

WORMS IN THE CLASSROOM PROGRAM AGREEMENT

This AGREEMENT is entered into this by and between the LAKE COUNTY SOLID WASTE MANAGEMENT DISTRICT of Lake County, Indiana, hereinafter called DISTRICT, and the (Name of School), of (Town), Lake County, Indiana, hereinafter called (SCHOOL).

WHEREAS, the District offers a traveling environmental education program entitled "Worms in the Classroom" as a supplemental program to the District's environmental education programs; and

Whereas, each school semester (fall and spring) three schools are selected by the District to host the program.

Therefore, the parties, in consideration of the covenants and agreements hereinafter set forth, agree as follows:

1. THE DISTRICT COVENANTS AND AGREES:

- A. To provide worm bin, bedding, red wiggler worms, spray bottle, trowel, and worm care instructions;
- B. To provide initial worm bin set up and trouble-shooting/technical support;

C. To provide student training and hands on programming twice during the semester (at the beginning and end of the three-month program);

D. To remove the worm bin and supplies at the end of the school semester.

2. THE SCHOOL COVENANTS AND AGREES:

- A. To provide a 2-foot by 2-foot floor space for the worm bin during the semester;
- B. To feed the worms and maintain a healthy bin environment for the worms;
- C. To use the equipment for the purpose and intent for which it is provided;

D. To be responsible for the safety and welfare of the equipment, the worms, and those students and others who participate in this program.

3. CONTACT PERSONS

A. The following person is authorized to act as the contact person for the SCHOOL for the purpose of this Program:

(Teacher Name) (Title) (School Name) (School Address) (City, IN, Zip Code) (Phone number)



B. The following people are authorized to act as the contact people for the DISTRICT

for the purpose of this Program:

Laura Javorka, Emma Dillman, Ellie Barnes Environmental Education and Outreach Coordinators (EEOC) LAKE COUNTY SOLID WASTE MANAGEMENT DISTRICT 8695 Broadway Merrillville, IN 46410 Phone: 219-853-2420

4. MISCELLANEOUS.

A. AMENDMENT. This AGREEMENT may be amended, modified or supplemented but only in a writing executed by all of the parties hereto.

B. APPLICABLE LAW. This AGREEMENT shall be governed by and construed and enforced in accordance with the laws of the State of Indiana.

C. ASSIGNMENT; BINDING AGREEMENT. No party to this AGREEMENT shall have the right to assign or transfer its rights or obligations under this AGREEMENT or any interest hereunder without the express prior written approval and authorization of the other party, which approval and authorization shall not be unreasonably withheld, conditioned or delayed. Subject to the provisions herein, this AGREEMENT shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

D. NO THIRD-PARTY BENEFICIARIES. This AGREEMENT is solely for the benefit of the parties hereto and no provision of this AGREEMENT shall be deemed to confer upon third parties any remedy, claim, liability, reimbursement, claim of action or other right in excess of those existing without reference to this AGREEMENT.

E. ENTIRE UNDERSTANDING. This AGREEMENT sets forth the entire agreement and understanding of the parties hereto. There have been no representations or statements, oral or written, that have been relied on by any party hereto, except those expressly set forth in this AGREEMENT.

F. TIME OF PERFORMANCE. In the event this document is not fully executed and approved prior to the date of commencement, it shall be deemed retroactive in force and effect to the date of commencement upon and after the full execution, approvals, required filings, and recordation.



IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS WORMS IN THE CLASSROOM AGREEMENT PURSUANT TO DUE AUTHORIZATION.

LAKE COUNTY SOLID WASTE MANAGEMENT DISTRICT

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Kiera Hagerman	Date	
Executive Director		
AME OF SCHOOL		
DDRESS OF SCHOOL		
Х	Х	
Printed Name	Date	
Teacher	Date	
Х		
Signature		
Х	Х	
Printed Name	Date	
Principal		

Signature