10-33 of the Connecticut General Statutes*.” Agreement, p. 1, §1 (emphasis added). Of note, the phrase “may attend” is identical to the language used in Section 10-33 and in general, this contractual provision aligns with the statute. As such, by recognizing

Woodstock as a high school Union students “may attend,” and by incorporating Section 10-33 into that recognition, Union “effectively made [Woodstock] . . . a designated high school, [and thus] would be required to pay the full tuition for each student attending each such school.” Sergi, 1996 WL 93788 at p. 2.

Section 10-34 of the Connecticut General Statutes even more definitively sets forth Union’s obligations. More specifically, Section 10-34 unambiguously provides that “any town in which a high school is not maintained ***shall pay the whole of the tuition fees*** of pupils attending such [incorporated or endowed high] school or academy, except if it is a school under ecclesiastical control,” which Woodstock obviously is not. Id. (emphasis added). Attorney General Blumenthal expressly cited this statutory mandate in his December 1996 Opinion Letter, even emphasizing the word “whole.” Sergi, 1996 WL 93788 at p. 2. This is language that cannot be ignored, for the Connecticut Supreme Court has long recognized the

“basic tenet of statutory construction that the legislature [does] not intend to enact meaningless provisions [I]n construing statutes, we presume that there is a purpose behind every sentence, clause, or phrase used in an act and that no part of a statute is superfluous Because [e]very word and phrase [of a statute] is presumed to have meaning . . . [a statute] must be construed, if possible, such that no clause, sentence or word shall be superfluous, void or insignificant.”

Lopa v. Brinker International, Inc. 296 Conn. 426, 433 (2010), *quoted in*, Connecticut Podiatric Medical Ass’n v. Health Net of Connecticut, 302 Conn. 464, 474 (2011).

Given the mandatory language in Sections 10-33 and 10-34, the Attorney General’s very clear December 13, 1996, Opinion Letter, and the fact that the CSDE generally does not involve itself in contractual disputes between districts unless the language or application of the contract adversely implicate the educational interests of the State, the Agreement has limited relevancy to the CSDE’s position, particularly as statutes obviously supersede contracts. Nonetheless, it is difficult not to notice the apparent dichotomy between Union’s stated policy and certain provisions of the Agreement. For example, Section 4 thereof provides: “Upon termination of this contract, or any extension thereof, all Union students then enrolled at [Woodstock] shall be provided the option of completing their high school education at [Woodstock] up to, and including, graduation ***at the expense of the Union Board.***” Id., p. 1 (emphasis added). There is no corresponding language in the Agreement limiting the amount of such payments. Of equal, and perhaps even greater, note, Section 6 of the Agreement provides in relevant part: “The Union Board will be responsible for reimbursing [Woodstock] ***for the actual costs*** of special education programs for Union students who require special education services . . . ***in addition to the regular education tuition*** for each student.” Id. (emphasis added). Again, there is no limiting language in the Agreement.

The purpose of noting the above-quoted provisions of the Agreement is not to weigh in on their proper meaning and effect, for, again, the Agreement is superseded by the plain and unambiguous language in Sections 10-33 and 10-34. This correspondence is instead rooted in the State Board’s “general supervision and control of the educational interests of the state, which interests shall include. . . secondary education.” Conn. Gen. Stat. §10-4(a). These educational interests of the State include ensuring that “the mandates in the general statutes pertaining to education within the jurisdiction of the State Board of Education be implemented.” Conn. Gen.

Stat. §10-4a. See also Conn. Gen. Stat. §10-4b. The “general statutes pertaining to education” are set forth in Title 10 of the Connecticut General Statutes, of which both Sections 10-33 and 10-34 are part.

Additionally, in his December 13, 2026, Opinion Letter, Attorney General Blumenthal stated:

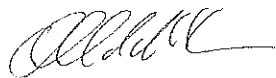
[T]he General Assembly has enunciated as one of the state's “education interests” that “each child shall have for the period prescribed in the general statutes equal opportunity to receive a suitable program of instruction.” Conn. Gen. Stat. §10-4a The General Assembly has delegated the constitutional obligation to provide *free public education* to towns acting through local and regional boards of education so that each town constitutes a school district. Conn. Gen. Stat. §§10-186, 10-220, 10-240; see also Horton v. Meskill, *supra*, 172 Conn. at 647; Cheney v. Strasburger, 168 Conn. 135, 140 (1975).

Sergi, 1996 WL 93788 at p. 2 (emphasis added). This language is particularly relevant here, for as noted at the outset, concerned Union parents have contacted the CSDE to express their sincere concerns about how Union’s policy could force them to decide between their children’s education and their family’s finances. As also noted, a Union parent recently advised that in order to ensure that her children can continue at Woodstock, she feels compelled by Union’s partial-payment policy to relocate her family out of Union. In short, Union’s policy does not provide those students who attend, or wish to attend, Woodstock with the “free public education” required under Connecticut law, including the Connecticut Constitution, which states: “There shall always be *free* public elementary and secondary schools in the state.” Id., Art. VIII, §1 (emphasis added).

Therefore, in accordance with both the unambiguous, above-quoted statutory language in Sections 10-33 and 10-34 of the Connecticut General Statutes and the Attorney General’s December 13, 2026, Opinion Letter, the Union Board of Education should promptly rescind its February 19, 2025, partial-payment policy with respect to its resident students who attend high school anywhere other than E.O. Smith High School, and it should not seek to enforce or otherwise apply this policy. Union’s failure to do so will compel the CSDE to consider recommending to the State Board that it authorize an investigation pursuant to Section 10-4b of the Connecticut General Statutes.

Thank you for your anticipated cooperation in this matter.

Sincerely,



Michael P. McKeon
Director of Legal & Governmental Affairs

cc: David A. Ryan, Esq.
david.ryan@ryan-ryan.net

1996 WL 937880 (Conn.A.G.)

Office of the Attorney General

State of Connecticut
Opinion No. 96-019
December 13, 1996

*1 Honorable Theodore S. Sergi
Commissioner of Education
State Board of Education
Box 2219
Hartford, Connecticut 06145

Dear Commissioner Sergi:

In a letter to our office you ask us whether state law permits a local board of education of a town which does not maintain a high school to pay partially the tuition for a local student to attend a state approved high school other than the high school designated under Conn. Gen. Stat. §10-33.

Your question is posed within the immediate context of correspondence with the Bozrah Superintendent of Schools. Bozrah does not have its own high school. Under §10-33 the Bozrah Board of Education ("the board") must designate a high school approved by the State Board of Education ("the state board") for its high school students to attend and must pay each student's tuition at the designated high school. Norwich Free Academy ("NFA") has been the designated high school for several years.¹ Montville High School has also been so designated by the board for those students who choose to attend it. The board pays the tuition and provides transportation for its high school students to attend these two schools.²

According to information accompanying your letter, the board appointed a high school options committee ("the committee") to investigate "expanding the present educational opportunities" and to make recommendations on additional opportunities to the board. Report of the High School Options Committee ("the report"), p. 2. The committee submitted the report to the board. In addition to retaining the presently designated high schools, the committee recommended allowing any high school student residing in Bozrah to attend any public high school in Connecticut.³ Report, p. 3. Under this proposal the board would pay for each child attending a high school other than NFA or Montville High School the chosen high school's tuition up to the amount of the designated high school's (NFA's) tuition; parents (or guardians) would have to agree to cover any tuition differential. Also transportation to the chosen high school would be the parents' sole responsibility.

Shortly after the superintendent received the report, he asked the board's attorney to review the committee's recommended changes to its high school attendance policy. The board's attorney opined that the proposed plan effectively would make every public high school in the state a designated high school. He observed that a local board of education does not have "clear statutory authority" to make multiple designations, but further stated that even if such authority is inferable from §10-33 and related statutes,⁴ there is no legal basis for any tuition cost sharing arrangements between parents and the board of education or for requiring parents to assume the responsibility for transportation arrangements and costs.

The committee chairman then wrote to you. Alluding to the board's attorney's advice, he asked for "your opinion and guidance on how to properly proceed to implement this change." He also pointed out that several school districts in eastern Connecticut have basically the same high school attendance policy as that proposed by the committee. Because this letter revealed a transcendent practice in Eastern Connecticut, it spurred review within your department, with the State Board of Education and with us. Meanwhile, the superintendent of schools wrote to you stating that the board of education was requesting an answer to the committee chairman's earlier letter. Hence your letter asking for an opinion on the question stated above.

*2 In answer to your question, a local board of education of a town which does not maintain its own high school is not permitted by statute to finance a student's public high school education only to the extent of the tuition it pays to the high school designated under §10-33 but must pay the student's entire tuition.⁵

Every child in Connecticut has a right to a free public elementary and secondary education. Constitution of Connecticut, Art. VIII, §1. This constitutional right has been held to be fundamental in nature; Horton v. Meskill, 172 Conn. 615, 647 (1977). Its scope and specific components are determined by the legislature. Constitution of Connecticut, Art. VIII, §1; Broadley v. Board of Education, 229 Conn. 1, 6-7 (1994). In this vein, the General Assembly has enunciated as one of the state's "education interests" that "each child shall have for the period prescribed in the general statutes equal opportunity to receive a suitable program of instruction." Conn. Gen. Stat. §10-4a. Each individual who is between five and twenty-one years of age is entitled to attend public school unless the individual has been graduated from a high school or is removed from a public school pursuant to Conn. Gen. Stat. §§10-233c, 10-233d. Conn. Gen. Stat. §10-186 (a); see also Conn. Gen. Stat. §10-15c. The General Assembly has delegated the constitutional obligation to provide free public education to towns acting through local and regional boards of education so that each town constitutes a school district.⁶ Conn. Gen. Stat. §§10-186, 10-220, 10-240; see also Horton v. Meskill, *supra*, 172 Conn. at 647; Cheney v. Strasburger, 168 Conn. 135, 140 (1975).

Each local board of education must "furnish, by transportation or otherwise, school accommodations" to its students. Conn. Gen. Stat. §10-186(a). While each local board maintains its own schools for its elementary school students, several local boards of education, which are not part of regional school districts, do not choose, or are unable, to construct and to maintain their own high schools, usually because of small population bases. See Waterford v. Connecticut State Board of Education, 148 Conn. 238, 242 (1961). To make certain that each student's right to a free secondary education is fulfilled the General Assembly has since 1931 required each local board which does not maintain a high school to designate for its students a high school in accordance with §10-33. 1931 P.A. Ch. 249, §42;⁷ see also Board of Trustees v. Freedom of Information Commission, 181 Conn. 544, 547 (1980); Hackett v. New Haven, 103 Conn. 157, 160 (1925).

The board has complied with its duty to furnish school accommodations by arranging for and paying for its students to attend NFA. Students may also elect at the board's expense to attend and to be transported to Montville High School. As mentioned above, the board's attorney observed in his opinion that § 10-33 "does not clearly authorize" the designation of "multiple" high schools. Although §10-33 provides that a local board must designate "a high school," we do not read the statute as requiring a local board to designate only one high school or conversely as prohibiting the designation of more than one high school. This interpretation is consistent with Conn. Gen. Stat. § 10-220 which in setting out a local board's general responsibilities provides that the board "... shall make such provision as will enable each child ... to attend some public day school...."

*3 In carrying out its responsibility under §10-33, a local board of education may not, however, enter into types of arrangements not sanctioned expressly or impliedly by §10-33 or other pertinent statutes. A local board possesses only those powers delegated to it expressly by statute or by necessary implication. Herzig v. Board of Education, 152 Conn. 144, 150 (1964). While §10-33 gives a local board discretion to designate one or more high schools for its students, it also provides that a board "... shall pay the tuition of such child...." Neither §10-33 nor any related statute contains any language from which may be inferred authority for a board to pay less than the full tuition by virtue of an agreement with parents. In fact, §10-34, which directly governs the board's sending its students to NFA, mandates that the board "shall pay that whole of the tuition fees of pupils attending..." NFA. (Underscoring added.) Thus, under the proposed policy the board, having effectively made every public high school or approved academy a designated high school, would be required to pay the full tuition for each student attending each such school.

The same result obtains for transportation arrangements and costs under the proposed plan. As noted above, §10-186 requires a local board to provide school accommodations, "by transportation or otherwise", to its students. Sec. 10-220 generally requires such board to provide such transportation "whenever transportation is reasonable and desirable." This clause has been construed by our Supreme Court to encompass only distance and safety considerations. Waterford v. Connecticut State Board of Education,

supra, 148 Conn. at 243 (1961); see also Synder v. Newtown, 147 Conn. 374, 382 (1960). This concept has never been held to include a fiscal component. Our Supreme Court has further concluded:

Reading §§10-186 and 10-220 together, as they must be read, we conclude that the failure of a town to provide the transportation which is reasonable and desirable (§10-220) for the safety of children attending the particular school they are required to attend constitutes a failure to furnish school accommodations within §10-186.

Waterford v. Connecticut Board of Education, supra 148 Conn. at 238.

Consistent with this joint mandate of §§10-186 and 10-220, the General Assembly requires local or regional school districts not maintaining high schools to pay "the reasonable and necessary cost of transportation of any pupils..." to the designated high school. Conn. Gen. Stat. §10-277(b). But this statute is not limited to transportation to the designated high school. Specifically, §10-277(b) provides in relevant part:

Any town or regional school district which does not maintain a high school shall pay the reasonable and necessary cost of transportation of any pupil under twenty-one years of age who resides with such pupil's parents or guardian in such school district and who, with the written consent of the board of education, attends any high school approved by the State Board of Education. The town or regional board of education may, upon request, enter into a written agreement with the parents of any high school pupil permitting such pupil to attend an approved public high school other than that to which transportation is furnished by the school district and each may pay such costs of transportation as may be agreed upon. Such necessary and reasonable cost of transportation shall be paid by the town treasurer or the regional school district treasurer upon order or the superintendent of schools, as authorized by the board of education.⁸

*4 These sentences of §10-277(b), read together and read in harmony with §§10-33, 10-34, 10-186 and 10-220, effectively provide that a local board of a district without its own high school may consent to a student attending an approved public high school other than the designated high school and may contract with the student's parents to assume or to share the transportation costs. Under the third sentence of §10-277(b), the school district is, nonetheless, responsible for payment of transportation costs to the transportation provider and must look to the parents for advance payment or for reimbursement of their agreed upon share, which may be the entire cost of the transportation.⁹ Finally, §10-277(b) is silent about tuition costs. Since no statute authorizes a local board to pass on to the parents any tuition costs in whole or in part, it must bear such costs.¹⁰

In summary, the answer to your specific question is that state law does not permit a local or regional board of education of a district which does not maintain a high school to make only partial payment of tuition for students attending a high school designated under §10-33. Additionally, it follows from the above discussion that:

1. A local or regional board of such a district may designate more than one high school under §10-33.
2. If the board does, it must pay the entire tuition, and under the standards set out in §§10-186, 10-220, it must provide transportation to those designated schools.
3. The board may consent, however, upon the parents' request, to a student attending a high school other than a designated high school.
4. If the board does so consent, it must pay the entire tuition of the student but may contract with the parents for advance payment or reimbursement of all or part of the transportation costs.

Very truly yours,

Richard Blumenthal
Attorney General
Bernard F. McGovern, Jr.

Assistant Attorney General

Footnotes

- 1 NFA is an endowed, incorporated academy approved by the state board under Conn. Gen. Stat. §10-34 so as to be eligible for designation under §10-33. It has the same status as a public high school. See Petrowski v. Norwich Free Academy, 199 Conn. 231, 232, n. 1 (1986).
- 2 Consistent with state law, Bozrah high school students also may attend and be transported to Norwich Vocational-Technical School (Conn. Gen. Stat. §10-97(a)) and the Lebanon High School for its vocational-agricultural program (Conn. Gen. Stat. §10-97(b)).
- 3 Presumably this group would include endowed or incorporated academies approved under §10-34. See n. 1 above. According to state board listings that group consists of the Gilbert School and Woodstock Academy as well as NFA.
- 4 The board's attorney did not treat §10-33 as a bar to the designation of more than one high school on the basis that "there are school districts in Connecticut that have sent students to multiple high schools without apparent difficulty." Board Attorney's Opinion, p. 4. In any case, the number of schools which a local board may designate was not material to his opinion.
- 5 Our opinion applies only to students in regular programs and not to students in special education programs. See Conn. Gen. Stat. §10-76a *et seq.*
- 6 Two or more towns may voluntarily establish a regional school district. Conn. Gen. Stat. §10-39 *et seq.* References herein to "local boards" apply likewise to "regional boards of education", which govern regional school districts.
- 7 Sec. 10-33 has remained substantially unchanged. From 1897 to 1931, towns which did not maintain high schools were required to pay the tuition of a resident child who "... with the consent of the school visitors, or town school committee..." attended a state board of education approved high school in another town. 1897 P.A. Ch. 249, §1; 1902 Rev. §2239; 1918 Rev. §994; 1930 Rev. §847.
- 8 The statute originated as 1903 P.A., Ch. 182 and consisted of, with certain immaterial variances, the first and third sentence of §10-277(b). The second sentence was inserted in 1963 by P.A. 492, §1.
- 9 In introducing to the House the 1963 bill (H.B. 3632) which inserted into §10-227(b) its second sentence, Rep. LaGrotta stated:

House Bill 3632 would make it possible for any such Board of Education and the parents of any such pupil to agree to have the pupil attend a school other than the one [to] which the Board of Education furnishes transportation and for the parents to pay the entire costs of the transportation.

10 H.R. Proc. Pt. 8, 1963 Sess., p. 3103.
- 10 The payment of tuition costs was not mentioned either in the House or in the Senate proceedings on HB 3632 (see n. 10-11, *supra*). However, during the Education Committee's public hearing on HB 3632, its primary proponent, Bethlehem First Selectman Ames Minor, stated that the purpose of the bill was to legalize arrangements between towns and parents for students in towns without high schools to attend non-designated high schools; under these arrangements towns paid tuition and the parents the transportation costs. Local boards had been advised by a State Education Department official that §10-277, as it existed prior to 1963, required a local board which consented to students attending non-designated high schools to pay both tuition and transportation costs. This turn of events was discouraging local boards from consenting to such attendance arrangements. Joint Standing Committee Hearings, Education, Pt. 1, 1963 Sess., pp. 73-77. As a general rule, only proceedings on the floors of the House and Senate are considered in construing legislation; *State v. Galino*, 201 Conn. 435, 445 (1986); *Baker v. Norwalk*, 152 Conn. 312, 316 (1965); but legislative committee testimony will be considered when expedient. Gay and Lesbian Law Students Association v. Board of Trustees, 223 Conn. 453, 477, n. 19 (1996); Mahoney v. Lensink, 213 Conn. 548, 559, n. 15 (1990); Manchester Environmental Coalition v. Stockton, 184 Conn. 51, 57, 58, n. 8, 10 (1981).

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September 10, 2026

Via e-mail

Michael P. McKeon, Esq.
Director of Legal and Governmental Affairs
State of Connecticut Department of Education
450 Columbus Boulevard
Hartford, CT 06103

Re: Union Board of Education and High School Options

Dear Mike:

As you are aware, this firm serves as legal counsel to the Union Board of Education ("Union"). We are in receipt of your letter dated July 31, 2026, along with the August 25, 2026 response by the Connecticut State Department of Education ("CSDE") to our August 6, 2026 Freedom of Information Act request. At the start, let me state that Union wishes to work collaboratively, transparently and in good faith, for the best interests of the students.

Between the receipt by the CSDE of an apparent parent complaint on March 10, 2026 and the CSDE's issuance of its letter on July 31, 2026, Union did **not** receive **any** contact or opportunity from anyone from the CSDE to provide its version of events. As a result of that flaw, it appears that the CSDE relied upon a recitation of facts provided solely by others (mostly Woodstock Academy). Many of those facts provided are flawed, including but not limited to information on the timelines of certain of the events in this matter and Woodstock's submission of a draft document addressed to Superintendent Jackopsic that was never sent to him. We look forward to providing you with any information that you may need on this matter.

Union stands behind the representations made in its letter to Attorney Ryan dated March 23, 2026 (from which we never received a response from Woodstock Academy). Union believes that nothing in its policies is in violation of the law, including but not limited to Connecticut General Statutes §10-33. Union has discharged its obligations under that statute by designating a high school (E.O. Smith High School) that Union students can attend free of charge. The fact that Union has gone above and beyond this legal obligation and offered additional opportunities does not contravene the law, and there is nothing in any law that prohibits the partial parent pay agreements that Union has with those parents who since the 2025-2026 school year have chosen to have their children attend a high school other than E.O. Smith. Parenthetically, the apparent construction of the law that prohibits partial pay agreements with parents for these additional

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high school options would render invalid other such partial pay agreements, including unilateral placement agreements in the special education context.

We agree that the issue of any potential contract dispute between Woodstock Academy and Union should be above and beyond the jurisdiction of the CSDE. In addition, since the Union Board of Education is clearly discharging its obligations under the law by offering to send students free of any charge to E.O. Smith High School, we see no basis for the CSDE to even contemplate that the educational interests of the state are so infringed upon so as to require *any* action under Connecticut General Statutes §10-4b.

That being said, Union is a small school district and does not have unlimited funds to expend on legal fees. Indeed, the response in this letter by Union is measured, so as to save resources. While it will nevertheless still do whatever is necessary to protect itself if other entities are not reasonable, Union would prefer to work on an **amicable** solution to the crisis that the Woodstock Academy claims to exist. Union requests to have a meeting at the earliest possible date with appropriate CSDE officials (namely, the Commissioner's office) and Woodstock Academy toward such a resolution. Connecticut Agency Regulation §10-4b-4 authorizes the Commissioner to call parties together for a conference after a complaint has been initiated by a party or the State Board of Education, and we believe that a resolution of this matter should not have to await the filing of an official complaint, in light of the desire of Union to provide certainty to its parents. We suggest that such a meeting take place without the presence of legal counsel for any of the entities involved, so as to encourage a resolution (as opposed to contention).

Best regards,

/s/Mark J. Sommaruga

Mark J. Sommaruga

Copy: David A. Ryan, Esq.