



**Los Angeles Unified School District**

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*Associate General Counsel II*

**VIA FACSIMILE (916) 376-6324**

July 12, 2011

Hon. Hon. Michael Scarlett  
Office of Administrative Hearings  
320 W. Fourth Street, Suite 630  
Los Angeles, CA 90012

Re: **In the Matter of the Dismissal of Mark Berndt**  
OAH Case No.: L-2011020862

Judge Scarlett:

Please be advised that the parties to the above-referenced matter have reached a Final Settlement Agreement and Release ("Agreement"). Pursuant to the terms of the Agreement, Petitioner has agreed to dismiss this matter, without prejudice. Enclosed please find a copy of page 1 and the signature page, the relevant provisions of the parties' Agreement.

The Petitioner Los Angeles Unified School District ("Petitioner") respectfully requests that the Office of Administrative Hearings ("OAH") dismiss the above-referenced matter without prejudice. Further, the Petitioner respectfully requests that OAH cancel the upcoming hearing in this matter.

Please do not hesitate to contact me if you have any questions or need further information.

Very truly yours,

  
My Huynh  
Assistant General Counsel

Enclosure: Final Settlement Agreement  
(pages 1 and signature page)

cc: Lillian Kae

**FINAL SETTLEMENT AGREEMENT  
AND RELEASE OF ALL CLAIMS**

This Settlement Agreement ("Agreement") is entered into by and between MARK BERNDT ("BERNDT"), an individual, and the LOS ANGELES UNIFIED SCHOOL DISTRICT ("DISTRICT"), a California public school district, and is made with reference to the following facts:

- A. This Agreement affects claims and demands that are disputed, and by executing this Agreement neither of the parties admits or concedes any of the claims, defenses, or allegations that were raised or could be raised by the other party or any third party. Moreover, neither this Agreement, nor any part of this Agreement, shall be construed to be or shall be admissible in any proceeding as evidence of or any admission by any party of any violation of law or any wrongdoing whatsoever. This Agreement may be introduced, however, in a proceeding to enforce the provisions and/or the intent of this Agreement.
- B. BERNDT is a permanent, certificated employee of the DISTRICT.
- C. On or about March 15, 2011, the DISTRICT filed an Accusation and Statement of Charges with the California Office of Administrative Hearings ("OAH") seeking dismissal of BERNDT (Case No. L-2011020862).
- D. An actual dispute exists between the parties concerning BERNDT's employment with the DISTRICT.
- E. The parties desire to resolve the dispute between them on the terms and conditions set forth hereinafter.

Now therefore in consideration for their mutual promises, the parties agree as follows:

1. After full execution of this Agreement, the DISTRICT agrees to reinstate BERNDT, retroactively, to paid status for the DISTRICT, effective the first day he was suspended by the DISTRICT; BERNDT will remain on paid status through and including June 30, 2011 (at which time he will resign, as more fully discussed in paragraph 4). During this reinstatement period, BERNDT will earn approximately \$23,980.10 in gross salary, subject to the same withholdings and deductions to which BERNDT was subject prior to his suspension.

2. The DISTRICT agrees to pay Sixteen Thousand Nineteen Dollars and Ninety Cents (\$16,019.90) to BERNDT within 60 days after full execution of this Agreement ("Settlement Payment"). The DISTRICT will make its best effort to make the Settlement Payment within 30 days. The check shall be made payable to "Trygstad, Schwab & Trygstad Client Trust Account," and shall be delivered to BERNDT's attorney, Lillian Kae, at the law offices of Trygstad, Schwab & Trygstad, 1880 Century Park East, Suite 1104, Los Angeles, California 90067.

3. The DISTRICT will prepare and send to BERNDT an appropriate Internal Revenue Service Form 1099 reflecting the above-stated Settlement Payment provided for herein as miscellaneous income, and will forward said Form 1099 to the appropriate governmental agencies. It is further expressly understood and agreed that BERNDT has not relied upon any advice from his counsel or the DISTRICT and/or its attorneys whatsoever as to the taxability, whether pursuant to

18. The parties understand and agree that this Agreement constitutes the sole Agreement between the parties, and that in signing this Agreement they have not relied on any other promises, inducement or representations other than as expressly set forth herein in deciding to sign this Agreement. This Agreement constitutes the sole Agreement between the parties as to the subject matter of this Agreement and any modifications must be made in writing and signed by all parties to this Agreement.

19. Each party is solely responsible for his, her or its own attorneys' fees and costs associated with the OAH action, unless otherwise specified in this Agreement.

20. This Agreement shall be interpreted under the laws of the State of California.

21. This Agreement is subject to approval by the DISTRICT's Board of Education. Counsel for the DISTRICT agrees to recommend that the Board ratify this Agreement, and to do so promptly. If the Agreement is not approved, it shall be null and void and the OAH hearing will proceed.

22. This Agreement may be executed in counterparts, and copies of signatures shall be deemed originals.

Having read the foregoing and understood and agreed to the terms of this Agreement, consisting of a total of five (5) typewritten pages and having been advised by counsel, the parties hereby voluntarily affix their signatures.

Dated: June 22, 2011

By:   
MARK BERNDT

Dated: June 30, 2011

By:   
LOS ANGELES UNIFIED SCHOOL DISTRICT

**APPROVED AS TO FORM AND CONTENT:**

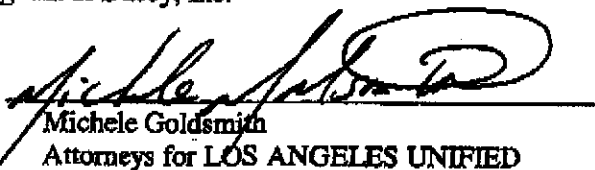
Trygstad, Schwab & Trygstad

Dated: June 22, 2011

By:   
Lillian Kae  
Attorneys for MARK BERNDT

Bergman & Dacey, Inc.

Dated: June 27, 2011

By:   
Michele Goldsmith  
Attorneys for LOS ANGELES UNIFIED  
SCHOOL DISTRICT