

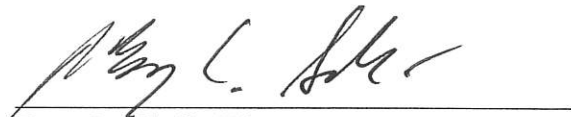
**BEFORE THE ALABAMA  
STATE PERSONNEL BOARD  
IN THE MATTER OF**

<b>Keelin Bailey,</b>	)	
	)	
<b>Appellant,</b>	)	<b>CASE NO. 23-04-RCS</b>
	)	
<b>v.</b>	)	
	)	
<b>Department of Mental Health,</b>	)	
	)	
<b>Appellee.</b>	)	

**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 14<sup>th</sup> day of November 2022.



**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 EMAIL AND FIRST-CLASS U.S. MAIL:**

David Huddleston, Esq.  
Assistant Attorney General  
Alabama Department of Mental Health  
1651 Ruby Tyler Parkway  
Tuscaloosa, Alabama 35404  
Telephone: (205) 507-8170  
Email: [david.huddleston@bryce.mh.alabama.gov](mailto:david.huddleston@bryce.mh.alabama.gov)

Jason Manasco, Esq.  
110 N. Jackson Street  
Montgomery, Alabama 36104  
Telephone: (334) 293-3022  
Email: [Jason\\_Manasco@asea.org](mailto:Jason_Manasco@asea.org)

BEFORE THE ALABAMA  
STATE PERSONNEL BOARD  
IN THE MATTER OF

KEELIN C. BAILEY,

Appellant,

v.

ALABAMA DEPARTMENT OF  
MENTAL HEALTH,

Appellee.

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Case No.: \_\_\_\_\_

AGREEMENT

In that the parties to this Agreement, KEELIN C. BAILEY, 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 KEELIN C. BAILEY, of his termination from employment with the Department/Bryce, it is hereby agreed and understood as follows:

1. KEELIN C. BAILEY, withdraws the administrative appeal of his dismissal from employment with the Department/Bryce.
2. The Department/Bryce agree to permit KEELIN C. BAILEY, to resign from his position as MHW-Senior, with the Department/Bryce and said resignation is to be considered in lieu of termination.
3. By signing this Agreement KEELIN C. BAILEY, voluntarily resigns his position as MHW-Senior with the Department/Bryce and agrees that he is not owed or entitled to any

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form of compensation from the Department/Bryce; whether in the form of any income, benefits, accrued leave of any kind, damages of any kind or unemployment compensation.

4. The Department agrees to complete an amended Personnel Action Form in connection with the separation of KEELIN C. BAILEY, from employment with the Department/Bryce. This amended Personnel Action Form will show KEELIN C. BAILEY, 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 KEELIN C. BAILEY, as Recommended for Re-employment.

6. KEELIN C. BAILEY, agrees to release all claims for any damages of any kind related to his employment with the Department/Bryce, whether known or unknown, foreseen, unforeseen, patent or latent, which he 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. KEELIN C. BAILEY, specifically agrees that he has not been subjected to any sort of impermissible employment discrimination during his employment with the Department/Bryce; that he 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

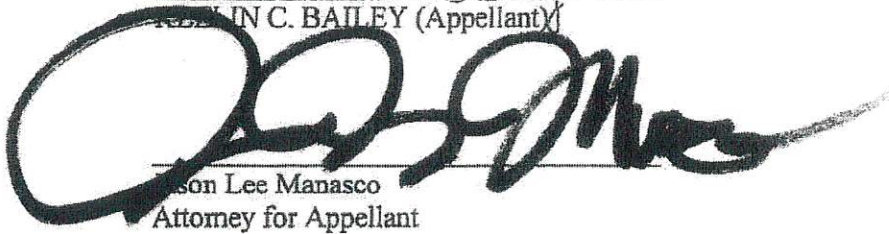
Health, or any department or agency of the State of Alabama; or (b) the Alabama State Merit System.

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, KEELIN C. BAILEY, acknowledges that he 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.

  
\_\_\_\_\_  
KEELIN C. BAILEY (Appellant)


11/8/2022  
Date

  
\_\_\_\_\_  
Jason Lee Manasco  
Attorney for Appellant

11/9/2022  
Date

  
\_\_\_\_\_  
Audrey L. McShan  
Facility Director, Bryce Hospital

11/9/22  
Date

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

11/14/2022  
Date