

UNIVERSITY OF CALIFORNIA, BERKELEY

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SANTA BARBARA • SANTA CRUZ

PERSONAL AND CONFIDENTIAL

Via Hand Delivery with Proof of Service

December 15, 2015

Mr. Todd Mulzet
Assistant Diving Coach

Re: Corrective Salary Decrease (In Lieu of Suspension)

Dear Todd:

As you know, the Office for the Prevention of Harassment and Discrimination (OPHD) recently completed an investigation into allegations of sexual harassment by you. OPHD's investigation determined that your conduct violated the University of California Sexual Harassment and Sexual Violence Policy. Specifically, your behavior was found to rise to the level of sexual harassment – *i.e.*, your behavior was on-going and unwelcome conduct that was sexual in nature and negatively affected the employee who reported your behavior and their work environment.

The University of California is committed to creating and maintaining a community where all individuals who participate in University programs and activities can work and learn together in an atmosphere free of harassment, exploitation, or intimidation. Every member of the University community is required to refrain from conduct that is prohibited by the University of California Sexual Harassment and Sexual Violence Policy. Indeed, paragraph 6 of your May 20, 2015 employment agreement specifically provides that this policy applies to you.


Based upon our review of the facts of the University's investigation, we find your behavior to constitute misconduct as described in paragraph 9 (Discipline and Termination) of your employment agreement. Accordingly, the University has decided to impose a corrective salary decrease (in lieu of a suspension) of \$ 227.65, equivalent to a 5% reduction for each pay period. The salary decrease will cover a two (2) month period beginning January 2016 (pay date 2/1/2016) and concluding with your February pay period (pay date 3/1/2015).

Additionally, you are required to enroll in and complete the next available in-person Sexual Harassment training class (AB 1825 Interactive Theater Programs on Sexual Harassment Prevention Education). After you have enrolled in the course, please send confirmation of your enrollment to Dominga Estrada, Human Resources Supervisor at estradadr@berkeley.edu or if need you may also reach out to Dominga for assistance with enrollment.

You are expected to adhere to all of the provisions of your employment contract and applicable University policies and procedures. Moreover, as a member of the coaching staff, you are expected to exhibit high standards of professional and civil behavior in the workplace. Any further misconduct of this nature may result in additional disciplinary action, up to and including termination of your contract, and this behavior will be considered during the contract renewal process in April 2016.

Do not hesitate to contact either of us if you have any questions about our expectations or this letter.

Sincerely,



Jennifer Simon-O'Neill
Associate Athletic Director
Senior Woman Administrator



Jay John
Associate Athletic Director
Sports Administrator

Attachment:

1. Employment Contract
2. Office for the Prevention of Harassment Report

Cc: Personnel File
Dominga Estrada, Human Resources Supervisor
David Durden, Head Coach Men's Swimming
Teri McKeever, Head Coach Women's Swimming
H. Michael Williams, Athletic Director
Proof of Service