

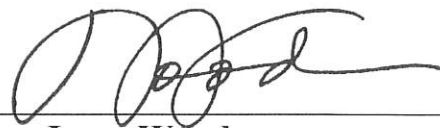
**BEFORE THE ALABAMA
STATE PERSONNEL BOARD
IN THE MATTER OF**

Sheila Adams,)	
)	
Appellant,)	CASE NO. 22-30-JJW
)	
v.)	
)	
Alcoholic Beverage Control Board,)	
)	
Appellee.)	

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 20th day of September 2022.



James Jerry Wood
Administrative Law Judge
State Personnel Department
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VIA EMAIL AND FIRST-CLASS U.S. MAIL:

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BEFORE THE STATE OF ALABAMA STATE PERSONNEL BOARD

IN THE MATTER OF)	
)	
SHEILA ADAMS)	
)	
Appellant)	
v.)	Case No. 22-30-JJW
)	
ALABAMA ALCOHOLIC)	
BEVERAGE CONTROL BOARD)	
)	
Appellee)	

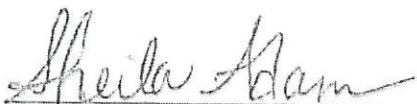
**SETTLEMENT AGREEMENT AND JOINT MOTION
FOR DISMISSAL OF APPEAL WITH PREJUDICE**

This written agreement is entered into by the Appellant, Sheila Adams, and the Appellee, the Alabama Alcoholic Beverage Control Board (the Agency). Both parties desire to reach a settlement concerning Adams’s termination from employment with the Agency. Accordingly, subject to the approval of Alabama State Personnel Department, it is hereby understood, and the parties agree as follows:

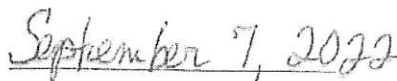
1. Ms. Adams was terminated from her job as an ABC-Sales Associate I effective July 20,2022, principally because of her alleged failure to keep in contact with her manager and district supervisor while on medical leave without pay, as well as the absences associated with said leave, and that Adams provided a fitness for duty statement only after three requests. Moreover, it was also alleged that when Adams texted the fitness for duty statement, it was illegible.
2. In a letter dated August 9, 2022, Ms. Adams gave her notice of appeal to State Personnel.

3. In reviewing the required filings, the Agency determined that Adams updated her manager and the district supervisor in a timely manner about the status of her medical treatment and availability, and that she provided a legible copy of her fitness for duty statement on July 12, 2022, the same day she received it from her healthcare provider. In light of these facts, the Agency determined that Adams should not have been terminated from her job and agrees that she is to be returned to her job with the Agency. Additionally, the Agency agrees that Adams should be paid back pay as offset by wages earned during her displacement from her employment.
4. The Agency reemployed Adams as an ABC-Sales Associate I effective September 9, 2022.
5. During the period of July 20, 2022, and September 9, 2022, Ms. Adams earned no interim wages.
6. In compliance with 36-26-27(a) Code of Alabama 1975, the Agency shall pay to Ms. Adams back pay for the period from July 20, 2022, through September 9, 2022. This represents the after-tax net sum owed to Adams.
7. The Agency shall reinstate Adams's annual leave and sick leave for the period of July 20, 2022, through September 9, 2022.
8. Ms. Adams agrees to release all claims for any damages or other relief of any kind related to her employment with the Agency, whether known or unknown, whether foreseen or unforeseen and whether patent or latent, which she may now have, or may hereafter have against the Agency. This release of all claims for any damages or other relief in connection with this settlement agreement extends to the State of Alabama, its departments or agencies, its agents, employees, officers, directors and servants.

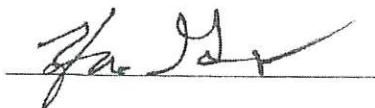
9. Except to the extent expressly provided in this Agreement, nothing contained herein is intended or will be construed as altering, superseding, or amending: (a) any rule, law or regulation of the State Personnel Department, the Alabama Alcoholic Beverage Board, or any Department of the State of Alabama; or (b) the State Merit System.
10. 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.
11. This agreement shall become effective upon the affixing of the signatures of the parties and their representatives and the approval of the State Personnel Department.



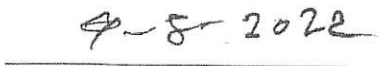
Sheila Adams, Appellee



Date



H.M. Gipson, Administrator



Date

Prepared by:

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