


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

<b>Lakisha Shepherd,</b>	)	
	)	
<b>Appellant,</b>	)	<b>CASE NO. 24-15-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 30<sup>th</sup> day of August 2024.

  
\_\_\_\_\_  
**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:**

Jason Manasco, Esq.  
Alabama State Employees Association  
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Alabama Department of Mental Health  
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BEFORE THE ALABAMA STATE  
PERSONNEL BOARD

IN THE MATTER OF:

LAKISHA SHEPHERD  
APPELLANT,

v.

ALABAMA DEPT. OF MENTAL HEALTH,  
APPELLEE.

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Case No.:

AGREEMENT

COMES NOW the parties to this Agreement, LAKISHA SHEPHERD, the Appellant, the Alabama Department of Mental Health ("ADMH"), and the Mary Starke Harper Geriatric Psychiatry Center ("Harper Center"), a facility of the Department, and desire to reach an understanding concerning the appeal by LAKISHA SHEPHERD of her termination from employment with ADMH/Harper Center, it is hereby agreed and understood as follows:

1. LAKISHA SHEPHERD withdraws the administrative appeal of her dismissal from employment with the ADMH/Harper Center.
2. ADMH/Harper Center agree to permit LAKISHA SHEPHERD to resign from her position as a Mental Health Technician Senior with ADMH/Harper Center and said resignation is to be considered in lieu of termination.
3. By signing this Agreement, LAKISHA SHEPHERD voluntarily resigns her position as a Mental Health Worker Technician Senior with ADMH/Harper Center and agrees that she is not owed or entitled to any form of compensation from ADMH/Harper Center, whether in the form of any income, benefits, accrued leave of any kind, damages of any kind or unemployment compensation.

4. ADMH/Harper Center agrees to complete an amended Personnel Action Form in connection with the separation of LAKISHA SHEPHERD from employment with ADMH/Harper Center. This amended Personnel Action Form will show LAKISHA SHEPHERD as having left employment with ADMH/Harper Center 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 LAKISHA SHEPHERD as Recommended for Re-employment on the condition that upon execution of this Agreement, LAKISHA SHEPHERD agrees to never seek or accept employment with ADMH, any ADMH facility (including the Harper Center), any contractors to ADMH and its facilities nor any ADMH certified providers, in any job classification capacity.

6. LAKISHA SHEPHERD agrees to release any and all claims whatsoever for any damages of any kind whatsoever related to her employment with ADMH/Harper Center, whether known or unknown, foreseen, unforeseen, patent or latent, which she may now have, or may hereafter have, against ADMH, its facilities, Harper Center, the State of Alabama, its agents, employees, officers, directors and servants, in individual and/or official capacities.

7. LAKISHA SHEPHERD specifically agrees that she has not been subjected to any sort of impermissible employment discrimination during her employment with ADMH/Harper Center whatsoever, that she has not, and is not, making any complaints related to any type of 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.

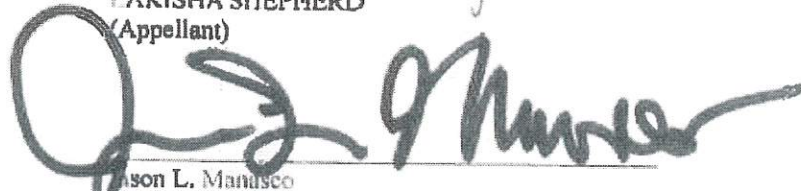
9. Except to the extent expressly provided in this Agreement, nothing contained herein is intended or will be construed as altering, superseding or amending: (a) any rule, law or regulation of the Alabama State Personnel Department, the Alabama Department of Mental Health, or any department or agency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

  
LAKISHA SHEPHERD  
(Appellant)

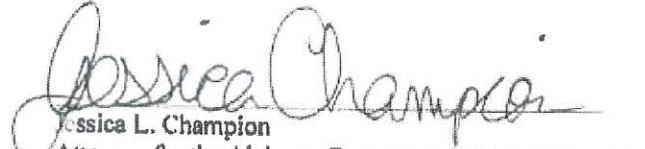
05/13/2024  
Date

  
Jason L. Manasco  
Attorney for Appellant

05/16/2024  
Date

  
Sonja Rawls  
Facility Director,  
Mary Starke Harper Geriatric Psychiatry Center

7/20/24  
Date

  
Jessica L. Champion  
Attorney for the Alabama Department of Mental Health

7-26-2024  
Date