ARTICLE 27 - MISCELLANEOUS PROVISIONS

A. Separability

If any provision of this Agreement is held to be invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any provision should be restrained by any such tribunal, the remainder of the Agreement shall not be affected thereby, and upon the request of either the Board or the Association, the parties shall enter into negotiations for the purpose of attempting to arrive at a mutually satisfactory replacement of such provision.

B. Savings Clause

Nothing contained herein shall be construed to deny or restrict to the District or any educator such rights as it may have under Oregon School Laws or other applicable laws and regulations.

C. Funding

Revenue needed to fund this agreement must be established by budget procedures and must be provided by, among other things, funding from the state. All compensation and economic benefits contained in the agreement are therefore contingent upon all sources of revenue.

1. If the District's March State Fund Grant Estimate for any given year is less than 103% or greater than 106% of the March State Fund Grant Estimate for the preceding year, the district or the Association may reopen the economic provisions, including, but not limited to, the length of the educator work year (excluding insurance) of this contract for bargaining pursuant to the state mid-term bargaining law.

2. If such reopening of negotiations does occur, the wage rates and insurance contributions in effect at the time of reopening shall remain in effect until such time as a successor agreement is ratified and implemented by the parties.