

YMCA 21st Century Community Learning Center
at John F. Deering Middle School



Service Agreement

Service agreement between the YMCA 21st Century Community Learning Center at John F. Deering Middle School and _____ (service provider).

For good consideration, the YMCA 21st Century Community Learning Center at John F. Deering Middle School employs the service provider on the following conditions.

1. **Term of Service.** This agreement is for the following session date(s), unless sooner terminated.

2. **Salary and Other Expenses.** The YMCA 21st Century Community Learning Center at John F. Deering Middle School shall pay the service provider a total up to \$_____, for the services of the service provider (including salary, supplies and other costs), payable in a lump sum no later than 30 days after an invoice is received. Service providers must submit an invoice for payment. Payment for materials/supplies that were budgeted for through the RFP process will be paid within 30 days of receiving the receipts(s)/invoice. Any expense incurred by the service provider that was not budgeted for will not be paid by the YMCA 21st Century Community Learning Center at John F. Deering Middle School unless otherwise agreed upon after the fact between the Program Director and the service provider.
3. **Duties and Position.** The YMCA 21st Century Community Learning Center at John F. Deering Middle School hires the service provider in the capacity of instructor of educational and enriching programs for middle school students and their duties shall be directly related to the planning, design, and implementation of their respective program as outlined in their proposal. Service providers will also be involved in student recruitment and retention and programs may be cancelled due to low student enrollment as outlined in the RFP. If a program is cancelled, the provider will be paid for all salary and supply costs up to and including the date of cancellation. All unused materials must be returned to the YMCA 21st Century Community Learning Center.
4. **Confidentiality and Proprietary Information.** The service provider agrees, during or after the term of this service agreement, not to reveal confidential information to any person, firm, corporation, or entity regarding John F. Deering Middle School, YMCA 21st Century Community Learning Center, school staff, program staff, or students of John F. Deering Middle School. Should the service provider reveal or threaten to reveal this information, the YMCA 21st Century Community Learning Center at John F. Deering Middle School shall be entitled to an injunction restraining the service provider from disclosing same, or from rendering any services to any entity to who said information has been or is threatened to be disclosed. The right to secure an injunction is not exclusive, and the YMCA 21st Century Community Learning Center at John F. Deering Middle School may pursue any other remedies it has against the service provider for breach or threatened breach of this condition, including the recovery of damages from the service provider.
5. **Required Forms.** All service providers shall file the following forms before the program begins: BCI for all staff, Independent Contractor form, W-9, DWC-11, CANTS, and organizational 501©3 tax exempt # (or EIN #). There are no costs associated with these forms and they can be filled out with the assistance of the Program Director and YMCA Human Resource staff
6. **Sick, vacation or missed days.** The service provider is responsible for running their respective program(s) on the day they have signed on for. If the service provider is unable to provide these services and cannot secure a substitute instructor, the service provider will contact the YMCA 21st Century Community Learning Center office by 9:00am on the day service is to be cancelled to ensure that the participants are notified accordingly. Providers will not be paid for any cancelled classes.
7. **Evaluation.** All service providers must adhere to any requirements set forth by the evaluation team in regards to data gathering and tracking. The YMCA 21st Century Community Learning Center will provide notification and assistance when warranted.
8. **Questions and Concerns.** All questions and concerns should be brought to the attention of the Director. If the concerns are unable to be met, a meeting may be requested with Kent County YMCA branch leadership.

Service Provider Signature Date

YMCA Authorized Signature Date

A program of the YMCA of Greater Providence – Kent County Branch

900 Centerville Road · Warwick, RI 02886 · (401) 828-0130

Program Address: John F. Deering Middle School · 2 Webster Knight Drive · West Warwick, RI 02893 · (401) 822-8445