

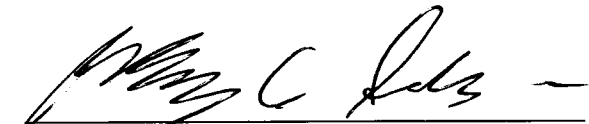
**BEFORE THE ALABAMA
STATE PERSONNEL BOARD
IN THE MATTER OF**

Marquita Little,)	
)	
Appellant,)	
)	
v.)	Case No. 19-25-RCS
)	
Alabama Department of Mental)	
Health,)	
)	
Appellee.)	

**RECOMMENDATION TO
THE STATE PERSONNEL BOARD**

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

Done, this the 24th day of June 2019.



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

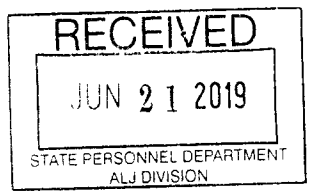
Copies to:

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

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A



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

MARQUITA LITTLE,)
)
 Appellant,)
)
 v.)
)
 ALA. DEPT. OF MENTAL HEALTH,)
)
 Appellee.)

Case No.: 19-25-RCS

AGREEMENT

In that the parties to this Agreement, MARQUITA LITTLE, the Alabama Department of Mental Health [hereinafter, Department], and Bryce Hospital [hereinafter, Bryce], a facility of the Department, desire to reach an understanding concerning the appeal by MARQUITA LITTLE of her termination from employment with the Department/Bryce, it is hereby agreed and understood as follows:

1. MARQUITA LITTLE withdraws the administrative appeal of her dismissal from employment with the Department/Bryce.
2. The Department/Bryce agree to permit MARQUITA LITTLE to resign her position as a Mental Health Worker I, with the Department/Bryce.
3. By signing this Agreement MARQUITA LITTLE voluntarily resigns her position as a Mental Health Worker I, with the Department/Bryce.
4. The Department agrees to complete an amended Personnel Action Form in connection with the separation of MARQUITA LITTLE from employment with the Department/Bryce. This amended Personnel Action Form will show MARQUITA LITTLE as

having left employment with the Department/Bryce 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 MARQUITA LITTLE as Recommended for Re-employment on the condition that upon execution of this Agreement, MARQUITA LITTLE agrees to never seek or accept employment with the Department, any Department facility (including Bryce Hospital) or any contractors to the Department and its facilities, in any job classification capacity.

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

7. MARQUITA LITTLE specifically agrees that she has not been subjected to any sort of impermissible employment discrimination during her employment with the Department/Bryce; that she 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.

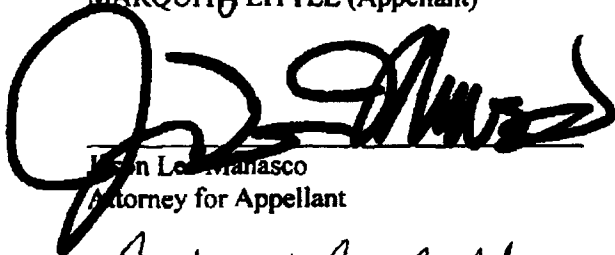
9. Except to the extent expressly provided in this Agreement, nothing contained herein is intended or will be construed as altering, superseding or amending: (a) any rule, law or regulation of the Alabama State Personnel Department, the Alabama Department of Mental Health, or any department or agency 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.

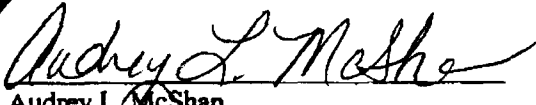
11. By signing, MARQUITA LITTLE acknowledges that she is under no duress or coercion by any party to enter into this Agreement and does so freely, willingly and knowingly, without promise of any other terms not specifically listed herein.


MARQUITA LITTLE (Appellant)

6-18-19
Date


John Lo Manasco
Attorney for Appellant

06/17/19
Date


Audrey L. McShan
Facility Director, Bryce

6/21/19
Date

DAVID.WYATT.HUDDLESTON
LESTON
David W. Huddleston
Attorney for the Alabama Department of
Mental Health

Digitally signed by DAVID.WYATT.HUDDLESTON
DN: cn=DAVID.WYATT.HUDDLESTON, o=Alabama
Department of Mental Health, ou=Legal Division,
email=david.huddleston@alabama.gov, c=US
Date: 2019.06.18 13:46:09 -0500

June 18, 2019
Date