

Sample Funding Clause

- A. The parties acknowledge that revenue to fund the compensation and benefits provided by this Agreement may be determined differently than in previous school years and that revenue levels may change. The Oregon Legislature, the people of the state of Oregon and local taxpayers all have a role in the process.
- B. This Agreement is entered into based upon the following conditions:
1. The amount of revenue to be disbursed to the _____ School District from the state (State School Support Fund) for 2009-10 has been established and will not decrease prior to completion of the 2009-10 school year; and
 2. The amount of revenue to be disbursed to the _____ School District from the state (State School Support Fund) for 2010-11 will not be less than [ninety percent (90%)] [one-hundred percent (100%) of the amount disbursed for the 2001-02 school year, and will not decrease prior to completion of the 2010-11 school year; and
 3. The amount of revenue to be disbursed to the _____ School District from the state (State School Support Fund) for 2011-12 will not be less than [ninety percent (90%)] [one-hundred percent (100%) of the amount disbursed for the 2002-03 school year, and will not decrease prior to completion of the 2011-12 school year.
- C. If any of these conditions are not met, the Board may elect to reopen this Agreement for further negotiations regarding only the economic provisions of this Agreement. Economic provisions are salary (including any salary schedule across-the-board increases as well as step and column movements), extra-duty pay, tuition reimbursement, and insurance. If this agreement is reopened pursuant to the provisions of this section then compensation levels for bargaining unit members will be frozen at the levels of the previous school year until completion of negotiations (this would include not granting any step or column movements to eligible teachers if negotiations extends into the next school year). The Board shall make the sole decision whether an unexpected revenue shortfall has occurred, and that decision will be final and binding on the parties.
- D. The Board may also, if it experiences any other unexpected revenue shortfall which would affect the Board's ability to fund the economic provisions of this Agreement, reopen negotiations regarding only the economic provisions of this Agreement. The Board shall make the sole decision whether an unexpected revenue shortfall has occurred, and that decision will be final and binding on the parties.
- E. If the Board elects to reopen this Agreement, it shall notify the Association in writing pursuant to ORS 243.698 and the parties agree bargaining shall commence no later than [ten (10)] calendar days after notice has been given to the Association.
- F. If the District closes one or more schools for any reason, no member of the bargaining unit shall be entitled to any salary or fringe benefits provided in this Agreement while the schools are closed.
- G. This Agreement does not guarantee any level of employment.