

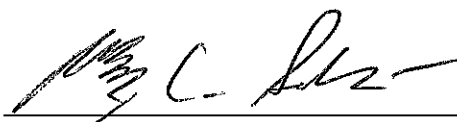
**BEFORE THE ALABAMA
STATE PERSONNEL BOARD
IN THE MATTER OF**

KARRIE MARTIN,)	
)	
Appellant,)	CASE NO. 21-18-RCS
)	
v.)	
)	
Department of Human Resources,)	
)	
Appellee.)	

**RECOMMENDATION TO
THE PERSONNEL BOARD**

On September 16, 2021, the parties 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 16th day of September, 2021.



Randy C. Salle'
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

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BEFORE THE ALABAMA STATE PERSONNEL BOARD

KARRIE MARTIN,)
)
APPELLANT,)
)
VS.) **CASE NO.: 21-18-RCS**
)
DEPARTMENT OF HUMAN)
RESOURCES)
)
APPELLANT)

AGREEMENT

In that the parties to this agreement, Karrie Martin and the Alabama and Cullman County Department of Human Resources (hereinafter, Department), desire to reach an understanding concerning the appeal by Karrie Martin of her termination from employment with the Department, and upon consideration of the promises made herein, it is agreed and understood as follows:

1. Karrie Martin withdraws the administrative appeal (Case No.: 19-34-RCS) of her dismissal from employment with the Department.
2. The Department agrees to permit Karrie Martin to resign her position as a Senior Social Worker II with the Department.
3. By signing this Agreement, Karrie Martin voluntarily resigns her position as a Senior Social Worker II with the Department.
4. The Department agrees to complete an amended Personnel Action Form 11 in connection with the separation of Karrie Martin from employment with the

Department. This amended Personnel Action Form will show Karrie Martin as having left employment with the Department by resignation. The amended form will be forwarded to the Alabama State Personnel Department.

5. It is understood that the above referenced Personnel Action Form will show Karrie Martin as Recommended for Re-employment on the condition that the upon execution of this agreement Karrie Martin agrees to never seek or accept employment with the Department, any Department facility or any contractors to the Department and its facilities, in any job classification capacity. It is understood that the term Department includes the Alabama Department of Human Resources and all county Departments of Human Resources.
6. Karrie Martin agrees to release all claims for any damages of any kind related to her employment with the Department, whether known or unknown, foreseen, unforeseen, patent or latent, which she may have now, or may hereafter have, against the Department, or the State of Alabama, and against the Department, or state of Alabama's agents employees, officers directors and servants, individuals and/or official capacities.
7. Karrie Martin specifically agrees that she has not been subjected to any sort of impermissible employment discrimination during her employment with the Department, and has not, and is not, making any complaints related to impermissible employment discrimination.
8. This Agreement is an enforceable contract between the parties. A violation of the 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 State Personnel Department, the Department of Human Resources, or any department or agency of the State of Alabama; (b) the 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, Karrie Martin acknowledges that she has consulted with her attorney and is under no coercion by any party to enter into his Agreement and does so freely, willingly, and knowingly, without promise of any other terms not specifically listed herein.

12. The Agreement shall become effective upon the affixing of the signatures of the parties and their representatives and the approval of the State Personnel Department.



Karrie Martin

9-15-21

Date



Gregory Yagnum, Attorney for Karrie Martin

9-15-21

Date



Amy Smith, Director
Cullman County Department of Human Resources

9-15-21

Date



Joshua J. Lane, Assistant Attorney General
Alabama Department of Human Resources

9-16-21

Date