

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

**Rossalyn Smith,**

)

)

**Appellant,**

)

)

**v.**

)

**Case No. 19-24-RCS**

)

**Alabama Department of Mental  
Health,**

)

)

)

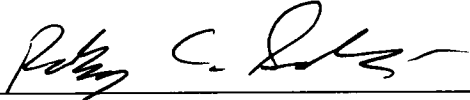
**Appellee.**

)

**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 30<sup>th</sup> day of July 2019.

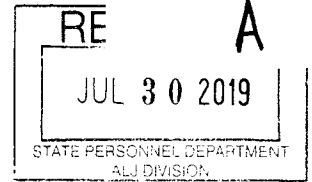
  
\_\_\_\_\_  
Randy C. Sallé  
Administrative Law Judge  
State Personnel Department  
64 North Union Street  
Montgomery, Alabama 36130  
Telephone: (334) 242-8353  
Facsimile: (334) 353-9901

Copies to:

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

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

**ROSSALYN SMITH,** )  
 )  
 **Appellant,** )  
 )  
 **v.** )  
 )  
 **ALA. DEPT. OF MENTAL HEALTH,**)  
 )  
 **Appellee.** )

**Case No.: 19-24-RCS**

**AGREEMENT**

In that the parties to this Agreement, ROSSALYN SMITH, 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 ROSSALYN SMITH of her termination from employment with the Department/Bryce, it is hereby agreed and understood as follows:

1. ROSSALYN SMITH withdraws the administrative appeal of her dismissal from employment with the Department/Bryce.
2. The Department/Bryce agree to permit ROSSALYN SMITH to resign her position as a Mental Health Worker I, with the Department/Bryce.
3. By signing this Agreement ROSSALYN SMITH 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 ROSSALYN SMITH from employment with the Department/Bryce. This amended Personnel Action Form will show ROSSALYN SMITH 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 ROSSALYN SMITH as Recommended for Re-employment on the condition that upon execution of this Agreement, ROSSALYN SMITH 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. ROSSALYN SMITH 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. ROSSALYN SMITH 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.

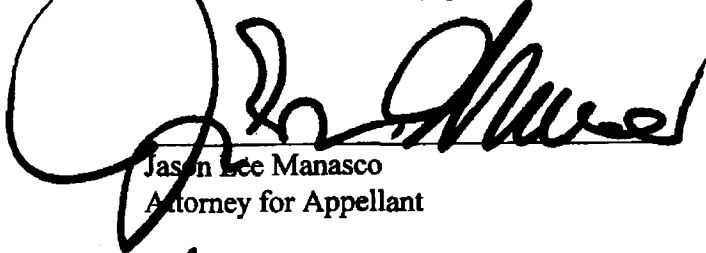
9. Except to the extent expressly provided in this Agreement, nothing contained herein is intended or will be construed as altering, superseding or amending: (a) any rule, law or regulation of the Alabama State Personnel Department, the Alabama Department of Mental Health, or any department or agency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

  
ROSSALYN SMITH (Appellant)

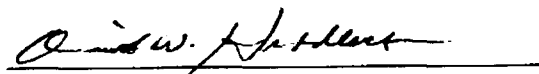
July-17-2019  
Date

  
Jason Lee Manasco  
Attorney for Appellant

07/22/2019  
Date

  
Audrey L. McShan  
Facility Director, Bryce Hospital

7/29/19  
Date

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

7-30-2019  
Date