

Members Need To Be Familiar With RIF Laws

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Reduction In Force – three words that strike fear into the hearts of school employees across the state. With an estimated 5,000 teachers facing a “RIF” at the end of this year, and at least that number of support employees, it is more important than ever to be well-versed in the relevant Oklahoma laws. The following article, while far from exhaustive, is designed to assist members in recognizing at least a few of the issues that arise when a district implements a Reduction in Force.

A RIF is generally defined as the elimination of an employee’s position based on financial factors or program changes. Since it is the elimination of a position, and not the termination of a person, the employee’s performance should never be part of the district’s rationale. Attempting to use a RIF procedure as a pretext to terminate an employee because of performance or disciplinary concerns violates both state law and the employee’s basic Due Process rights.

Even when a district isn’t using a RIF as a pretext, its right to reduce staff is still limited by Oklahoma statutes and case law. For instance, although career teachers may be nonrenewed pursuant to a RIF for the following year (if the district notifies them of the RIF on or before April 10 of the current year), a career teacher has the right to “bump” a probationary teacher out of any position the career teacher is qualified to fill.

In addition, districts must reasonably accommodate career teachers by making course schedule adjustments, when possible, so that career teachers are retained instead of probationary teachers.

While career teachers can be nonrenewed for the following year pursuant to a RIF, they cannot be dismissed during the current year pursuant to a RIF unless there has been a reduction in student enrollment that results in a commensurate loss of state revenue. Though the issue has not been litigated with respect to probationary employees, we believe that the same standard applies.

Unlike career and probationary teachers, however, support employees may be dismissed pursuant to a RIF during the year so long as the district is acting pursuant to a “reasonable plan or policy.”

The requirement of a “reasonable plan or policy” applies, regardless of whether the RIF is done at the end of the year for certified staff or midyear for support employees. Determining if a given plan or policy is “reasonable” can depend, in part, on the district’s financial condition — a topic far too complex to address here. At a minimum, however, the plan must set forth the criteria to be used to determine which positions are eliminated and must follow existing RIF policies and the RIF procedures in any negotiated agreements.

It is also important to remember that if a position is being reduced due to financial reasons or program changes, RIF policies and negotiated agreement provisions apply, regardless of the semantics the district uses in its dismissal/nonrenewal notice.

The dismissal/nonrenewal notices sent by school districts can be extremely vague and the laws governing the reduction in force of education employees can be equally confusing — a combination that gets very unnerving when jobs are on the line. Hence, if you or someone you know receives a dismissal or nonrenewal notice, be sure to contact your OEA advocacy specialist or the OEA Center for Legal and Corporate Services immediately.