

FACULTY EARLY RETIREMENT PROGRAM (FERP)

Frequently Asked Questions

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 one-half of a year's salary for teaching one semester each year or half-time both semesters each year. The program allows a faculty member to work a maximum of ninety (90) days per year (or 50% of the faculty member's regular timebase in the year preceding retirement), while receiving full retirement income from the Public Employees' Retirement System (PERS).

2. WHO IS ELIGIBLE FOR FERP?

All tenured faculty are eligible for FERP as defined in CBA provision 2.13(d) if they (1) have reached the normal retirement age, consistent with CalPERS rules and pursuant to the California Code of Regulations (CCR) §586.1, (2) have been granted a service retirement on or before the first day of the academic year in which FERP participation is to begin, and (3) meet any other requirements as specified in Article 29 of the Collective Bargaining Agreement (CBA).

3. ARE LECTURERS, PART-TIME COUNSELORS AND COACHES ELIGIBLE FOR FERP?

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

4. WHAT IF MY DEPARTMENT DOES NOT APPROVE MY FERP REQUEST?

Department faculty do not make recommendations on requests for entering FERP. Your request to enter the program is conditioned on your meeting the requirements outlined in Article 29 of the CBA.

5. ARE THERE ANY DEADLINES THAT MUST BE MET?

Yes. A faculty member wishing to participate in the program, must notify the President in writing at least six (6) months in advance of the beginning of the academic year in which participation in FERP is to commence. The 6-month period on the Sac State campus is on or around March 1 each calendar year.

6. 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, they are not required to do so. Granting of waivers will be judged on the merits of each case.

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

After you provide the President (or designee) with written notice, prior to the six-month deadline, of your intent to enter the program, the President (or designee) will acknowledge your notice and provide you with confirmation that you have been approved for FERP. Once you and the President (or designee) have signed the FERP appointment letter, a contractual relationship between you and the University will be established for the time that you continue in this program.

8. MAY I DETERMINE THE SEMESTER I WORK?

Normally, every effort will be made to accommodate your requested period of employment. However, the President (or designee) may determine that it is necessary, due to programmatic needs, to assign you to a different period of employment. If the President (or designee) determines it is necessary, due to program needs, to alter the period of employment, the President (or designee) and the participant shall attempt to reach mutual agreement on an alternative. If mutual agreement is not reached, the President may alter the period of employment, provided that the participant receives a one hundred and twenty (120) day notice.

9. MAY I CHANGE MY TERM OF EMPLOYMENT AFTER I HAVE BEGUN MY FERP PARTICIPATION?

You may request a change in your term of employment and every effort will be made to accommodate your request. However, due to programmatic needs, the Department Chair and Dean may not be able to recommend approval of your request to the President (or designee). Whenever possible, requests for a change in the term of employment should be made at least one semester prior to the academic year in which you wish to make the change. Changes will normally become effective at the beginning of an academic year. Mid-year changes which would result in your working more than one semester in an academic year or more than half-time (50%) during both semesters in the academic year cannot be approved. For example, you could not teach full-time in the Fall semester and then change to half-time the following Spring semester.

10. MAY I RETIRE 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 commence at the beginning of the campus academic year. If you retire at the end of a fall semester, your FERP appointment will begin during the subsequent academic year.

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

No. Article 29.5 states that the service retirement must begin concurrently with, or prior to, the academic year in which you enter the program.

12. HOW LONG MAY I PARTICIPATE IN FERP?

Faculty retiring under the current CBA may participate for a maximum of five (5) academic/fiscal years in the program. Pursuant to Article 29 of the current CBA, faculty shall be entitled to the yearly period of employment for no more than five (5) consecutive academic or fiscal years. The length of possible participation for individuals entering FERP after the expiration of the current CBA is subject to negotiation between the CSU and CFA.

13. MAY I RESIGN FROM FERP PRIOR TO COMPLETION OF THE FIVE-YEAR PROGRAM?

Faculty may resign from FERP at any time during the five-year program. The faculty member should submit a letter to his/her Department Chair and the appropriate Dean indicating the specific resignation date. A copy of the resignation letter should be forwarded to the Office of Faculty Affairs.

14. HOW MUCH CAN I WORK UNDER FERP?

While participating in FERP, your post-retirement employment will be limited by both the CBA and CalPERS post-retirement limitations. Article 29 of the CBA limits your permissible "period of employment" to one (1) academic term not to exceed a total of ninety (90) workdays or fifty percent (50%) of the employee's regular time base in the year preceding retirement. or work half-time both

semesters of an academic year while participating in FERP. Additional employment, of any type, while participating in the FERP program is not permissible.

15. IF I AM A PARTICIPANT IN THE PRE-RETIREMENT REDUCTION IN TIMEBASE (PRTB) PROGRAM, COULD I RETIRE FROM THAT PROGRAM AND PARTICIPATE IN FERP?

Yes, however, you could only work half of the time base you were working in PRTB at the time of retirement during FERP. For example, if you were .50 in the PRTB program, you could work .25 for the academic year under FERP. This limitation has to do with the Article 29 (FERP) employment restrictions mentioned in number 16 above.

16. IS IT POSSIBLE FOR ME TO REDUCE MY TIMEBASE ONCE I ENTER FERP?

A participant may request that the time base of the FERP appointment be reduced. The President shall determine if such a request shall be granted. Such a reduction in time base shall continue for the duration of the FERP appointment.

17. MAY I BE EMPLOYED FOR SUMMER/WINTER SESSION?

No. Article 29.14 prohibits additional employment within the CSU.

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

Article 29.16 allows participants to take one leave without pay for personal illness for all or part of the period of employment. While the leave does not affect continued participation in FERP, the year in which you took a medical leave would count as one of your five years of participation in the program.

19. WHAT PROVISIONS ARE MADE FOR SICK LEAVE?

A FERP participant may elect to carry over forty-eight (48) hours of sick leave credits into FERP. While in the program, you will earn sick leave credits on a pro rata basis for up to six days (or forty-eight hours) a year and you may accumulate a maximum of one hundred sixty (160) hours, during your participation in the program. This sick leave is not be added to your retirement service credit at the end of your FERP participation, as you are already retired.

20. WHAT ARE MY NORMAL DUTIES DURING MY TERM OF EMPLOYMENT UNDER FERP?

As a tenured faculty member, you will be required to perform normal responsibilities and your share of normal duties and activities including advising and committee work.

21. DO I RECEIVE ANY BENEFITS COVERAGE WHILE I AM WORKING?

In order to continue enhanced dental and vision benefits you must maintain a timebase of half-time or more both semesters, or full-time (1.0) one semester. FERP employees whose schedule differs from the above may lose eligibility if their timebase falls below half-time.

22. HOW FREQUENTLY DO I GET PAID?

Your pay warrants will arrive as follows:

Teaching 100% in the Fall Semester: At the end of September, October, November, December, January, and February.

Teaching 100% in the Spring Semester: At the end of February, March, April, May, June, and July.

Teaching 50% each Semester (AY): At the end of September, October, November, December, January, February, March, April, May, June, July, and August.

23. WILL I GET ANY SALARY INCREASES DURING MY PARTICPATION IN FERP?

FERP faculty will receive any General Salary Increases (GSIs) which are negotiated during their participation in the program.

24. AFTER I COMPLETE MY FIVE YEARS PARTICIPATING IN THE PROGRAM, IS THERE ANY POSSIBLILITY I COULD STILL BE EMPLOYED BY THE UNIVERSITY?

After you have completed your participation in the program, you may apply to the part-time lecturer pool positions and be considered for employment and assignments under the provisions of Article 12.29 of the CBA.

25. WHERE DO I GO IF I WANT MORE INFORMATION?

You are welcome to address your questions to the Faculty Affairs office at facultyaffairs@csus.edu. For questions about benefits, please contact the Benefits Office at benefits@csus.edu. You should also obtain and read Article 29 of the Unit 3 (Faculty) Collective Bargaining Agreement.