

### Sunset Ridge/Middlefork PTO Contract Checklist

Category	Consideration
<b>Conflict of Interest</b>	Do you or someone on the PTO have a financial or personal interest in the organization? If so, disclose to PTO Executive Board in advance of engaging with entity.
<b>Proper Entity</b>	The contract should be with "Sunset Ridge Middlefork/Parent Teacher Organization"
<b>Proper Contact and Signatory</b>	The address and contact for the PTO is: 525 Sunset Ridge Road Northfield, IL 60093 224-255-3502 president@district29pto.org  Contact PTO Executive Board to determine the individual name contact and signatory for the contract.
<b>Timing</b>	Ensure the date of the services is accurate. If an event is to occur on school property, confirm with principals and PTO Executive Board prior to agreeing to date.
<b>Background Checks</b>	If the contract includes an event/service where individuals from the contracting entity will need to be present on school property or with students, include the following (or similar) clause: "All individuals must have fingerprint background checks, consistent with those required by school district. The background check must have been performed within the past two years"
<b>Insurance</b>	If the contract is for an event/service where the vendor will be present on school property or with students, add the following language "[Name of Vendor] will maintain all appropriate liability and other insurance in accordance with industry standards. Vendor will provide Certificate of Insurance upon request"
<b>Data Privacy/Security</b>	If the contract will be storing data (such as a directory provider or payment provider) ensure that the contract has data privacy/data security provision and liability for damages.
<b>Payment Provisions</b>	Payment should be via check or ACH.  PTO does not agree to fees to make payments. If one form of payment requires a fee, we should pay in the format that avoids the fees.  Is the payment refundable if the event cannot be held? Installment Payments: Preference is a deposit with final payment immediately before or immediately after services have been provided.
<b>Tax Exempt</b>	Do the payment provisions reflect that the PTO is tax-exempt? Tax exempt form is on the PTO website.
<b>Termination Provisions</b>	If the contract is for an event, do the termination provisions provide that the contract may be terminated in case of weather, school closure, and public health order. An example provision could be "In the event that the event or a specific date is cancelled by either party due to health reasons, weather, school closure, public health order or other unavoidable reason, the parties will work to find a mutually agreeable alternative date"  Do the contract provisions provide remedies if the services or product are unsatisfactory? Ideally the contract will provide that if the PTO is not satisfied with the services, the PTO can notify the vendor and the vendor will cure the defect and if it is not cured or cannot be cured, the contract can be cancelled and the PTO will be eligible for a full or partial refund.
<b>Renewal Provisions</b>	The PTO does not enter into contracts with auto-renewal provisions. The contract should end after satisfactory provision of services and payment. The contract should not continue for consecutive school years.
<b>Signature</b>	Ensure contract is fully executed prior to making any payments.
<b>Recordkeeping</b>	Upon full execution, provide final copy to the Executive Board.