

Date: May 9, 2025
Type: Special Meeting
Location: Board Room
Present: Craig Giroux; Mary LaPierre; Dan Bernard; Chris Demers; Lee Barcomb
Others: Rob McAuliffe, Superintendent

Call to Order	Mr. Giroux, Board President, called the meeting to order at 7:30 AM. Motion carried unanimously.
Executive Session	Mr. Giroux made a motion, seconded by Mr. Demers that the Board of Education did not need to enter into executive session. Motion carried unanimously.
Action Items	Mrs. LaPierre made a motion to approve the following resolution: BE IT RESOLVED that the Board of Education hereby ratifies a settlement agreement to resolve a pending litigation (Clinton County Supreme Court Index No. 2020-00020503), and authorizes the Superintendent of Schools to take all steps to effectuate the same: and BE IT FURTHER RESOLVED that a copy of the settlement agreement shall be incorporated into the minutes of this meeting. Motion carried unanimously.
Adjourn	Mr. Barcomb made a motion, seconded by Mr. Demers to adjourn the meeting at 7:50 AM. Motion carried unanimously.
Attachment	Attached you will find the settlement agreement.

SETTLEMENT AGREEMENT

WHEREAS Lori Salimando-Porter ("Plaintiff") commenced a certain lawsuit against Chazy Central Rural School District and Chazy Central Rural School Board of Education (collectively "Defendant") known as *AL533 DOE v. Chazy Central Rural School and Chazy Central Rural School Board of Education*, New York State Supreme Court, Clinton County Index No. 2020-00020503 ("The Lawsuit"); and

WHEREAS the Lawsuit, commenced on or about August 2020, alleged that Lori Salimando-Porter (also known as "Plaintiff", and also known as "AL533 DOE") suffered certain sexual contact and/or abuse involving a former Chazy Central School District teacher (Elwin S. "Bud" Bentley, Jr.) during the time period 1975-1981, and further alleged that said claims were revived pursuant to the New York Child Victims Act (CPLR 214-g); and

WHEREAS Plaintiff was represented by the law firm of LaFave, Wein & Frament, PLLC at all times relevant to The Lawsuit.

WHEREAS, Defendant Chazy Central Rural School and Chazy Central Rural School Board of Education ("Defendants"), by its attorneys, answered and appeared in the action, and denied liability on the claims and causes of action alleged against it in Plaintiff's Complaint; and

WHEREAS, Plaintiff and Defendants engaged in a lengthy period of discovery, including exchange of documents and information, and deposition under oath of designated individuals; and

WHEREAS, the case was assigned to Honorable Kathleen H. Hogan, J.S.C., who in March 2025 conducted a settlement conference upon the matter; and

WHEREAS, Plaintiff and Defendants have reached a settlement of all claims and causes of action alleged by Plaintiff against Defendants;

NOW, the undersigned hereby agree to the following terms of settlement, and are authorized to bind each respective party to same:

1. *Settlement Payment.* Defendant shall make payment to Plaintiff the sum of \$750,000.00, payable pursuant to the following schedule:

a. The initial payment of \$200,000.00 on or by May 10, 2025; however, in the event the instant Settlement Agreement is executed more than five (5) days prior to May 10, said payment shall be made within five (5) days of execution of this document by Plaintiff, Defendant representative and the representative of the LaFave, Wein & Frament PLLC; defendant representative shall execute said agreement within five (5) days of receipt of same signed by both Plaintiff and a representative of LaFave, Wein & Frament, PLLC.

- b. A second payment of \$200,000.00 on or by May 10, 2026;
- c. A third payment of \$200,000.00 on or before May 10, 2027;
- d. A fourth and final payment of \$150,000.00 on or before May 10, 2028.

Said settlement payments shall be made pursuant to the "Payment Directions" set forth below.

2. *Contract of Payment.* This document shall constitute a binding contract of payment between Plaintiff and Defendants. Plaintiff has relied upon the representation of Defendants concerning the timing and amount of payment.

3. *Discontinuance of Action and Release.* In exchange for agreement to the payment terms of This Agreement, Plaintiff shall immediately provide a Stipulation of Discontinuance of The Lawsuit, executed by her attorneys, and a Release executed by her personally. The Stipulation of Discontinuance shall be filed with the Court by the Defendant's attorneys, promptly upon the execution of this document by both parties, and Plaintiff expressly authorizes the filing of same.

The Release of Defendants shall be drafted by attorneys for Defendants, and shall be in said form as agreed to by both attorneys for Defendants and Plaintiff, shall release each and every Defendant(s), now known or unknown, and all administrators, employees, staff, Board members, volunteers, agents, designees, faculty and students of the Chazy Central Rural School District, whether present or former or future, for and from all liability and damages in any way related to (a) the claims and causes of action alleged in the Complaint in The Lawsuit, (b) the acts or omissions of any individual associated in any way with the Chazy Central School District in regards to the allegations alleged in the Complaint in The Lawsuit and/or Elwin "Bud" Bentley, and (c) any other or further claim Plaintiff may or could have up to and including the date of the Release.

4. *Payment directions.* All payments due to Plaintiff under this Agreement shall be made to Plaintiff via check or wire transfer to Plaintiff's attorneys in this matter – more specifically, payment by check shall be made payable to, or wire transfer directed to, "LaFave, Wein & Frament, PLLC". By signature below, Plaintiff expressly authorizes and directs that each said individual settlement payment be directed and made to said law firm, in the specific amount specified. The LaFave, Wein & Frament Law Firm has signed this Agreement, acknowledging only the provision that it shall be the recipient of each settlement payment, and that said Law Firm shall assume the responsibility and obligation of providing all settlement payment funds (less its fees and/or separate arrangements with Plaintiff) directly to the Plaintiff. Defendant's obligation to make a particular settlement installment payment shall be satisfied in full once said payment is provided to the LaFave, Wein & Frament Law Firm.

By authorized signature below, Defendant acknowledges that it is obligated to make the specified payments on or before the specified date set forth above. By authorized signature below, the LaFave, Wein & Frament Law Firm (a) assumes the responsibility and obligation to, upon receipt of each installment payment, provide the tendered settlement payment funds to the Plaintiff, (less its fees and/or separate arrangements with Plaintiff) and (b) shall provide prompt written notice to Defendant and its attorneys of any change in its name or business structure. Defendant and its attorneys shall be entitled to rely on any notice of name change or change in business structure.

In the event of the death of Plaintiff prior to the making of the fourth and final payment indicated above, any unpaid sums shall be paid by Defendant to the LaFave, Wein & Frament Law Firm pursuant to the agreed-upon payment schedule set forth above (at paragraph 1), and said Law Firm shall assume the responsibility to deliver said payment to Plaintiff's Estate or duly appointed Estate representative as the case may be.

5. *Process In Event of Breach.* In the event a payment is not received by the LaFave, Wein & Frament Law Firm on or before the specific assigned payment date, Defendant shall be in breach of this Agreement, with limited ability to cure as follows:

a. *Notice and Opportunity to Cure Breach.* In the event of a breach, Plaintiff and/or its legal representatives shall provide direct written notice by letter or email to the Superintendent of Chazy Central Rural Schools and Defendant's attorneys, stating that payment has not been timely received. Defendant shall have a period of five (5) days from date of delivery of said notice to cure the breach and provide payment of the specific payment at issue. In the event payment is made within the cure period, the breach of this contract shall be fully cured, and Plaintiff shall have no further recourse or remedy regarding same. In the event the payment is not made within the cure period, Plaintiff may then move forward with legal action to enforce the alleged breach. Notice and demand to cure shall be a prerequisite to any lawsuit to enforce payment obligation under this matter.

6. All attorneys' fees due and owing by Plaintiff to her attorneys (including LaFave, Wein & Frament, PLLC) will be paid for by Plaintiff, and as noted above, shall be satisfied from the payment(s) to be tendered by the District to the LaFave, Wein & Frament Law Firm.

7. *No Admission of Liability.* This Agreement is intended as a compromise and settlement of disputed claims and defenses. The Parties have entered into the Agreement without admitting or intending to admit any fault, wrongdoing, or liability, of any kind, whatsoever, or that any claims or defenses alleged in the Action are, or would be, assertable or provable, and the Parties hereto shall not contend in any action that the Agreement is admissible or relevant as evidence of liability or fault, or as any

admission of liability or fault; provided nothing contained in this Paragraph 7 shall effect the admissibility of the Agreement in an action to enforce the terms of the Agreement.

8. *Voluntary & Informed Consent.* The Parties hereby acknowledge:

- a. each Party has been represented by counsel in the negotiation and preparation of the Agreement;
- b. each Party has read the Agreement carefully;
- c. each Party has been afforded sufficient time to understand the terms and effects of the Agreement;
- d. each Party is entering into and executing the Agreement voluntarily and knowingly;
- e. no Party is relying on inducements, promises, or representations, other than those set forth in the Agreement;
- f. each Party has the authority to execute the Agreement;
- g. no Party is an infant or incompetent person for whom a committee has been appointed, or a conservatee;
- h. no person not a Party has an interest in the subject matter of the Agreement;
- i. no Party has made any representation inconsistent with the terms and effects of the Agreement; and

9. *Miscellaneous.*

a. *Governing Law, Jurisdiction & Venue.* The Parties agree that the Agreement shall be governed, interpreted, and conformed in accordance with the laws of the State of New York, without regard to its conflict of laws provisions. The Parties agree any action or proceeding concerning the Agreement shall be brought in New York State Supreme Court, Clinton County. Each Party waives any objection it may have based on lack of personal jurisdiction, improper venue, or forum non conveniens to the conduct of any proceeding in said court.

b. *Entire Agreement.* The Agreement sets forth the entire agreement between the Parties hereto, and fully supersedes any and all prior agreements, understandings, or discussions between the Parties. The Parties shall have no further obligations as to one another, except as to the obligations set forth in the Agreement.

c. *Construction.* The headings contained in the Agreement are for convenience only and do not constitute part of, and shall not be used to interpret, the Agreement. The language in all parts of the Agreement shall be construed according to

its fair meaning, and not strictly for or against any Party because the Party or its legal representative drafted it.

d. **Validity & Severability.** If any term or provision of the Agreement, or any portion thereof, is declared illegal or unenforceable by a court of competent jurisdiction, such provision, or portion thereof, shall be deemed modified so as to render it enforceable, and to the extent such provision or portion thereof cannot be rendered enforceable, the Agreement shall be considered divisible as to such provision, which shall become null and void, leaving the remainder of the Agreement in full force and effect.

e. **Non-Waiver.** The failure to any Party, whether purposeful or otherwise, to exercise, in any instance, any right, power, or privilege under the Agreement or under law, shall not constitute any waiver of the same or any other right, power, or privilege in any other instance. Any waiver must be in writing and signed by all Parties to the Agreement.

f. **Modification.** The Agreement cannot be amended, changed, or modified, except in writing signed by the Parties hereto, wherein specific reference is made to the Agreement.

g. **Binding Effect.** The Agreement shall bind and benefit all Parties and their respective agents, assignees, executors, heirs, legal representatives, successors, and trustees. Except for those parties, any party not a signatory to the Agreement may not claim any benefits hereunder.

h. **No Assignments.** Any Party signing the Agreement represents that it still holds the causes of action and claims subject to, or affected by, the Agreement.

i. **Counterpart Executions.** The Agreement may be executed electronically, in one or more counterparts, each of which shall be construed as an original instrument.



j. **By signing the Agreement, the Parties hereby agree to accept its provisions.**

IN WITNESS WHEREOF, the Parties have hereunto set their hand and seal on the dates set forth below:

Dated: ^{May}~~April~~ 2nd 2025

WANDA BRUNO
Notary Public, State of New York
Reg. No. 01BR9023145
Qualified in Clinton County
Commission Expires April 12, 2027

21533655.v1-4/22/25


Lori Salimando-Porter
(aka "AL533 DOE", aka "Plaintiff")
State of New York
County of Clinton


Dated: April , 2025
May 2, 2025


Robert McAuliffe
Superintendent, Chazy Rural Central
Schools

Dated: April , 2025

Cynthia LaFave, Esq.
LaFave, Wein & Frament, PLLC
Attorneys for Lori Salimando-Porter

Dated: April ____, 2025

Dated: ~~April~~ ^{May} 5, 2025

Robert McAuliffe
Superintendent, Chazy Rural Central
Schools



Cynthia LaFave, Esq.
LaFave, Wein & Frament, PLLC
Attorneys for Lori Salimando-Porter