

ATTACHMENT D
SAMPLE PROFESSIONAL SERVICES
AGREEMENT

SAMPLE

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES (this “Agreement”) is entered into this ____ day of _____ 2026 (the “Effective Date”) by and between THE BOARD OF EDUCATION OF MONTGOMERY COUNTY, which operates a system of public schools commonly known as Montgomery County Public Schools (hereinafter referred to as “MCPS”), and _____ (hereinafter referred to as the “Contractor”), each referred to individually as a “Party” and collectively as the “Parties.”

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MCPS and the Contractor agree as follows:

ARTICLE I. STATEMENT OF WORK

The Contractor agrees to provide the following deliverables, products, and/or services as further elaborated in the MCPS Request for Proposals No. _____, the Contractor’s response, and/or any other bid solicitation documents referenced and incorporated herein as Attachment A.

If not an RFP

The Contractor agrees to provide the following deliverables, products, and/or services as further elaborated in the Statement of Work, attached hereto and incorporated herein as Attachment A.

ARTICLE II. TERM

This Agreement shall be for a period of performance beginning on the Effective Date indicated above and continue until _____, unless sooner terminated or extended as provided in the MCPS General Contract Articles (as referenced in Article VI below). Any pilot use of the Contractor’s deliverables, products, and/or services by MCPS Users (as defined in Article 18 of the MCPS General Contract Articles) or any training or implementation services provided by the Contractor to MCPS prior to the Effective Date shall be governed by this Agreement and the MCPS General Contract Articles.

ARTICLE III. PROJECT CONTACTS

The designated MCPS Project Contact(s) who will oversee and coordinate the Contractor’s work shall be:

Name
Title
Office
Address
Phone
Email

The designated Contractor Project Contact(s) shall be:

Name
Title
Company
Address
Phone
Email

Each Party may change its designated project contact by giving written notice to the other Party.

ARTICLE IV. PAYMENTS

The Contractor's cost proposals are attached hereto and incorporated herein as Attachment A. The total cost for the deliverables, products, and/or services to be provided under this Agreement shall not exceed _____ as approved by the Board of Education on _____, unless otherwise agreed to by a written amendment duly executed by the Parties. The Contractor shall be paid in accordance with Article 8 of the MCPS General Contract Articles.

ARTICLE V. LICENSE TO USE CONTRACTOR'S DELIVERABLES, PRODUCTS, AND/OR SERVICES

- A. License Grant. In furtherance of MCPS' public purpose, the Contractor hereby grants to MCPS a non-exclusive, royalty-free, non-transferable, worldwide right and license, exercisable by and through its MCPS Users, to the Contractor's deliverables, products, and/or services during the term of the Agreement as set forth in Article I.
- B. The Parties agree that any requirements set forth by the Contractor that use of its deliverables, products, and/or services be for private, personal, and/or non-commercial purposes shall be of no force or effect.
- C. The Contractor acknowledges that MCPS may disclose reports or information generated through the Contractor's deliverables, products, and/or services to MCPS Users, consistent with applicable law.
- D. Copyright and Proprietary Rights. MCPS agrees that the Contractor's deliverables, products, and/or services and the content contained therein are the sole property of the Contractor and its licensors and are protected by United States and International Copyright laws. All copyright, trademark, and other proprietary rights in the Contractor's deliverables, products, and/or services, including but not limited to text, graphics, images, code, illustrations, designs, icons photographs, video clips, and written and other materials are reserved by the Contractor and its licensors. MCPS agrees that it will not use the Contractor's deliverables, products, and/or services in any manner that infringes the proprietary rights of the Contractor or its licensors.
- E. License Restrictions.

- 1) MCPS agrees that it will not, nor permit any of MCPS Users, to: (a) re-sell, rent or lease the Contractor's deliverables, products, and/or services or any part of them; (b) copy any part of the Contractor's deliverables, products, and/or services, except where specifically indicated otherwise or for back-up purposes; (c) reverse engineer, decompile, or disassemble the Contractor's deliverables, products, and/or services or convert them into any other format or medium; (d) use more copies of the Contractor's deliverables, products, and/or services, or deploy the Contractor's deliverables, products, and/or services on more devices or at more sites than authorized by the Contractor; or (e) sub-license the Contractor's deliverables, products, and/or services except as permitted by the Contractor.
- 2) MCPS agrees to use the Contractor's deliverables, products, and/or services in compliance with all applicable laws, rules, and regulations, and Contractor's policies, set forth in Article VIII below, to the extent that such Contractor's policies are not in conflict with this Agreement.

ARTICLE VI. GENERAL CONTRACT ARTICLES

The MCPS General Contract Articles are incorporated herein and made a part of this Agreement as Attachment B.

ARTICLE VII. DATA SHARING AND STUDENT PRIVACY REQUIREMENTS

The following provisions, in addition to and consistent with the data collection and confidential information provisions set forth in Article 18 of the MCPS General Contract Articles, shall together constitute the data sharing agreement between the Parties as required by MCPS Regulation AFA-RA, *Research and Other Data Collection Activities in Montgomery County Public Schools*.

A. Purpose and Scope

- 1) For the use of the Contractor's deliverables, products, and/or services for the purposes set forth in Article I, MCPS and/or MCPS Users are required to provide certain personally identifiable information (as defined in Article 18 of the MCPS General Contract Articles) to the Contractor. Personally identifiable Confidential Information of MCPS Users that MCPS will provide to the Contractor and/or that MCPS Users will input into the Contractor's deliverables, products, and/or services include the data elements listed in Attachment C. **[PLEASE CREATE A LIST OF DATA ELEMENTS TO BE SHARED WITH THE CONTRACTOR]**
- 2) Other than the personally identifiable Confidential Information indicated in Attachment C, no other personally identifiable information shall be provided by MCPS or by MCPS Users.

B. Use of Confidential Information

- 1) The Contractor acknowledges that for the purposes of this Agreement, it will be

designated as a “school official” with “legitimate educational interests” in MCPS education records, as those terms have been defined under FERPA and its implementing regulations, and the Contractor agrees to abide by the FERPA limitations as well as those limitations established by state law and regulation, including Code of Maryland Regulations (COMAR) 13A.08.02, and requirements imposed on school officials. The Contractor will use Confidential Information only for the purpose of fulfilling its duties under this Agreement for MCPS’ benefit, and will not share such data with or disclose it to any third party except as provided for in this Agreement, required by law, or authorized in writing by MCPS.

- 2) MCPS hereby consents to Contractor’s use of _____ as subcontractors and/or third party service providers provided that the Contractor and its subcontractors and/or third party service providers abide by this Agreement and follow the non-disclosure requirements set forth in Article 18.C.6. of the MCPS General Contract Articles.

C. Data Retention and Destruction

- 1) Prior to destroying or permanently deleting Confidential Information pursuant to Article 18 of the MCPS General Contract Articles, the Contractor, upon request by MCPS, shall provide MCPS with either (1) files of raw data, summary data, and reports of such Confidential Information, or (2) access to the Contractor’s deliverables, products, and/or services for MCPS to generate and export such files. Contractor shall provide written confirmation that all Confidential Information under this agreement has been destroyed or permanently deleted.
- 2) The Contractor agrees to provide MCPS access to the Contractor’s deliverables, products, and/or services to create, manually upload, and delete Confidential Information on a per-MCPS User basis.

D. Contractor’s Security of Confidential Information

- 1) The Contractor shall not permit Confidential Information to be maintained or stored on mobile computing devices (e.g. laptops or tablets), unless such device is being used in connection with the Contractor’s backup and recovery procedures. In the event that such a device is being used in connection with the Contractor’s backup and recovery procedures, the Contractor will ensure that such mobile computing devices are encrypted, centrally managed with respect to configuration updates and anti-virus, password protected, and that all such devices will be scanned at the expiration or termination of the Agreement to ensure that no Confidential Information remains stored on such mobile computing devices.
- 2) Encryption. The Contractor assures MCPS that the Contractor’s deliverables, products, and/or services are only accessible via https and all public network traffic is encrypted with industry standard encryption. Encryption of data at rest will be implemented for all stored data.

- 3) MCPS Users will require usernames and passwords to access the Contractor's deliverables, products, and/or services. MCPS understands that MCPS Users are responsible for the integrity and security of usernames and passwords.

ARTICLE VIII. OTHER PROVISIONS

- A. In the event any terms of this Agreement or the MCPS General Contract Articles are inconsistent with (1) the Contractor's documents included herein as Attachment A; (2) or any other Contractor documents (e.g., proposals, quotes, terms of use, privacy policies, or pricing) sent or received in connection with this procurement or posted generally by the Contractor, the terms contained in this Agreement and the MCPS General Contract Articles shall prevail over the terms contained in (1) and (2) above, unless otherwise agreed to in an amendment to this Agreement, duly executed by the Parties. The Contractor agrees to notify the MCPS Project Contact(s) in writing of any changes to such Contractor documents at least 30 days in advance. Any changes that are inconsistent with this Agreement or materially alter the obligations of the Parties under this Agreement shall not apply to MCPS Users, without MCPS' express written consent. In no case will the Contractor alter how Confidential Information is collected, used, or shared under the terms of this Agreement without 30 days advance notice and express written consent from MCPS.
- B. With respect to the Children's Online Privacy Protection Act ("COPPA"), 15 U.S.C. § 6501-6505, and its implementing regulations (16 C.F.R. § 312, *et seq.*), the Parties acknowledge that COPPA permits MCPS, acting in the role of "parent," to provide required consents regarding personal information of students who are under the age of 13, where such consent is limited to the collection of personal information from students for the educational use and benefit of MCPS and does not extend to any commercial purpose. The Parties acknowledge that the Contractor, an "operator" under COPPA, relies on this form of consent for such MCPS Users under this Agreement. The Contractor will provide MCPS all notices required under COPPA, to ensure that MCPS, in providing its COPPA consent, has full information and assurance that the Contractor's practices comply with COPPA.
- C. The Parties' obligations under Articles VII, as well as any other of the Parties' obligations and warranties herein or in the MCPS General Contract Articles, which directly or indirectly are intended by their nature or by implication to survive the Parties' performance, shall survive the expiration, cancellation, or earlier termination of this Agreement.
- D. This Agreement may be executed in counterparts, each of which shall be deemed an original and which together shall constitute one and the same instrument. Each Party may rely on facsimile or Adobe Portable Document Format (PDF) signature pages as if such facsimile or PDF signature pages were originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date of the last signature below.

WITNESS:

BOARD OF EDUCATION OF
MONTGOMERY COUNTY operating
MONTGOMERY COUNTY PUBLIC SCHOOLS

By: _____
Julie Yang
President

Date: _____

[NOTE FOR MCPS: Please delete the Board President's signature block above if the contract amount is less than \$100,000.]

By: _____
Thomas W. Taylor, Ed.D., M.B.A.
Superintendent of Schools

Date: _____

WITNESS:

CONTRACTOR NAME

By: _____
SIGNATORY NAME
SIGNATORY TITLE

Date: _____

ATTACHMENT A
(Statement of Work and Costs)

SAMPLE

ATTACHMENT B
(MCPS General Contract Articles)

SAMPLE

ATTACHMENT C
(List of Data Elements)

SAMPLE