

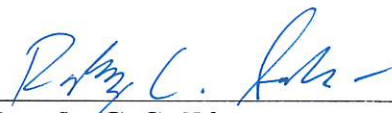
**BEFORE THE ALABAMA  
STATE PERSONNEL BOARD  
IN THE MATTER OF**

<b>Albert Williams,</b>	)	
	)	
<b>Appellant,</b>	)	<b>CASE NO. 21-04-RCS</b>
	)	
<b>v.</b>	)	
	)	
<b>Department of Mental Health,</b>	)	
	)	
<b>Appellee.</b>	)	

**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 10<sup>th</sup> 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:** )  
 )  
**ALBERT L. WILLIAMS,** )  
 )  
**Appellant,** )  
 )  
**v.** )  
 )  
**ALABAMA DEPT OF MENTAL HEALTH,** )  
 )  
**Appellee.** )

**Case No.: 21-04-RCS**

**AGREEMENT**

In that the parties to this Agreement, ALBERT L. WILLIAMS, 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 ALBERT L. WILLIAMS of his termination from employment with the Department/THSMF, it is hereby agreed and understood as follows:

1. ALBERT L. WILLIAMS withdraws the administrative appeal of his dismissal from employment with the Department/THSMF.
2. The Department/THSMF agree to permit ALBERT L. WILLIAMS 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 ALBERT L. WILLIAMS 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 ALBERT L. WILLIAMS from employment with the Department/THSMF. This amended Personnel Action Form will show ALBERT L. WILLIAMS 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 ALBERT L. WILLIAMS as Recommended for Re-employment on the condition that upon execution of this Agreement, ALBERT L. WILLIAMS 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. ALBERT L. WILLIAMS 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. ALBERT L. WILLIAMS 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, ALBERT L. WILLIAMS 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.

  
ALBERT L. WILLIAMS (Appellant)

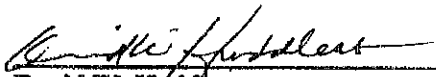
2/16/21  
Date

  
Jason Lee Manasco  
Attorney for Appellant

02/22/2021  
Date

  
Kimberly McAlpine  
Facility Director, THSMF

3/9/2021  
Date

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

3/5/2020  
Date