

**FREQUENTLY ASKED QUESTIONS  
FACULTY EARLY RETIREMENT PROGRAM**

**1. WHAT IS THE FACULTY EARLY RETIREMENT PROGRAM?**

The Faculty Early Retirement Program (FERP) is a program that provides a transition from full time teaching to full time retirement. It allows a faculty member to receive his/her retirement income plus receive up to a half year's pay for teaching one semester each year. The program allows a faculty member to work a maximum of ninety (90) days a year while receiving retirement income from the Public Employee Retirement System (PERS).

**2. WHO IS ELIGIBLE FOR FERP?**

All tenured faculty, excluding Counseling Faculty Unit Employees, are eligible for FERP if they have (1) reached the age of fifty-five, (2) been granted a service retirement, and (3) meet any other requirements as specified in Article 29 of the Collective Bargaining Agreement.

**3. ARE LONG TERM LECTURERS ELIGIBLE FOR FERP?**

No. According to Article 29.1 of the Collective Bargaining Agreement, the program is only available to tenured faculty. Lecturers are not eligible for the Faculty Early Retirement Program.

**4. DO I HAVE TO RECEIVE APPROVAL TO ENTER THIS PROGRAM?**

FERP is an employment right guaranteed to tenured faculty under Article 29 of the Collective Bargaining Agreement. Provided that all the conditions specified in Article 29 of the CBA are met, a tenured faculty member cannot be denied entrance into the program.

**5. WHAT IF MY DEPARTMENT VOTES NOT TO APPROVE MY REQUEST FOR FERP?**

Departmental faculty do not make recommendations on requests for entering FERP. Your right to enter the program is only conditioned on your meeting the requirements outlined in Article 29.1 of the CBA.

**6. ARE THERE ANY DEADLINES THAT MUST BE MET?**

Yes. If you wish to participate in the program, you must notify the President in writing six (6) months in advance of entering the program. The campus has set the deadline date at March 1 of each year.

**7. WHAT HAPPENS IF I MISS THE DEADLINE DATE FOR NOTIFYING THE PRESIDENT IN WRITING BUT STILL WANT TO FERP?**

Article 29.2 states that the President may waive the required six (6) month period for the written notification. However, he is not required to do so. Granting of waivers will be judged on the merits of each case.

**8. WHAT TYPE OF DOCUMENTATION DO I RECEIVE TO VERIFY THAT I WILL BE ALLOWED TO PARTICIPATE IN THE PROGRAM ?**

After you provide the President with written notice prior to the six month deadline of your intent to enter the program, the President will reply by acknowledging your notice and providing you with an offer of employment into FERP. Once you have signed and returned this offer to the President, a contractual relationship between you and the university will be established for the time that you continue in this program.

**9. MAY I DETERMINE THE SEMESTER I WORK?**

Normally, the semester you request will be approved. However, the President (or the dean as the President's designee) may determine that it is necessary, due to programmatic needs, to assign you to a different period of employment. The department chair will be asked to review your request and make a recommendation. Should there be a disagreement; a mutually acceptable outcome will be sought. However, if mutual agreement cannot be reached, the President can alter the period of employment, provided that you receive a one hundred twenty (120) day notice. Some deans have determined that half time each semester does not fit the programmatic needs of the college/school.

**10. HOW FREQUENTLY HAS THE PRESIDENT ALTERED THE DESIRED PERIOD OF EMPLOYMENT?**

The President rarely alters the period of employment. The university would like to accommodate as many faculty as possible. However, given the increasing numbers of faculty who are reaching retirement age and entering the program, it is possible that this will occur more frequently in the near future.

**11. MAY I RETIRE IN DECEMBER AFTER THE FALL SEMESTER AND START MY FERP PARTICIPATION IN JANUARY AT THE BEGINNING OF THE SPRING SEMESTER?**

No. Article 29.5 states that participation in FERP shall only commence at the beginning of the academic year.

**12. IF MY BIRTHDAY IS IN SEPTEMBER, CAN I BEGIN FERP IN AUGUST BUT DELAY MY RETIREMENT?**

No. The service retirement must begin concurrently with or prior to the academic year when you enter the program pursuant to Article 29.5. You could retire at the end of the Fall Term and begin FERP the following August.

**13. HOW LONG MAY I PARTICIPATE IN FERP?**

Individuals entering FERP in August 2005 will have five (5) years eligibility.

**14. TYPICALLY, HOW LONG DO INDIVIDUALS FERP?**

Typically, on this campus, participation in FERP averages about 3 years.. Many faculty members find new careers or interests in retirement. Some Individuals find that the rhythm of their lives is disrupted with teaching only every other semester. Some find that entrance into the program changes the nature of the working relationships in the department with full-time colleagues. There are lots of different reasons, but the result is the same.

**15. HOW MUCH CAN I WORK UNDER FERP?**

Most faculty members work full-time for one semester which gives them the ninety (90) days allowed by PERS. A few faculty members work half-time for both semesters. Care must be taken regarding the amount of time worked since violations could have an extremely negative impact on your retirement income with PERS.

**16. IF I AM A PARTICIPANT IN THE PERMANENT REDUCTION IN TIME BASE (PRTB) PROGRAM BUT STILL A TENURED FACULTY MEMBER, MAY I FERP ?**

Yes. You could work full-time one semester. However, if you sought to work both semesters, you could only work half of the time base you were working at the time of retirement. For example, if you were .5 in the PRTB Program, you could work full time one semester or .25 both semesters.

**17. ONCE I ENTER THE FERP PROGRAM, CAN I BE DISMISSED FROM UNIVERSITY EMPLOYMENT?**

Like all faculty employees, you still can be dismissed for cause, or terminated for failure to meet the employment commitment. As a FERP faculty, you would still be a tenured faculty member and a member of the collective bargaining unit with all the rights and protections thereto. Unlike other tenured faculty, FERP faculty could be terminated through layoff. A faculty member participating in FERP who is laid off does not have recall rights. The President allowed FERP faculty who were sent layoff notices in 1992 to take a leave without pay, thereby avoiding termination through layoff. Similar provisions were negotiated systemwide in 2004.

**18. DOES ENTERING THE FERP PROGRAM INCREASE MY VULNERABILITY TO LAYOFF?**

Consistent with Article 38 of the CBA, your layoff vulnerability would increase. Most faculty members who are retiring are close to, if not at the top of, the seniority list in the department. Under FERP, you could be laid off prior to any probationary or tenured faculty in the department. You could be laid off only after all temporary faculty, full-time or part-time, were laid off.

**19. HOW LIKELY IS IT THAT I COULD BE LAID OFF WHILE IN FERP?**

The state, and therefore the CSU, is going through a period of fiscal uncertainty. The Governor's compact with the CSU should stabilize our budgets and might even provide some small improvement. In 2004, the campus was able to avoid laying off any FERP participant.

**20. IS IT POSSIBLE FOR ME TO REDUCE MY TIME BASE ONCE I ENTER FERP?**

The President may consider and approve a request for a reduction in time base under FERP. However, any change in time base will be permanent.

**21. MAY I BE EMPLOYED IN EXTENSION DURING THE PERIOD OF ACTIVE EMPLOYMENT?**

Yes.

**22. MAY I BE EMPLOYED FOR SUMMER / WINTER SESSION?**

No. Article 29.12 prohibits additional employment beyond the FERP contract period.

**23. I AM A FACULTY MEMBER IN THE CRAIG SCHOOL OF BUSINESS OR THE COLLEGE OF ENGINEERING AND COMPUTER SCIENCE. I HAVE HEARD THAT WE ARE NOT ELIGIBLE FOR THE FERP PROGRAM. IS THIS ACCURATE?**

Not any more. At one time, faculty members in these two schools were in the Designated Market Discipline (DMD) pay classifications and were ineligible. However, prior to those pay classifications being abolished, the CBA was altered to allow DMD faculty to again participate in the program. Since those pay classifications no longer exist, all tenured faculty members in those schools are eligible.

**24. MAY I TAKE A LEAVE WITHOUT PAY WHILE IN FERP?**

No. Except when there is a specially negotiated leave program, the CBA prohibits leaves without pay during participation in the program. You may be granted a leave without pay for medical reasons.

**25. WHAT PROVISIONS ARE MADE FOR SICK LEAVE?**

Usually, when a faculty member retires, he/she has any outstanding sick leave credited toward retirement. You may elect to carry over six (6) days or forty-eight (48) hours of sick leave over to the FERP program. It is recommended that you do so. While participating In FERP, you will receive sick leave on a pro rata basis (up to six days or forty-eight hours) a year for a maximum of twenty (20) days or one hundred sixty (160) hours. This sick leave may not be added to the retirement service credit at the end of the FERP period.

**26. WHAT ARE MY NORMAL DUTIES DURING THIS PERIOD?**

As a tenured faculty, you will be required to perform normal responsibilities and your share of normal duties and activities including advising and committee work. You will be barred from any peer review (personnel) committee work.

**27. DO I RECEIVE ANY INSURANCE COVERAGE WHILE I AM WORKING?**

You will be covered for worker's compensation and the CSU will provide a CSU dental plan on the same basis as such a plan is provided to other faculty. The provision of such a dental plan shall require that you were enrolled in a CSU dental plan immediately prior to your service retirement. All other available insurance benefits will be derived through your PERS retirement.

**28. HOW FREQUENTLY DO I GET PAID?**

Your pay warrants will arrive as follows:

Fall Semester: At the end of September, October, November, December, with a payout for July and August.

Spring Semester: At the end of January, February, March, April, May, and June.

**29. WILL I GET ANY SALARY INCREASES DURING MY PARTICIPATION IN FERP?**

FERP faculty will receive any General Salary Increases (GSIs) which are negotiated during their participation in the program. Faculty members on FERP are not eligible for SSIs.

**30. IF THE STATE WERE TO OFFER A GOLDEN HANDSHAKE AFTER I HAVE BEGUN MY EMPLOYMENT IN THE FERP PROGRAM, COULD I TAKE ADVANTAGE OF SUCH AN OFFER ?**

No. To participate in the FERP program, you must already be retired. You would have already received a retirement check from PERS and therefore be ineligible for any golden handshake.

**31. WHAT IF THE STATE WERE TO OFFER A GOLDEN HANDSHAKE AFTER I HAVE NOTIFIED THE PRESIDENT BUT BEFORE I BEGAN MY PARTICIPATION IN FERP AT THE BEGINNING OF ACADEMIC YEAR, COULD I TAKE ADVANTAGE OF SUCH AN OFFER ?**

You would be eligible to take advantage of a golden handshake up until the effective date of your retirement which according to Article 29 must be concurrent with or prior to the beginning of the academic year. If you have already received a retirement check from PERS, you would be considered to be retired and ineligible for a golden handshake. If a golden handshake were offered, the university would work with you if you wanted to take advantage of that option. Normally, if you take a golden handshake, you will be ineligible for participation in FERP.

**32. AFTER I COMPLETE MY PARTICIPATING IN THE PROGRAM, IS THERE ANY POSSIBILITY I COULD STILL BE EMPLOYED BY THE UNIVERSITY?**

Yes. The program entitles you to employment for a fixed period under specified conditions. After you have completed your participation in the program, you may apply for part-time teaching. As a part-time lecturer, you would be hired in the Lecturer B range. Care must be taken, however, not to exceed the time limits imposed by PERS (no more than 15 WTU per year). Some faculty members continue to contribute to the university as Adjunct Professors.

**33. WHERE DO I GO IF I WANT MORE INFORMATION?**

You are welcome to address any question to Academic Personnel Services at 278 - 3027. You should also obtain and read a copy of Article 29 of the Unit 3 (Faculty) Collective Bargaining Agreement).