

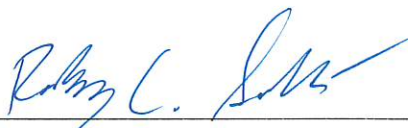
**BEFORE THE ALABAMA
STATE PERSONNEL BOARD
IN THE MATTER OF**

Benjamin Hinton,)	
)	
Appellant,)	CASE NO. 21-05-RCS
)	
v.)	
)	
Department of Mental Health,)	
)	
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 March 2021.



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:

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**BEFORE THE ALABAMA
STATE PERSONNEL BOARD**

IN THE MATTER OF:)
)
BENJAMIN HINTON,)
)
Appellant,)
)
 v.)
)
ALABAMA DEPT OF MENTAL HEALTH,)
)
Appellee.)

Case No.: 21-05-RCS

AGREEMENT

In that the parties to this Agreement, BENJAMIN HINTON, the Alabama Department of Mental Health [hereinafter, Department], and Taylor Hardin Secure Medical Facility [hereinafter, THSMF], a facility of the Department, desire to reach an understanding concerning the appeal by BENJAMIN HINTON of his termination from employment with the Department/THSMF, it is hereby agreed and understood as follows:

1. BENJAMIN HINTON withdraws the administrative appeal of his dismissal from employment with the Department/THSMF.
2. The Department/THSMF agree to permit BENJAMIN HINTON to resign from his position as a Mental Health Worker I, with the Department/THSMF and said resignation is to be considered in lieu of termination.
3. By signing this Agreement BENJAMIN HINTON voluntarily resigns his position as a Mental Health Worker I, with the Department/THSMF and agrees that he is not owed or entitled to any form of compensation from the Department/THSMF; whether in the form of any

income, benefits, accrued leave of any kind, damages of any kind or unemployment compensation.

4. The Department agrees to complete an amended Personnel Action Form in connection with the separation of BENJAMIN HINTON from employment with the Department/THSMF. This amended Personnel Action Form will show BENJAMIN HINTON as having left employment with the Department/THSMF by resignation. The amended form will be forwarded to the Alabama State Personnel Department.

5. It is understood that the above-described Personnel Action Form will show BENJAMIN HINTON as Recommended for Re-employment on the condition that upon execution of this Agreement, BENJAMIN HINTON agrees to never seek or accept employment with the Department, any Department facility (including Taylor Hardin Secure Medical Facility) any contractors to the Department and its facilities nor any Department certified providers, in any job classification capacity.

6. BENJAMIN HINTON agrees to release all claims for any damages of any kind related to his employment with the Department/THSMF, whether known or unknown, foreseen, unforeseen, patent or latent, which he may now have, or may hereafter have, against the Department, its facilities, THSMF, the State of Alabama, its agents, employees, officers, directors and servants; individual and/or official capacities.

7. BENJAMIN HINTON specifically agrees that he has not been subjected to any sort of impermissible employment discrimination during his employment with the Department/THSMF; that he has not, and is not, making any complaints related to impermissible employment discrimination.

8. 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.


9. 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 Mental Health, or any department or agency of the State of Alabama; or (b) the Alabama State Merit System.

10. This Agreement contains the entire understanding of the parties and there are no representations, warranties, covenants or understandings other than those expressly set forth herein.

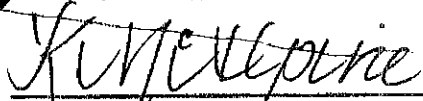
11. By signing, BENJAMIN HINTON acknowledges that he is under no duress or coercion by any party to enter into this Agreement and does so freely, willingly and knowingly, without promise of any other terms not specifically listed herein.


BENJAMIN HINTON (Appellant)

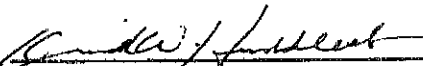
02/11/20
Date


John Lee Mianasco
Attorney for Appellant

02/17/2021
Date


Kimberly McAlpine
Facility Director, THSMF

3/9/2021
Date


David W. Huddleston
Attorney for the Alabama Department of
Mental Health

3/5/2021
Date