

Contract

Agreement made this _____ day of _____, 2006, between Stephen Kershnar, President Dennis Hefner, Vice President Virginia Horvath, and Dean Paul Schwartz.

The parties to this agreement, in consideration of the mutual covenants and stipulations, set out, agree as follows:

Stephen Kershnar agrees to the following.

- (1) Stephen Kershnar will serve on two university-wide SUNY-Fredonia committees. These parties are to be picked out in a timely manner by, and only by, Stephen Kershnar and Dean Paul Schwartz.
- (2) Stephen Kershnar will not engage in a deliberate misrepresentation of campus policy or practice in any public writing. Whether this condition has been met will be judged exclusively by the Prior-Consent Committee.
 - (a) Terms
 - (i) By "misrepresentation," the parties mean "demonstrably false statement."
 - (ii) By "deliberate," the parties mean "purposefully or knowingly."
 - (iii) By "public writing," the parties mean "newspaper, magazine, television, or radio station that is written and published outside the SUNY-Fredonia campus."
 - (b) Prior-Consent Committee
 - (i) The committee shall consist of the following members: Dr. Jack Croxton and Dr. Richard Jankowski. In the event that one of these members can't serve, they and Stephen Kershnar exclusively shall jointly select another member.
 - (ii) The committee alone shall determine whether Stephen Kershnar's writings deliberately misrepresented campus policy or practice. A writing satisfies this standard if one or both of the committee members votes that it does.
- (3) As set out in the Faculty Handbook, Stephen Kershnar will make ordinary progress in other areas (teaching, research, and service). This standard of ordinary progress will be the same as that which applied in April, 2006.
- (4) Stephen Kershnar will not file a union grievance or other suit against the parties or university on this matter.
- (5) Stephen Kershnar agrees not to encourage, promote, or participate in a public discussion of this matter or agreement in an off-campus newspaper, magazine, television station, or radio station.

President Hefner, Vice President Virginia Horvath, and Dean Paul Schwartz agree to the following.

(6) On April 1, 2006, Dennis Hefner, Virginia Horvath, and Paul Schwartz agree to promote Stephen Kershner to professor and to have delivered to him a statement on paper confirming that this has been done.

The parties agree that in signing this contract, no party implicitly or explicitly takes a position on the April 2006 rejection or the reasons given in support of the rejection of Stephen Kershner's application for professor.

The parties reserve the right to discuss this agreement with and distribute it to other persons.

This contract is in effect from June 1, 2006 to June 1, 2007.

Section I: Instrument as Entire Agreement

This instrument contains the entire agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this contract shall be valid or binding; this contract may not be enlarged, modified or altered except in writing signed by both parties and endorsed on this agreement.

Section II: Effect of Agreement

This agreement shall inure to the benefit of and be binding on the successors of the respective parties.

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

Signature of First Party

Print Name of First Party

Street Address of First Party

City/State/Zip