



Central Connecticut State University

Personal & Confidential
By Electronic Mail [KohK@ccsu.edu]

October 8, 2018

Dr. Khoon Koh

1-210(b)(2)

Dear Dr. Koh:

Pursuant to Article 16.6.2 of the collective bargaining agreement (cba) between the Connecticut State University System and AAUP-CSU, this letter shall serve as notice of your suspension without pay for ten (10) work days for "adequate cause" in accordance with Article 16.3.1 of the cba. This sanction is being imposed after an Article 16.5 investigation which included meetings with you and your union representatives on November 27, 2017 and July 26, 2018.

The charges against you are that you engaged in behavior which created a hostile learning environment in your class during the Fall 2017 semester. You were issued a Written Reprimand on April 24, 2017 for behavior which also was deemed to have created a hostile learning environment.

In accordance with the "Last Chance Agreement", the ten unpaid suspension days were to be determined once your class schedule was set for the Fall 2018 semester. As such, the unpaid suspension dates are as follows: 10/12/18; 10/19/18; 10/26/18; 11/2/18; 11/9/18; 11/16/18; 11/30/18; 12/7/18; 12/14/18; 12/21/18. In addition, you will be subject to a Special Assessment as per Article 4.13; a "fitness for duty" evaluation; and will be required to attend sexual harassment prevention/diversity>Title IX training in person.

Per the Agreement, any similar incidents in the future of such behavior on your part, demonstrating unfitness to discharge your professional responsibilities, shall be cause for your dismissal from state service and your employment with Central Connecticut State University.

A copy of this letter shall be placed in your official personnel file. Under the terms of the Stipulated Agreement, you have agreed not to grieve this action.

Sincerely,

A handwritten signature in black ink, appearing to read "Anna Suski-Lenczewski".

K. Koh signature/date

Anna Suski-Lenczewski
Chief Human Resources Officer

C: D. Dauwalder
K. Colwell
L. Williams, AAUP
P. Filson, AAUP
File

STIPULATED AGREEMENT
Between
Central Connecticut State University (CCSU)
And
CCSU-American Association of University Professors (AAUP)
And
Khoon Koh

In full and final resolution of the disciplinary matter involving Dr. Khoon Koh, Professor, Department of Marketing, the parties agree as follows:

1. In lieu of a full semester suspension, Dr. Koh will be subject to the terms herein as part of a "Last Chance Agreement". One future occurrence of discriminatory or offensive behavior, or creating a hostile learning environment shall be cause for Dr. Koh's dismissal from state service and be grievable up to the level of Step 3 in the Grievance Procedure (Grievance Arbitration Committee per Article 15.5.3).
2. Dr. Koh shall be issued an unpaid 10-day suspension during the Fall 2018 semester. The suspension days shall be designated by the Dean of the School of Business and shall be served across several pay periods on days when Dr. Koh does not have scheduled classes or office hours.
3. Dr. Koh shall be subject to a Special Assessment during the Fall 2018 semester in accordance with Article 4.13 of the CSU-AAUP Collective Bargaining Agreement (cba).
4. Dr. Koh shall be scheduled to teach classes during daytime hours.
5. Dr. Koh shall attend a sexual harassment prevention training and diversity>Title IX training as prescribed by the Office of Diversity and Equity.
6. Dr. Koh agrees to participate in a "Fitness For Duty" evaluation to be scheduled with a medical provider selected by CCSU. Dr. Koh shall sign a release with such medical provider in order for results of the evaluation to be issued to CCSU Human Resources and for the medical provider to access Dr. Koh's current medical records from his treating physician/therapist.
7. In consideration of this Agreement, Dr. Koh for himself, his heirs, and assigns hereby irrevocably, voluntarily and knowingly, covenants not to sue, and releases and forever discharges the said Central Connecticut State University, present and former agents, and employees of the State of Connecticut itself, any agency of the state and any other former or future officers, servants, agents or employees of the State of Connecticut, both in their official and individual capacities, and the State of Connecticut itself, from any and all claims, grievances, demands, obligations, actions, causes of action, lawsuits, administrative proceedings, rights, damages, costs, loss of services, expenses and compensation of any nature whatsoever in any forum, whether based on tort, contract or other theory of recovery, for any matter from the beginning of time to the date of signature on this Stipulated Agreement. Any pending claims by Dr. Koh are hereby withdrawn and Dr. Koh agrees to take any and all steps necessary to effectuate their withdrawal.
8. The parties fully acknowledge that each have freely and voluntarily entered into this Agreement.
9. It is acknowledged and understood that the faculty member/employee has received proper and fair representation by AAUP and all of its officers, agents, and representatives, either elected or not, in these matters.
10. This Agreement shall be in effect for two (2) years from the date when all signatures have been affixed to it.
11. This Agreement is specific to Dr. Koh. It is with prejudice and without precedent in any other matter(s) between the parties. It shall not be admissible in any proceeding involving any employee other than Dr. Koh.

For CCSU
John Williams
For CCSU-AAUP
Khoon Koh

8/13/2018
Date 8/13/2018
Date Aug - 6/18
Date

C: D. Dauwalder, K. Colwell

Redaction Log

Total Number of Redactions in Document: 1

Redaction Reasons by Page

Page	Reason	Description	Occurrences
1	1-210(b)(2)	Personnel or medical files and similar files the disclosure of which would constitute an invasion of personal privacy	1

Redaction Log

Redaction Reasons by Exemption

Reason	Description	Pages (Count)
1-210(b)(2)	Personnel or medical files and similar files the disclosure of which would constitute an invasion of personal privacy	1(1)