

# AGREEMENT FOR HEALTH INSURANCE

This Application and Agreement (“Agreement”) is made and entered into by and between \_\_\_\_\_ (“Teacher”), the Utah Education Association (“UEA”) and the Granite Education Association (“GEA”) as of \_\_\_\_\_, 20\_\_.

In consideration of the mutual promises made herein the parties agree:

1. Teacher has joined the National Education Association (“NEA”), the UEA, and the GEA for the 2011-12 school year. Accordingly, Teacher is eligible to apply for insurance administered by EMI Health. The Plan is described in a document entitled “UEA New Hire BasicMED and accompanying grid” (“Plan”) a copy of which Teacher has been provided and hereby acknowledges receipt.
2. To participate in the Plan, Teacher must complete the EMI Health enrollment form and deliver it to the GEA. Until Teacher completes and delivers the enrollment form to GEA, Teacher’s application for insurance can not be delivered to EMI Health.
3. EMI Health has agreed with UEA/GEA to provide Teacher the benefits described in the Plan if Teacher pays to EMI Health an amount equal to 26 percent of the premium, single person coverage, for each month. Teacher understands and agrees UEA will pay EMI Health the remaining 74 percent, single person coverage, for the **90-day period** coverage is provided. At the time Teacher agrees to participate in the Plan, Teacher may elect to provide health coverage for his/her dependents by paying to EMI Health the monthly premiums described in the Plan. Except for the first payment, premium payments are due on or before the last day preceding the month coverage is provided. It is Teacher’s responsibility to make certain Teacher’s payments are received by EMI Health. Payment arrangements are due the day Teacher signs this Agreement and must be paid by check\* or credit or debit card. GEA will forward the enrollment form and the payment arrangements to EMI Health. NEA/UEA/GEA make no representation regarding that EMI Health will accept Teacher’s application or provide the insurance described in the Plan. EMI Health will notify Teacher of EMI Health’s acceptance or rejection within one week of the date of application. If the application is not accepted, Teacher’s premium will be refunded.
4. In consideration of Teacher receiving the benefits of this Agreement, Teacher agrees to maintain membership in and pay full membership dues to the NEA/UEA/GEA for the school year 2011-2012. The full amount of membership dues is described in Teacher’s NEA/UEA/GEA membership application. If, Teacher ceases to be employed by the Granite School District (“District”) during the 2011-2012 school year, or fails to maintain membership in the NEA/UEA/GEA, Teacher agrees to pay to GEA the amount of the premium paid by UEA for Teacher multiplied by a fraction the numerator of which is the number of months Teacher taught for the District and the denominator of which is the number of months Teacher was to be paid by the District according to the Teacher’s contract with the District. Any part of a month will be counted as an entire month. Payment is due within one month after Teacher ceases employment with the District.
5. Teacher represents s/he has read this Agreement and the Plan and understands their contents. Teacher understands and agrees no oral representations or promises have been made that vary or change any terms of the Plan. NEA/UEA/GEA has made the Plan available to new teachers hired by school districts that do not provide health insurance to new employees immediately as of the date of hire. NEA/UEA/GEA are not guarantors of the Plan and are not responsible for what the Plan does or does not pay.
6. NEA/UEA/GEA has no obligation to pay any insurance premium to EMI Health for Teacher or Teacher’s dependents, except as provided in Section 3. Teacher’s application to EMI Health may obligate Teacher to pay premiums to EMI Health and impose other obligations on Teacher. Those obligations are described in the application and are independent of this Agreement.
7. Teacher’s and dependent insurance elected by Teacher pursuant to the Agreement is only available for the 90-day period following Teacher’s first date of employment by the District. Insurance provided under the Plan automatically terminates after the 90-day period. No notice of termination is required, and Teacher hereby waives notice of termination of coverage from EMI Health, NEA, UEA or GEA.
8. Any party in breach of this Agreement agrees to pay to the nonbreaching party, costs and reasonable attorney’s fees not to exceed \$300, provided the nonbreaching party has provided written notice to the breaching party of the claimed breach and an opportunity to correct the breach.

**\*If paid by check, the entire amount of option is due at time of signing. A \$29.00 charge will be assessed for returned checks.**

GRANITE EDUCATION ASSN.:

TEACHER:



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
E-Mail Address