May 31, 2019

Mr. David Davis

RE: Non-Disciplinary Investigatory Leave

Dear Mr. Davis,

The school district has become aware, through multiple sources, of allegations related to your misconduct with students and/or former students.

Given the nature of the allegations, we are placing you on a non-disciplinary, paid investigatory leave while we investigate.

During your leave, you are not to have contact with District employees or students except as may be necessary to assist in the investigation and as directed by the Superintendent.

Respectfully,

[Signature]

Ryan Relken
Superintendent of Schools
Dear Goodrich community,

Goodrich Area Schools strives to develop the full potential of all our students as life-long learners. To that end we are constantly vigilant to ensure that the educational environment is safe and appropriate.

It has come to our attention that one of our administrators, Athletic Director David Davis, has been accused by multiple corroborating sources of making inappropriate comments and engaging in inappropriate activities involving former students; further, this alleged activity is being reported as adversely impacting the learning environment for current students.

In unusual circumstances such as this, we consult our policies and procedures related to student safety. Thus, we have placed the administrator on a paid investigatory leave.

Out of respect for the due process rights of all involved, we will not be engaging in speculation until the investigation is complete and fact-gathering is complete.

We will update you as appropriate as new information becomes available.

Thank you.
Dear Goodrich Community,

I am updating you regarding the information we previously provided regarding High School Assistant Principal and Athletic Director David Davis.

As we previously informed you, it has come to our attention that Mr. Davis has been accused, by multiple corroborating sources, of making inappropriate comments and engaging in inappropriate activities involving former students.

Based on the information that was in our possession about Mr. Davis late last week, we made the determination to place Mr. Davis on a paid investigatory leave. After we had placed him on leave and after the publication of my last update to you, we were contacted by multiple law enforcement agencies and informed that there is a multi-agency criminal investigation pending related to Mr. Davis. As a result, we will not speculate as to the facts or the outcome beyond what we have already discussed and trust the law enforcement and judicial processes to reach an appropriate conclusion.

At the forefront of our minds and hearts, is the safety and well being of our students. All district staff have been encouraged to cooperate with law enforcement, as a part of their ongoing investigation. We have also been asked by law enforcement to notify the public that if they have any information that could assist them in assessing the situation to contact them through Deputy Seeley, the school liaison officer, who may be reached at 810-591-2238 or via email at cseeley@goodrichschools.org.

I will update you as appropriate as new information becomes available.

Ryan Relken
Superintendent of Schools
EMPLOYMENT AUTHORIZATION

I authorize ________________________________
(Place of Employment)

to release all information regarding my employment records, including my entire personnel file, employment applications, rate of pay, lost time, benefits, etc., and any employment or policy manuals to the Law Offices of Dean T. Yeotis, or their designated paralegal agent. This request is being made pursuant to the State of Michigan Bullard-Plawecki Employee Right to Know Act. MCL 423.501, et seq.

(A photocopy of this Authorization shall serve in the place of the original).

Signature

________________________
David Davis

Print Name

________________________
Address

City, State, Zip Code

Subscribed and sworn to before me this 31st day of June, 2019.

________________________
Lynn M. Crumb
Notary Public

Genesee County, Michigan
My Commission Expires: 4-5-2021
Acting in the County of Genesee
June 3, 2019

Goodrich Area Schools  
Attn: Human Resource Department  
8029 South Gale Road  
Goodrich, MI 48438

Re: David Davis

Dear Sir/Madam,

Pursuant to MCLA 423.501 et seq., commonly known as the Bullard-Plawecki Employee Right to Know Act, request is being made for the full and complete employment file with respect to your employee, David Davis. The materials our law firm requests are those that reflect the employee's qualifications for employment, promotion, transfer, additional compensation or any disciplinary action taken while in the course of his employment with your organization. Additionally, we are requesting to receive copies of any personnel manuals or handbooks.

Attached is a signed authorization form which will allow you to provide this office with the requested information. If we do not hear from you within fourteen (14) days from the date of this letter, this law firm will proceed under MCLA 423.511, which provides for the commencement of a Circuit Court action to compel an employer to provide personnel records upon request. This statute also provides for an award of attorney fees and costs in the event of non-compliance.

Thank you in advance for your cooperation and prompt attention to this matter.

Sincerely,

[Signature]

Dean Yeotis
DYrg
Enclosure
June 28, 2019

Mr. David Davis

RE: Expectations While On Paid Administrative Investigatory Leave

Dear Mr. Davis,

On May 31, 2019, the School District placed you on a paid investigatory leave. The school district takes no position on the merits of the complaints it has received against you and, at the request of law enforcement, has suspended its investigation until law enforcement has completed its review.

Our letter to you stated:

During your leave, you are not to have contact with District employees or students except as may be necessary to assist in the investigation and as directed by the Superintendent.

We have been given to understand that you recently attended Basketball Camp with the Goodrich Girls’ Basketball Team. This is a violation of the directions you were given in your leave letter.

Thus, we reiterate our direction to you in the May 31, 2019 letter placing you on leave. Further, any other deviations from these instructions will be deemed insubordination and lead to discipline up to and including termination of your employment.

Respectfully,

Greg Main, Board President

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Board of Education
Greg Main, President
David Cramer, Secretary
Ryan Reiken, Superintendent
Jennifer Riggs, Vice President
Ashley Herriman, Trustee
H. Chip Schultz, Trustee
Jeff Brown, Treasurer
Kurt J. Schulte, Trustee
From: [Email Address]
Sent: Monday, July 08, 2019 11:19 AM
To: [Email Address]
Subject: RE: Letter
Attachments: D Davis 6-28-19.pdf

Hello Dave:

Sorry for the late response. We are back in the office today. I am attaching the letter that was sent to you.

Safe travels.

8029 South Gale Road
Goodrich, Michigan 48438

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Sent: Monday, July 01, 2019 3:21 PM
To: [Email Address]
Subject: Letter

Hi [Email Address],

I’m on a flight right now. I just received a message that a registered letter was sent to my house from the district. My parents did not sign for it.

Can you please forward a copy of the letter to me? You can attach a read receipt if need be.

Thank you,

Dave

CONFIDENTIALITY NOTICE: This email message (including attachments) may contain legally privileged and/or confidential information, including, but not limited to, student personally identifiable information. Unless you are the intended recipient, you may not use, copy or disclose any information contained in this message. If you have received this email message in error, please immediately advise the sender by email, delete the message from your computer, and destroy any copies of it.
August 12, 2019

Mr. Dave Davis

Dear Mr. Davis,

We are in the final stages of our review of allegations related to your conduct while Athletic Director at Goodrich Area Schools.

You are directed to appear at the Board Offices, located at 8029 South Gale Road, Goodrich, Michigan on Thursday, August 15 at 10:00 a.m. to hear the allegations and provide your response.

Present at the meeting will be the Interim Superintendent, High School Principal, and the District’s counsel. You may bring your counsel, at your expense. Failure to attend this meeting will lead to discipline up to and including termination.

Sincerely,

Wayne S. Wright
Interim Superintendent
TO: BOARD OF EDUCATION
FROM: WAYNE WRIGHT, INTERIM SUPERINTENDENT
SUBJECT: DISMISSAL CHARGES FOR MR. DAVE DAVIS
DATE: 9/24/2019
CC: PERSONNEL FILE

Attached are the dismissal charges, which are the result of an investigation into allegations of unprofessional conduct, for Mr. Dave Davis, Goodrich High School Assistant Principal and Athletic Director.

Mr. Davis resigned while these charges were pending. The Goodrich Board of Education accepted Mr. Davis’s resignation at their meeting on September 23, 2019, without conducting a disciplinary hearing, based on said charges.

These charges will remain in Mr. Davis’s personnel file. As the agreement states, the district reserves the right to respond truthfully to any school district inquiry regarding unprofessional conduct, including any request made under MCL 380.1230b.

8029 SOUTH GALE ROAD
GOODRICH, MI 48438
GOODRICH AREA SCHOOLS

September __, 2019

Mr. Dave Cramer
Secretary, Board of Education
Goodrich Area Schools
8029 S Gayle Road
Goodrich, MI 48438

Re: Dismissal Charges Concerning Dave Davis

Dear Mr. Cramer:

I file these charges against Dave Davis, the High School Assistant Principal/Athletic Director, pursuant to his Contract of Employment with Goodrich Area Schools.

In summary, while employed as an administrator at Goodrich Area Schools, Mr. Davis used his position to identify and groom students who he would later approach for the purpose of requesting or offering to purchase naked “selfie” photographs of these students. On one occasion, he undertook this course of action while deeply intoxicated and while attempting to persuade recent Goodrich graduates, who were minors, to consume alcohol with him. When directed to refrain from contacting Goodrich stakeholders while on an administrative leave, he ignored the directive and attended a Girls’ Basketball Camp, where he engaged with Goodrich stakeholders.

I. GROOMING

While employed as an administrator at Goodrich Area Schools, Mr. Davis occupied a position of respect and prestige in the community as the Athletic Director/High School Assistant Principal. He used this position to ingratiate himself into the Goodrich community. During his time in these positions, he used his power, prestige and authority to befriend young high school girls who were students at Goodrich. Mr. Davis would befriend them and evaluate which of these girls he would pursue following graduation. After graduation, sometimes even on the night of graduation, Mr. Davis would begin efforts to establish a relationship with a student, often employing an escalating texting campaign on social media apps. This campaign included using apps to forward money to the girls on one or more occasions, and sometimes on a frequent basis. Mr. Davis then would begin to ask the girls to provide photographs of themselves, initially clothed, to which he would make comments about their physical attributes (such as “you are hot” or “you are a dime”). At times he would use emoji’s to connote his comments. Once a former female student was established on his social media network, Mr. Davis would approach the student and ask her for photographs of
her naked body, sometimes for free, and sometimes in exchange for the promise of money payment.

Examples of this behavior include the experiences of Students A, B, C, D, E, F and G.

**Student A**

1. Student A is a female graduate of Goodrich High School. Student A has great admiration for Mr. Davis, as she was his intern. Following Student A's graduation, Mr. Davis escalated his texting to her. He texted her and her friends to say they looked "hot" on Instagram postings.

2. Mr. Davis began texting money to Student A via Venmo, an app that permits money to be transacted between individuals. When Student A began going to the bar, Mr. Davis further escalated his texting and requests. He escalated his sending money to her. Student A eventually asked Mr. Davis to stop texting and sending money because she thought it was "getting weird."

3. Eventually, Mr. Davis began soliciting pictures. He began by commenting on her clothes, with phrases such as "that's a low cut shirt!" These requests escalated asking for pictures for money. At one point, he added Student A to a group in a chat app and asked the group "who wants money for nudes tonight?"

4. The solicitations continued this way for some time, with him asking for pictures of her breasts, telling her she was "hot" and asking her and her friends to pull their shirts down further when they would send photographs of themselves.

5. In seeking a picture of her breasts, Mr. Davis texted Student A with a statement that said "happy birthday b," which Student A understood to mean "happy birthday [boobs/breasts];"

**Student B**

1. Student B is a recent graduate of Goodrich Area Schools. Student B was coached by Mr. Davis while she was a student at Goodrich. When she was a senior, she was selected to intern in an office shared by Mr. Davis and Ms. Warden. Student B said that Mr. Davis did not give any "weird vibes" in high school.

2. Shortly after graduation, Mr. Davis added Student B to his Snap Chat and Instagram contact lists. He threw a party at a tavern (Buffalo Wild Wings) where he gave his interns for that year Tiger tickets and the use of his credit card for a Tiger game. Student B did not initially think that the texts she initially received or Mr. Davis' gifting the Tiger tickets and handing over his credit card were odd actions. This began to change after graduation. During sophomore year in college, if Student B posted anything, Mr. Davis would reply with statements like
“you’re a dime,” meaning she was a “10”. Sometimes, Mr. Davis would post a fire emoji, meaning Student B was “hot.”

3. Sometime in December of 2018, Student B posted a picture with her and some friends at Student B’s apartment. Mr. Davis replied with “happy birthday,” and then stated he was looking for a “snap partner” and would “pay her first, before [she sent] anything.” Then, Mr. Davis sent her a list of prices, that was broken down into 4 or 5 categories: such as a category for topless, one for naked, and the like. Student B was alarmed and upset. She left the chat.

4. In April and May of 2019, Student B began receiving texts from Mr. Davis again saying she was a “dime.” She did not reply. On April 13, Mr. Davis asked for Student B’s Venmo name. She sent it and asked why. He stated it “was so he could send her $50 for alcohol.” Student B told him she did not need alcohol, but he sent her $50 anyway, stating, coercively, “Since I sent you $50 you have to [Snap Chat] with me all night.”

**Student C**

1. Student C interned for Mr. Davis in her senior year. Student C perceived Mr. Davis’ attention to her and her female colleagues as simply “being nice.” Mr. Davis would help Student C and her friends. Student C states that Mr. Davis would go out of his way for female students and that boys told her this was “weird.”

2. Once Student C and her friends graduated, Mr. Davis added them to Snap Chat. Some were added on graduation day. After graduation, Mr. Davis threw a party at a tavern (Buffalo Wild Wings) where he gave them Tigers tickets and the use of his credit card for a Tiger game.

3. When Student C and her friends left for college, Mr. Davis began a practice sending Student C and her friends Snap Chat contacts late in the evening when their Snap Chat stories indicated that they were out and partying. On one occasion, Student C had returned to her apartment after attending a social gathering and posted that on Snap Chat. Mr. Davis asked if she were “done partying” and going to bed. She responded “yes.” When she went back downstairs, someone took another picture of her and her friends and posted it on Snap Chat. Mr. Davis texted her and indicated annoyance that she was not in bed, as she said earlier.

4. As Student C moved further from graduation, he began contacting her much more. Student C could see that he and Student A texted a lot. One text she saw from Mr. Davis to Student A said “happy birthday b.”

5. Student C became quite alarmed when Mr. Davis began to post fire emoji’s and tell them they were “dimes” when they would post pictures of Snap Chat. She
was alarmed because she thought he had been so close to her and her friends. On one occasion, Student C saw a text exchange between Mr. Davis and Student B. He asked her if she would send pictures. He sent her the price menu and told her “you pick”.

6. Student C began experiencing guilt because she knew what Mr. Davis was doing was wrong, but she did not want to ruin his life. She also felt guilty because of how close they were when she was in school.

7. Student C was so affected by the situation that she hated coming home to watch her brother play basketball. She would see her parents talking to Mr. Davis and it would give her an anxiety attack.

**Student D**

1. Student D met Mr. Davis in her junior year at Goodrich. He was a chaperone during a trip that she took with school to Paris, France.

2. Mr. Davis bought her a box of macaroons. Mr. Davis called her down to give her a box of macaroons after she returned and told her that he was thinking of her. This made her feel odd.

3. Student D stated that she had observed Mr. Davis gradually escalating his contacts with students once they graduate. She stated:

   He approaches] girls who are two or three years down the road. He determines, of the graduating female seniors, who are the next girls he will approach. He has a type...he looks for girls who party a lot.

**Student E**

1. Student E was an intern for Mr. Davis in high school. After high school, he began to text and Snap Chat her. He would send her heart eye emoji's.

2. Mr. Davis at one point sent her a text asking for a “birthday snap nude” and sent her $50 by Venmo. Student E was aware of Mr. Davis’ menu of prices for photographs for varying states of undress.

By pursuing escalating series of requests for photographs from former Goodrich students, which culminated in requests for photographs of their naked bodies, Mr. Davis, who enjoyed a position of trust and respect while in a position of authority at Goodrich, has demonstrated his moral unfitness to be employed in a position of trust and responsibility in the School District. The grooming activities he engaged in prior to the graduation of former Goodrich students dissipates any trust that the School District and the community may have in Mr. Davis not use his position as an educator and administrator to the harm of current and past students.
II. INTOXICATED INCIDENT AT MICHIGAN STATE UNIVERSITY

Mr. Davis pursued two former students of Goodrich after they had matriculated to Michigan State University. He encountered two of them at a local bar in East Lansing, and engineered an invitation back to their apartment, where he appeared with beer and hard liquor. He attempted to persuade them to drink with him, even though he knew they were underage and could not lawfully drink alcoholic beverages. He became intoxicated, and then began to ask to see the sex toys he believed they possessed, and to solicit photographs of their naked bodies. During this process, he showed photographs of other girls, possibly former Goodrich students, to the girls. Finally, he left the apartment, having failed to obtain the naked photographs he was asking for. More details of such misconduct is set forth below.

1. Students F, G, and H were former students of Goodrich Area Schools who shared an apartment at Michigan State University.

2. Mr. Davis ran into Student F at a bar, the Hop Cat, in East Lansing in 2018. He began talking to her and asked to come over to her apartment. After Student F left work, Mr. Davis again reached out to her via Snap Chat asking to come to her apartment “to catch up on what was going on in her life.”

3. When Mr. Davis arrived at the apartment of Student F, who was also in the company of Students G and H, he had a 24 pack of Coors beer and vodka and Jack Daniels with him. During the course of the evening, Mr. Davis became visibly intoxicated.

4. While at the apartment with Students F, G and H, Mr. Davis asked to see sex toys that he imagined they owned. Student F felt very uncomfortable because he had previously been an administrator at her alma mater as well as involved in the athletic program, in which she participated.

5. Mr. Davis began showing Students F, G and H photographs of other girls and told them he would pay girls via Venmo for naked pictures. Mr. Davis stated “I won’t tell you who, but there are other Goodrich grade I take care of. Although he would not show faces, he began to show naked pictures of other girls to Students F, G and H.

6. At one point in the interaction, Mr. Davis’ phone was screen-mirrored on the Students’ Apple TV and he snap chatted Student F asking for naked pictures.

7. Mr. Davis continued to attempt to persuade the Students to do shots.

8. The Students were so uncomfortable by Mr. Davis’ behavior that they invented a pretext to leave the apartment.
9. The evening ended with Mr. Davis driving home, over the objection of the Students, who believed he was too intoxicated to drive. He left the alcohol at the apartment.  

Mr. Davis’s attempts to furnish alcohol to Students F, G and H, who he knew were minors, as well as his showing him naked pictures of former Goodrich students, and soliciting them to furnish naked pictures of themselves, has demonstrated his moral unfitness to be employed in a position of trust and responsibility in the School District.

III. INSUBORDINATION

1. After opening an investigation into potential unprofessional conduct by Mr. Davis, the School District sent him a letter directing that he is “not to have contact with District employees or students except as may be necessary to assist in the investigation and as directed by the Superintendent.”

2. After receiving the letter, Mr. Davis appeared at a Girls’ Basketball Camp in which Goodrich students and families were participating. He talked to parents after the game and mixed with parents and students in direct violation of the directive from the School District.

Mr. Davis’ insubordinate actions above demonstrate that he was not able to obey the school’s simple directives relative to no-contact. Accordingly, his insubordination with respect to this relatively simple and direct matter establishes that he cannot be trusted to refrain from engaging in his grooming behavior with female students at the High School as previously discussed.

For these reasons, I am asking the Board of Education to adopt a resolution seeking dismissal of Mr. Davis in accordance with the procedures of his Contract.

Respectfully submitted,

Wayne Wright  
Superintendent
Hello Dave:

Attached is the letter that Mr. Wright, our Interim Superintendent, referenced in your phone conversation earlier today. We will see you on Thursday, August 15, 2019, at 10:00 a.m. in Central Office.

Please confirm that you have received this email.

Thank you.

Goodrich Area Schools
8029 South Gale Road
Goodrich, Michigan 48438
RESIGNATION CONTRACT AND RELEASE

This Resignation Contract and Release (hereafter "Agreement") is entered into by and between Dave Davis ("Employee") and the Goodrich Area Schools.

Employee agrees that, provided he is paid through September 30, 2019, as discussed below he will have been fully compensated for all wages and fringe benefits to which he is entitled under all of Goodrich Area Schools' policies, customs, plans, practices or any alleged contract;

...Employee acknowledges that he is currently able to work without limitations, either physical or mental;

...Except as otherwise stated in the applicable plan documents, all of Employee's other benefits shall terminate/have terminated as of Employee’s resignation effective date; and

...In consideration of the mutual covenants and promises stated below, the parties agree as follows:

AGREEMENT

1. Consideration. Provided that Employee signs this Agreement, and in exchange for Employee's irrevocable resignation in the form attached as Attachment 1, the comprehensive release of claims and other promises as provided herein as well as the agreements contained herein with respect to Employer and Employee, the Board agrees to:

   a. Continue to pay Employee his regular salary through September 30, 2019, less applicable deductions, taxes and withholding;

   b. Provide, in response to any non-school employment, inquiry a neutral letter of reference in the form of a letter with his name, hire date, resignation date and any positions held with Employer. Except as set forth in the first sentence of this...
paragraph 1(b), the School District reserves the right to respond truthfully to any inquiry regarding unprofessional conduct, including any request made under MCL 380.1230b.

2. **Resignation.** By his execution of this Agreement, Employee hereby submits his irrevocable resignation from his employment with the District, to be effective September 30, 2019, which is hereby accepted by the District, and without further action of the parties, is effective immediately. No later than the day following expiration of the seven-day revocation period below, the Employee will return all District property, keys, security codes and District records in his possession. Following the execution of this Agreement, and in perpetuity, Employee shall not come onto Goodrich Area Schools property, nor shall he attend any Goodrich event within the Goodrich Area Schools.

3. **General Release of All Claims.**

(a) In exchange for the promises and agreements of the District as contained herein, Employee, for himself and his heirs, successors, and assigns, hereby relinquishes, discharges, waives and releases the Goodrich Area Schools, its Board of Education, its past, present and future Board members (individually and collectively), administrators, employees, attorneys and agents ("Released Parties"), from any and all claims, causes of action, damages or liability of every kind, nature or description, whether known or unknown, including but not limited to: any claim under the Michigan Revised School Code, including but not limited to MCL 380.1229, any contractual claim, any claim arising from any applicable collective bargaining agreement, any claim for wrongful or constructive discharge, any and all claims under the Michigan Teachers' Tenure Act, MCL 38.71 et seq. or alleged State or Federal constitutional or civil rights violations; all State and Federal employment discrimination claims, including but not limited to, claims under the Michigan Elliott-
Larsen Civil Rights Act, Title VII of the Civil Rights Act of 1964 et seq., the Michigan Whistleblower Protection Act, the Americans with Disabilities Act, and all of its amendments to date, the Age Discrimination in Employment Act, the Michigan Persons with Disabilities Act, Section 504 of the Vocational Rehabilitation Act, the Family Medical Leave Act, the Fair Labor Standards Act and any reasonable extensions of or amendments to the foregoing Acts; any and all claims of lost wages, fringe benefits, or any other form of compensation, retroactive pay, front or back pay, seniority, claims for reinstatement, lost benefits or privileges of employment (including but not limited to accrued and unaccrued paid sick, personal days, or any other paid days, and any, technology reimbursement), claims of retaliation, tort claims, defamation and all claims for damages (compensatory, punitive, or otherwise), attorney fees and costs arising out of Employee's employment with the Employer. The intent and scope of this release is for Employee to waive all possible claims whatsoever arising directly or indirectly by reason of any act or omission in connection with any matter arising out of and during his employment with the District through the effective date of his resignation. Employee knowingly and voluntarily waives all of the foregoing claims in consideration for the payments and promises set forth in this Agreement. Employee fully understands and agrees that this release and waiver shall be interpreted in the broadest possible fashion consistent with applicable law and this Agreement.

(b) Without limiting the scope of Paragraph 3(a) of this Agreement, Employee acknowledges that any right or claim that he may have arising under the Age Discrimination in Employment Act ("ADEA"), whether known or unknown, arising
out of Employee’s hire, employment with or separation from Employer, up to and including the date this Agreement is signed by Employee, is hereby released and waived.

(c) Employee’s release of claims in Paragraphs 3(a) and (b) does not apply to those actions or proceedings that are not waivable by law or to a charge filed with a federal agency; however, subject to applicable law, Employee specifically waives any right to recover money damages or relief of any kind which may result from the filing of a charge with a federal agency.

4. **Return of Consideration.** This Agreement is binding and Employee agrees that if he files a lawsuit or claim of any type in any forum against any of the Released Parties that has been waived in connection with this Agreement, Employee agrees that the Employer shall be entitled to a return of any consideration paid under this Agreement and that this Agreement will constitute and may be pleaded as a bar to any such claim, action, cause of action or proceeding, and that in the event Employee files a lawsuit or claim in violation of this Agreement, he will pay all costs, expenses and any attorneys’ fees incurred by Employer in defending against such a lawsuit or claim. These payments will in no way affect the binding nature of this release.

5. **No Reemployment.** Employee agrees that he has no rights to reemployment, recall or rehire with Employer or its parents, subsidiaries, successors, predecessors or related entities. Employee also agrees that he will not in the future apply for, seek or accept reemployment or assignment with Employer.

6. **Knowing and Voluntary Acceptance.**

   (a) **Sufficient Time to Review Agreement.** Employee has had a sufficient amount of time totaling at least seven (7) days to consider the terms of this Agreement, to discuss all aspects of this Agreement with Employee's
attorney, if Employee chose to do that, at Employee's expense, and to decide whether to accept it.

(b) Knowing and Voluntary Acceptance. Employee has carefully read this Agreement, understands it, and is entering it knowingly and voluntarily, which means no one is forcing or pressuring Employee to sign it.

(c) No Reliance on Any Other Representation. In signing this Agreement, Employee has not relied upon any Employer representation or statement about the subject matter of this Agreement that is not set forth in this Agreement.

(d) Deadline for Acceptance. Employee must accept this Agreement, by signing it on or before September 20, 2019 or the offer contained in this Agreement will be withdrawn.

(e) Employee acknowledges that he did not experience any age discrimination during his employment or separation from employment and that he knows of no facts to support an age discrimination claim.

7. **Binding Effect.** This Agreement and all of its provisions are binding upon and shall inure to the benefit of, and are enforceable by and against the parties and their respective successors, heirs, spouses, family members, assigns, agents, devisees, and legal and personal representatives of the parties.

8. **Medicare.** Employee affirms that he is not, and has never been, a recipient of Medicare benefits. Employee affirms that he is under age 65 and is not otherwise eligible for Medicare, and that Medicare has not notified him of, and he is not aware of, any Medicare liens applicable to him or any Medicare conditional payments that have been made on his behalf. At the time this Agreement was entered into, Employee has not claimed any injuries arising from his employment with Employer. Employee agrees to assume responsibility for satisfaction of any and all rights to payment, claims or liens of any kind that arise from or are related to payments made or services provided to Employee that are not covered by his group health care coverage. This includes, but is not limited to, all Medicare conditional payments, subrogation
claims, liens, or other rights to payment relating to medical treatment that have been or may be asserted by any health care provider, insurer, or government entity. Employee shall hold Employer harmless from any action by Medicare seeking payment of any past, current or future medical expenses for Employee.

9. **Entire Agreement.** This Agreement and the documents related hereto and referenced herein constitute and comprise the entire understanding of the parties. There are no additional promises, representations, terms, or provisions other than those contained herein. This Agreement shall not be amended or modified except by a writing signed by all parties. If any provision of this Agreement is found to be unenforceable, the remainder of the Agreement shall be valid and enforceable.

10. **Enforceability and Interpretations.** This Agreement may be enforced in a court of competent jurisdiction. It is agreed and acknowledged that the proper venue for an action to enforce this Agreement shall be Genesee County, Michigan. This Agreement shall be construed pursuant to the laws of the State of Michigan and as a whole according to its fair meaning. It shall not be construed strictly for or against Employee or any Party.

*signatures appear on the following page*
Goodrich Area Schools

RE: Irrevocable Letter of Resignation

Dear Superintendent Wright:

I hereby submit my irrevocable letter of resignation from employment with Goodrich Area Schools (the "District"), to be effective September 30, 2019.

Sincerely,

Dave Davis
To indicate their assent to and acceptance of the terms of this Agreement, the parties have executed it on the dates indicated below.

EMPLOYEE

Dated: 9/14/2019

Dave Davis

GOODRICH AREA SCHOOLS

Dated: 9/18/2019

By: [Signature]

Its: President of the Board of Education
Goodrich Area Schools