

Article 30 - Benefits Allowance and Benefits Programs

30-1 —Benefits Allowance. The District shall provide at an HMO plan option from each health insurance provider to employees. The District shall provide teachers with a benefits allowance as a part of their total compensation package. The purpose of the benefits allowance is to provide teachers with a portion of total compensation that can be used to purchase benefits choices selected by the Benefits Board and contracted for by the Board of Education. The District and the Association also agree that the purpose of the benefits allowance is not to merely provide an amount equal to the premiums of health, dental and vision insurance. The long-term goal of the District and the Association is to provide teachers with a benefits allowance that plays a significant role in enhancing the District's competitive position in attracting and retaining teachers. Each employee shall receive a monthly benefits allowance equal to the monthly premium amount for individual coverage under the HMO, plus the total premiums for an individual's dental and vision coverage through the District, regardless of whether or not they opt in to healthcare coverage through the District's provider.

30-1-1 The District shall pay an additional \$150 per month in healthcare premiums to employees electing family coverage through the District in addition to any existing district subsidies of family coverage premiums.

~~30-1-1 For the period of July 1, 2008, through June 30, 2009, the District shall provide all teachers based on FTE on a pro-rate basis with a benefits allowance of \$405.00 per month. Teachers working less than full time will receive the benefits allowance pro-rated by their full time equivalency (FTE).~~

30-2 Governance and Administration of Benefits Programs. A Benefits Board will administer and govern the group health programs but shall offer an HMO as an option for employees. ~~and The Board will also administer~~ life insurance programs, disability insurance programs, tax sheltered annuities, flexible-spending accounts, and guidelines for using the benefits allowance.

30-2-1 The Benefits Board will be responsible for any and all benefits programs assigned to it by this contract, and shall make every effort to provide programs in the best interest of both the District and its employees. The Benefits Board is charged with containing the cost of health insurance premiums through cooperative efforts, education of employees, and consultation with actuaries and health care provider programs.

30-2-2 Composition. The Benefits Board will be composed of ~~not less than eight (8) representatives of the District, four (4) representatives of the DCTA, one (1) representative of the DPS Retired Employees Association and three (3) representatives elected from the following groups:~~ a total of nineteen (19) voting members from the following groups, the number of which shall be determined

proportionally based upon the number of employees each group represents. Each group shall have the following number of votes:

- Denver Classroom Teachers Association (4 votes)
- Denver Association of Educational Office Professionals (1 vote)
- Communication Workers of America (1 vote)
- Denver Federation of Paraprofessionals (2 votes)
- ~~DPS Food Services Association~~ Denver Federation Paraprofessionals and Nutrition Service Employees (1 vote)
- Facility Managers Association (1 vote)
- Amalgamated Transit Union, Local 1563 (1 vote)
- Vocational Teachers Federation of Denver, Local 203 (1 vote)
- DPS Association of Building and Grounds Personnel (1 vote)
- ~~Denver Association of School Administrators~~ (1 vote)
- Colorado Federation of School Safety Professionals (1 vote)
- District Representatives (4 votes)

Any of the groups identified above who do not have an elected, voting representative on the Benefits Board may designate an ex officio, non-voting member, who shall be entitled to participate in all meetings of the Benefits Board.

30-2-3 Operating Rules. The Benefits Board shall jointly adopt rules pertaining to their operation. Such rules shall be a matter of public record and shall not conflict with this Agreement in any way. Any rules made prior to the effective date of this Agreement shall be null and void.

30-2-3-1 The Benefits Board shall develop procedures for election ~~and recall~~ of its members. Individuals elected to this position shall serve a three-year term. Elections should take place in December.

30-2-3-2 Quorum. Not less than eight (~~8~~10) representatives, ~~four (4)~~five (5) representing DPS and ~~four (4)~~five (5) representing the employees, shall constitute a quorum for the conduct of business. Notification shall be given to all members of the Benefits Board of the dates, times, and places of its meetings at least two (2) weeks in advance.

30-2-3-3 Consensus. At each meeting where decisions must be made by the Benefits Board, an attempt shall be made to achieve consensus of all voting and non-voting members. Only if consensus cannot be achieved shall a vote of the voting members be conducted. Each member will exercise one (1) vote. A majority (50 percent + 1)

vote of the members present and voting is required to approve any change in the benefits programs.

30-2-3-4 Impasse Resolution. If a majority of the Benefits Board cannot reach a decision with respect to the plan or operation of the plan, the Benefits Board shall, within ten (10) days from the date of its last meeting, mail to each ~~affected employeemember participating in the health benefit plan~~ a ballot presenting the decision to be made, together with an explanation of the available options. The ballots must be returned by participants within thirty (30) days of the date they were mailed. The Benefits Board will implement the decision of the majority of the voting participants.

30-2-4 Subcommittee on Tax Sheltered Annuities. Tax Sheltered Annuity (TSA) products offered by the District shall have the approval of the Benefits Board's Subcommittee, which includes the Manager of Employee Benefits. The District shall contract an outside firm to conduct an annual analysis of all current TSA products and products from companies seeking approval. The results of the analysis shall be made available to all teachers.

30-3 Group Life Insurance and Long Term Disability Program. The present group life insurance program of the District will be continued for teachers and the District will pay the full cost of premiums for teachers, including group long-term disability insurance.

30-4 Liability Insurance Program. Liability insurance coverage shall be provided to each teacher and costs of such coverage shall be paid by the District. The terms and conditions of such coverage shall be provided to the Association.

30-5 The District shall provide an IRS 125 plan to allow pre-tax deductions for flexible spending accounts for child care, care of the elderly, health care reimbursement accounts, and dependent insurance including health, dental and vision coverages.

DCTA Representative

DPS District 1 Representative

Signature: _____

Signature: _____

Printed: _____

Printed: _____

Date: _____

Date: _____