If you’re 55 or older and thinking about retirement, the contractual options available to you are discussed below, each with its own pluses and minuses. Note that “retiring” is not the same as “resigning”: you retire when you begin collecting retirement benefits (for example, from STRS); you resign when you voluntarily stop performing a particular job description. More details on the referenced articles below are in the 2007-2010 Agreement (http://fa.fhda.edu).

**Article 18 Reduced Workload Program**

**Summary:** Strictly speaking, Article 18 employment is not a “retirement option” since the California Ed. Code considers regular faculty working at 50 percent or more of an annual load to be full-time employees, so the program is actually an easement into retirement. Under Article 18, if you meet the qualifications, you can reduce your contract down to a minimum 50 percent of a full-load for up to 10 years; salary and contractual duties are pro-rated. The two deadlines are January 15 to meet and confer with your dean or appropriate administrator to determine a schedule for the following year and then March 1 to submit a written request to the college President (18.8.2).

**Pluses:** As an Article 18 faculty member, you work less, often only two quarters per year. While annual salary is pro-rated, you receive full health benefits and full PAA awards. You also earn a full year of STRS or PERS service credit for each year of Article 18 employment, and instead of using pro-rated annual salaries to determine your monthly retirement allowance, STRS and PERS use the annual salary that you would have made by working full-time. Since you are technically a full-time employee under Article 18, you can apply for and receive additional PAA awards (Article 38).

**Minuses:** You must continue to pay into your retirement systems as if you were employed full-time. Thus, your income takes a hit from three directions: (1) a reduced pro-rated annual salary, (2) no retirement benefits since you’re not retired, and (3) full-time payroll deductions for your retirement system. If you don’t fall prey to “buyer’s remorse” and return to full-time employment within one year of going on the program (Article 18.4), you must retire at the end of your Article 18 service.

**Article 19 Retirement Incentive Program**

**Summary:** If qualified for Article 19, you file a written request to participate in the program and then you retire. For each of up to the following five academic years, you perform a pro-rata share (based on the cumulative load factor of the classes/assignments) of all your former duties in your division, and in return receive a pro-rata share of the Appendix A salary you earned prior to your retirement, up to the STRS imposed annual earnings limit in effect at the time of retirement (the 2009-10 limit was $30,580). To apply, faculty meet with their dean or appropriate administrator to complete the Article 19 Annual Form (19.6.1).

**Pluses:** Since you must retire to participate in the Article 19 program, you receive income from both STRS or PERS and also from your post-retirement teaching work in your division. As an Article 19 faculty member, your compensation is pro-rated from the thirteen-step Appendix A schedule that’s in effect when you retired (versus the six-step Part-time Appendix C schedule that is 76 percent of the corresponding entries in Appendix A). Your District-paid life insurance remains in effect while you remain on the program. After full-time and Article 18 faculty members get their assignments, you are next in line (ahead of Article 21 and Article 7 faculty members). You get non-cumulative pro-rata paid sick leave and personal necessity leave.

**Minuses:** If you lose an assigned class due to low enrollment, you can’t “bump” anyone else, so you may not have an assignment during that quarter (this is especially painful during spring quarter because the work cannot be made up in successive quarters) unless the District finds other work for you (Article 19.7). Article 19 teaching is not part-time Article 7 work, so your part-time reemployment seniority (REP) within a division is lost if your Article 19 participation creates a
six-consecutive-quarter “break in service” (Article 7.3). It’s possible that you can’t earn close to the STRS limit if the District doesn’t have appropriately loaded assignments for you. As an example, if each assignment earns you $8,000, you would be only able to teach three of them per year ($24,000) since four of them ($32,000) would exceed the current STRS earning limit.

Article 21 Post-Retirement Employment

Summary: Under this article, newly retired faculty continue working as “super part-timers” for up to two years. Faculty who wish to work under Article 21 specify their interest to do so in their letter of resignation (Article 30); Human Resources then forwards the request to the appropriate dean/administrator.

Pluses: An Article 21 faculty member is essentially an Article 7 part-timer for up to two years following retirement, but with some additional “super part-timer” benefits: (1) you are given assignments before all Article 7 part-time faculty; (2) regardless of your full- or part-time salary step and column when you retire, you are compensated at the highest part-time Appendix C rate; (3) if you had part-time reemployment preference before going on Article 21, you retain it after completing Article 21 employment, and (4) if you didn’t have part-time reemployment preference (REP) before going on Article 21, you begin or continue earning REP credit for each quarter of Article 21 employment. As with Article 19, you receive PERS/STRS retirement benefits in addition to your Article 21 income.

Minuses: Like Article 7 and 19 employees, you don’t have any “bumping rights,” so if you lose a class due to low enrollment you probably won’t get another assignment until the following quarter. Like all other Article 7 employees, you earn one non-cumulative personal necessity leave day and two cumulative sick leave days per quarter of Article 21 employment (less than both Article 18 and 19 employees).

Article 7 Part-Time Faculty

Summary: Some full-time retirees return to the District as part-time faculty members under Article 7.

Pluses: You receive Article 7 compensation in addition to STRS/PERS retirement benefits. Minuses: You are an Article 7 part-time employee with all that entails, but without earning STRS/PERS service credits since you are retired. Article 7 compensation and benefits are less than those under Articles 18, 19 and 21. You are not guaranteed an assignment; you cannot “bump” anyone; you are one of the last employees to get an assignment (after full-time and Articles 18, 19 and 21 faculty), and, if you don’t have reemployment preference, you may not get an assignment at all. If you do have reemployment preference, you will lose it if you have a break in service (Article 7.3).

Faculty with questions can call their campus conciliator or the FA office (650.949.7544).