

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

<b>Sylvester Stevenson,</b>	)	
	)	
<b>Appellant,</b>	)	<b>CASE NO. 22-14-RCS</b>
	)	
<b>v.</b>	)	
	)	
<b>Department of Finance,</b>	)	
	)	
<b>Appellee.</b>	)	

**RECOMMENDED ORDER TO THE STATE 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 4<sup>th</sup> day of April 2022.



**Randy C. Sallé**  
Administrative Law Judge  
State Personnel Department  
64 North Union Street  
Montgomery, Alabama 36130  
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**VIA EMAIL AND FIRST-CLASS U.S. MAIL:**

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**BEFORE THE ALABAMA  
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IN THE MATTER OF**

<b>SYLVESTER ANTOINE STEVENSON</b>	)	
	)	
<b>Appellant,</b>	)	<b>Case No. 22-14-RCS</b>
	)	
<b>v.</b>	)	
	)	
<b>DEPARTMENT OF FINANCE</b>	)	
	)	
<b>Appellee.</b>	)	

**SETTLEMENT AGREEMENT BETWEEN SYLVESTER ANTOINE STEVENSON  
AND THE STATE OF ALABAMA DEPARTMENT OF FINANCE**

COMES NOW Sylvester Antoine Stevenson, the employee, and the State of Alabama Department of Finance hereinafter the “Department of Finance”, the employer, and hereby reach the following agreement concerning the events surrounding the ending of Sylvester Antoine Stevenson’s employment with the Department of Finance on or about February 8, 2022.

Whereas Sylvester Antoine Stevenson was employed by the Department of Finance through February 8, 2022, and

Whereas the Department of Finance recommended that Sylvester Antoine Stevenson be terminated as of February 8, 2022, and

Whereas Sylvester Antoine Stevenson appealed his termination to the State of Alabama Personnel Department, and

Whereas the parties wish to enter into an agreement resolving this employment matter. It is hereby agreed to by the parties as follows:

1. That the termination of Sylvester Antoine Stevenson dated February 8, 2022, shall be withdrawn or set aside by the Department of Finance and Sylvester Antoine Stevenson shall voluntarily resign as of February 8, 2022.

2. Upon receipt of resignation, Department of Finance will submit a new recommendation for Personnel Action Form 11 revised 9/08, which shows that reemployment is recommended under Section 34 for reemployment with the State and shows that Sylvester Antoine Stevenson resigned under section 17.
3. With respect to any employment inquiries concerning Sylvester Antoine Stevenson, the State Finance Department, Division of Personnel shall inform the inquirer the dates of employment of Sylvester Antoine Stevenson, that he resigned as of February 8, 2022, at the time he was employed as a Staff Budget Analyst, and he has been recommended for reemployment with the state. This requirement will end on April 1, 2026.
4. Sylvester Antoine Stevenson will not apply for reemployment with the State Finance Department; however, Mr. Stevenson has the right to seek employment with any other state agency, with reemployment recommended.
5. Sylvester Antoine Stevenson agrees to release all claims for any damages or other relief of any kind related to his employment with Alabama Department of Finance, whether known or unknown, whether foreseen or unforeseen, and whether patent or latent, which he may have now against Alabama Department of Finance. This release of all claims for any damages or other relief in connection with the Agreement extends to the State of Alabama, its departments or agencies, its agents, employees, officers, directors, and servants.
6. Sylvester Antoine Stevenson agrees he is not entitled to unemployment compensation related to his employment with the Alabama Department of Finance. The parties agree to jointly notify the Alabama Department of Labor, Unemployment Compensation Division that he resigned effective February 8, 2022. Sylvester Antoine Stevenson agrees to take

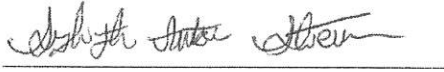
any other actions reasonably required to withdraw his application for unemployment compensation.

7. Sylvester Antoine Stevenson specifically agrees he has not been subjected to any impermissible employment discrimination during his employment with Alabama Department of Finance and has not, and is not, making any complaints related to impermissible employment discrimination.
8. 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 Alabama Department of Finance, the State of Alabama Personnel Department, or any Department of the State of Alabama, or (b) the State Merit System.
9. Notwithstanding any provision of this Agreement and any incorporations or amendments hereto, Alabama Department of Finance does not release or waive, expressly or impliedly, the right to assert sovereign immunity or any other available affirmative or defensive right or claim under state or federal law.
10. The parties also agree that they shall bear their own attorney fees and costs, if any, incurred in creating and executing this Agreement.
11. Alabama Department of Finance will maintain a copy of this Agreement in a supplemental file to Sylvester Antoine Stevenson's official Alabama Department of Finance work history file and will secure, maintain, and dispose of the file in accordance with existing Alabama Department of Finance policies and procedures or those that may hereinafter be established.
12. This writing contains the entire understanding and agreement of the parties and there are no representations, warranties, covenants, or understandings other than those expressly

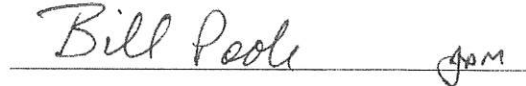


set forth herein. This Agreement shall become effective upon the affixing of the signatures of the parties and their representatives, and the approval of the State of Alabama Personnel Department.

Done this the 1<sup>st</sup> day of April, 2022.



Sylvester Antoine Stevenson

 *gam*

State of Alabama Department of Finance

by Bill Poole

its DIRECTOR

\_\_\_\_\_  
State of Alabama Personnel Department

by \_\_\_\_\_

its \_\_\_\_\_