

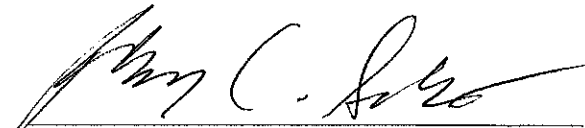
**BEFORE THE ALABAMA
STATE PERSONNEL BOARD
IN THE MATTER OF**

Vanessa Wilson ,)	
)	
Appellant,)	CASE NO. 21-08-RCS
)	
v.)	
)	
Department of Human Resources,)	
)	
Appellee.)	

**RECOMMENDATION TO
THE PERSONNEL BOARD**

The parties have notified the undersigned that the above case has been settled. The parties have produced the appropriate settlement document, which is attached hereto as Exhibit A. It is the recommendation of the undersigned this cause should be DISMISSED WITH PREJUDICE.

Done this the 10th day of December 2020.



Randy C. Sallé
Administrative Law Judge
State Personnel Department
64 North Union Street
Montgomery, Alabama 36130
Telephone: (334) 242-8353
Facsimile: (334) 353-9901

VIA E-MAIL AND FIRST CLASS U.S. MAIL:

Jason Manasco, Esq.
Alabama State Employees Association
110 North Jackson Street
Montgomery, Alabama 36104
Telephone: (334) 293-3022
E-mail: Jason_Manasco@asea.org

VIA E-MAIL AND FIRST CLASS U.S. MAIL:

Kimberly Dobbs, Esq.
Department of Human Resources
50 North Ripley Street
Montgomery, Alabama 36130-4000
Telephone: (334) 242-9340
E-mail: Kimberly.Dobbs@dhr.alabama.gov



Kay Ivey
Governor

State of Alabama
Department of Human Resources

S. Gordon Persons Building
50 Ripley Street
Post Office Box 304000
Montgomery, Alabama 36130-4000
(334) 242-1310
<http://dhr.alabama.gov>



Nancy T. Buckner
Commissioner

December 10, 2020

Judge Randy C. Sallé
Administrative Law Judge
State of Alabama
Personnel Department
300 Folsom Administrative Building
Montgomery, AL 36130-4100

RE: *Vanessa Wilson v. DHR*

Dear Judge Sallé:

Attached you will find a signed Agreement resolving all issues regarding the above-referenced matter.

Thank you for your assistance in the matter. If you have any questions, please call me at (334) 242-9330.

Sincerely,

Handwritten signature of Kimberly J. Dobbs in cursive.

Kimberly J. Dobbs
Assistant Attorney General
kimberly.dobbs3@dhr.alabama.gov

AGREEMENT

This Agreement, entered into on the 8th day of December, 2020, is between VANESSA WILSON hereinafter ("Wilson") and the MACON COUNTY DEPARTMENT OF HUMAN RESOURCES ("MCDHR") hereinafter who, in consideration of the promises made herein, do firmly bind themselves and agree as follows:

1. WILSON knowingly and voluntarily agrees to waive her right to an appeal to the State Personnel Board and will contemporaneously herewith dismiss her appeal. WILSON understands the charges against her outlined in the charge letter and understands that violations of the Board Rules are serious offenses. WILSON both voluntarily requested and consented to the waiver of the appeal and has elected to dismiss the same under no duress and understands fully all of her rights. MCDHR agrees to the dismissal of the appeal.

2. WILSON shall be allowed to resign her position with the Macon County Department of Human Resources effective November 19, 2020.

3. WILSON agrees to not seek future employment with any office of the Alabama Department of Human Resources. In consideration of such assurance, MCDHR agrees that WILSON will be designated as recommended for re-employment with other State agencies on the Recommendation for Personnel Action (Form 11).

4. WILSON hereby represents that she has no claims of any nature against MCDHR or the Alabama Department of Human Resources. WILSON further releases

and forever discharges any claims of any nature whatsoever that she, or any of her heirs, successors, assigns, and personal representatives may have against MCDHR and Alabama Department of Human Resources, and any of its agents taken or occurring, and/or made known to WILSON, on or before the date hereof.

5. WILSON specifically agrees that she has not been subjected to any sort of impermissible employment discrimination during her employment with the MCDHR; that she has not, and is not, making any complaints related to impermissible employment discrimination.

6. This Agreement is enforceable as a contract between the parties. A violation of this Agreement may be used as grounds for a lawsuit for breach of contract in state or federal court.

7. Except to the extent expressly provided in this Agreement, nothing contained herein is intended or will be construed as altering, superseding or amending: (a) any rule, law or regulation of the Alabama State Personnel Department, the Alabama Department of Human Resources, or any department or agency of the State of Alabama; or (b) the Alabama State Merit System.

8. This Agreement shall forever bind the parties and their successors, heirs, assigns, and personal representatives, as well as all persons and all entities acting in concert with such parties.

Wilson
Vanessa Wilson - Party

12/8/2020
Date

Manas
Manas
Attorney for Vanessa Wilson

12/9/2020
Date

Allen
Tonya Allen, Director
Macon County Department of Human Resources

12/9/2020
Date

Dobbs
Kimberly Dobbs
Assistant Attorney General DHR

12-9-20
Date

Lever
Kelly M. Lever
DHR Personnel Director

12/10/20
Date