



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
**Agreement between the
School Board of Palm Beach County
and Dave Mangatal, President
Mangco, Inc.**

AGENDA ITEM NUMBER	BOARD MEETING DATE March 16, 2005
CONTACT Marc Baron, Executive Director	PX 4-8780
SCHOOL / DEPARTMENT Dept of Research, Eval & Accountability, Educ Data Warehouse	

THIS AGREEMENT is entered into this 16th day of March, 2005 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and Dave Mangatal - Mangco, Inc., hereinafter referred to as "Consultant".

WHEREAS, the Board desires to enter into this Agreement with the Consultant, providing, among other things, for the Consultant's services to the Board; and

WHEREAS, the Consultant desires to enter into this Agreement with respect to his/her (hereinafter his) services to the Board, upon the terms and conditions hereinafter set forth.

WHEREAS, the Consultant is specially trained and possesses the necessary skills, experience, education and competency, and licenses or credentials to perform the required services.

NOW, THEREFORE, the Board and the Consultant agree as follows:

1. TERM

The term of this Agreement shall commence on April 1, 2005 and shall end on September 30, 2005.

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

Please see attachment.

B. Time, date, and location of services:

April 1, 2005 - September 30, 2005

School District of Palm Beach County, FHESC, DREA - EDW

3. CONSULTANT BACKGROUND INFORMATION

Education BCS - Electrical Engineering, Univ. of West Indies; Masters - Business Administration, Howard Univ.

Position and Address Mangco, Inc. President - 7085 Via Leonardo, Lake Worth, FL 33467

Target Group/School/Department Data Warehouse Team, EDW, DREA

Approximate Number to be Served 12 EDW staff members

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Marc Baron, Executive Director, DREA

TITLE OF THE CONSULTANT'S SUPERVISOR
of the District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

FINANCIAL IMPACT

The financial impact is \$ 80,000.00 The source of funds is _____

IA	FUND	FUNCTION	OBJECT	LOCATION	PROJECT	PROGRAM	GL
	3999	7410	3101	9045	8371		

5. COMPLIANCE WITH POLICIES AND LAWS

The Consultant shall comply with all current School Board of Palm Beach County's Policies. The School Board's policies are located at <http://www.palmbeach.k12.fl.us/> or www.schoolboardpolicies.com and are incorporated herein. It shall be the Consultant's responsibility to comply with all School Board Policies as they may be modified from time to time during the term of this Agreement. The Consultant shall abide by all applicable federal, state and local laws.

6. **COMPENSATION**

A. The School Board shall pay the Consultant the maximum sum of (write out amount)

Eighty Thousand Dollars

(\$ 80,000.00), for a maximum of 800 hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____ Hourly Rate: \$100.00 Flat Rate: _____

I grant permission for any or all parts of this presentation to be videotaped. ☒ Yes ☐ No

B. No payment shall be made unless and until the Board verifies that all services for which payment is requested have been fully and satisfactorily performed. The Consultant shall submit to the Board any documentation necessary to substantiate the full and satisfactory performance of the services for which payment is requested. The administrator who will verify the services have been performed and approve the invoice is:

Marc Baron, Ph.D., Executive Director, Research, Evaluation, and Accountability

7. **CONFIDENTIALITY OF STUDENT RECORDS**

The Consultant is subject to all School District obligations relating to compliance with student records confidentiality laws. By signing this Agreement, the Consultant acknowledges and agrees to comply with the Family Educational Rights and Privacy Act (FERPA) and all State and Federal Laws relating to the confidentiality of student records.

☐ Consultant will not receive student Information.

☐ Consultant will receive student Information and *Release or Transfer of Student Information* (PBSD 0313) will be completed prior to Consultant receiving student information.

☒ Consultant will receive student Information. Since parental consent will not be obtained and Consultant has legitimate educational interests in the information, Consultant shall hereby be deemed an "other school official" in accordance with School Board Policy 5.50 and shall enter into the Addendum concerning student information (Exhibit C) which is attached hereto and incorporated herein.

8. **BACKGROUND CHECKS/FINGERPRINTING**

The School District shall screen applicants and shall be governed by Fl. Stat. § 1012.32(2)(a) [§ 231.02(2)(a)]. The Consultant agrees to submit to a background check and fingerprinting by the School District's Police Department at the sole cost of the Consultant. The Consultant shall not begin providing services contemplated by this Agreement until clearance by the School District. The School Board shall not be liable for rejection of the Consultant on the basis of these compliance obligations. The Consultant agrees that neither the Consultant, nor any employee, agent or representative of the Consultant who has been convicted or who is currently under investigation for a crime against children in accordance with § 435.04, Florida Statutes will enter onto any school site.

9. **INDEPENDENT CONTRACTOR**

The Consultant is, for all purposes arising under this Agreement, an independent contractor. the Consultant and its officers, agents or employees may not, under any circumstances, hold themselves out to anyone as being officers, agents or employees of the Board. No officer, agent or employee of the Consultant or Board shall be deemed an officer, agent or employee of the other party. Neither the Consultant nor Board, nor any officer, agent or employee thereof, shall be entitled to any benefits to which employees of the other party are entitled, including, but not limited to, overtime, retirement benefits, workers compensation benefits, injury leave, or other leave benefits.

10. **OWNERSHIP**

A. All reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and other materials produced by the Consultant under this Agreement shall be the sole and exclusive property of Board. No such materials produced, either in whole or in part, under this Agreement shall be subject to private use, copyright or patent right by the Consultant in the United States or in any other country without the express written consent of Board.

B. Board shall have unrestricted authority to publish, disclose, distribute and otherwise use, copyright or patent any such materials produced by the Consultant under this Agreement.

11. **INDEMNIFICATION/HOLD HARMLESS**

The Consultant shall, in addition to any other obligation to indemnify the Palm Beach County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, or anyone

directly or indirectly employed by them, or of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation in the performance of the work; claims or actions made by the Consultant or other party performing the work. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for Consultant under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the Consultant. The Consultant recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant for good and valuable consideration provided by the School Board in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this Agreement.

12. **TRAVEL**

Travel ☐ is ☒ is not allowable for this contract. Estimated travel expense is not to exceed not applicable for the term of the contract. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 12.061 and School Board Policy #6.01. The Consultant further agrees that reimbursement for travel must be submitted on travel reimbursement forms with the rates determined by F.S. § 112.061 and School Board Policy 6.01 and must be authorized by the appropriate administrator(s).

13. **AMENDMENT**

This Agreement may be amended only with the mutual consent of the parties. All amendments must be in writing and must be approved by the School Board.

14. **ASSIGNMENT**

Neither the Consultant nor the Board may assign or transfer any interest in this Agreement without the prior written consent of the other party.

15. **GOVERNING LAW AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of Florida. Any dispute with respect to this Agreement is subject to the laws of Florida, venue in Palm Beach County, Florida. The prevailing party shall be entitled to attorney's fees and costs incurred as a result of any action or proceeding under this agreement. Each Party shall be responsible for its own attorney's fees.

16. **TERMINATION**

The Board reserves the right to terminate this contract at any time and for any reason, upon giving thirty (30) days notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract and the Board will only be required to pay that amount of the contract actually performed to the date of termination with no payment due for unperformed work or lost profits. In the event School Board determines that the Consultant's services are not being performed as agreed upon, the Consultant shall be deemed to be in default and the School Board reserves the right to cancel this contract with five (5) days notice and to withhold all monies due the Consultant until such time as the Board, in its sole discretion shall determine whether to have the contract services completed by others or to cease obtaining the services. In the event that the Board determines to have the contract completed by others, the Consultant shall be liable for any costs of completion in excess of that called for in this contract. In the event that the Board determines not to have the contract completed by others, the Consultant shall be paid for the services that it satisfactorily performed prior to the termination but, in no event, shall the Consultant be paid for any work not actually performed or for lost profits.

In the event that it is determined that a termination for cause was unjustified, the termination shall be deemed a termination for convenience and the Consultant shall be entitled to payment only for work actually performed prior to the termination and to any additional sums.

17. **MINORITY STATUS**

The School District strongly encourages active minority/women business enterprise participation with all professional services. The Consultant certifies that:

This business is minority owned and operated (minimum 51%) ☒ Yes ☐ No

If a consultant not representing a firm, I am a minority. ☐ Yes ☐ No

If either statement above was checked yes, please indicate minority group.

☐ Black or African American ☒ Asian ☐ Native Hawaiian or Other Pacific Islander ☐ Hispanic or Latino
☐ American Indian or Alaskan Native ☐ Disabled ☐ White Female ☐ Other

18. **LEGAL REVIEW**

The parties hereto represent that they have reviewed the Agreement and have sought legal advice concerning the legal significance and ramifications of the provisions contained herein.

19. **NOTICES**

Any notice *permitted or required* under this Agreement shall be in writing and signed by the party giving or serving the same, and shall be served either by personal delivery or *certified mail to the* following persons and at the following addresses:

Consultant: (Add Consultant's address)

7085 Via Leonardo
Lake Worth, FL 33467
954-347-3638

SCHOOL BOARD OF PALM BEACH
COUNTY, FLORIDA
Purchasing Department
3300 Forest Hill Boulevard, Suite A 323
West Palm Beach, Florida 33406

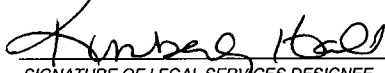
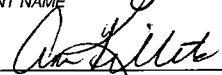
20. **MANDATORY CONTRACT DOCUMENTS**

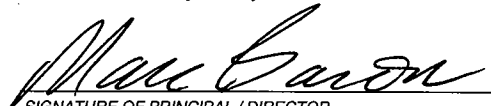
This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these **mandatory** attachments)

- "Exhibit A" - Provide consultant evaluation
- "Exhibit B" - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997)

NOW, THEREFORE, the parties hereto have affixed their signatures on the day and year first above written.

This contract was recommended for approval by:


SIGNATURE OF LEGAL SERVICES DESIGNEE
Kimberly Hall
PRINT NAME

SIGNATURE OF CHIEF OFFICER
Ann Killets
PRINT NAME
2-14-05
DATE
2/14/05
DATE


SIGNATURE OF PRINCIPAL / DIRECTOR
Marc Baron, Executive Director, DREA
PRINT NAME
2/11/05
DATE

SIGNATURE OF APPROPRIATE ASSOCIATE / AREA / ASSISTANT SUPERINTENDENT

DATE

PRINT NAME

**The School Board of
Palm Beach County, Florida**

Consultant

By: _____
THOMAS E. LYNCH
CHAIRMAN

DATE

Attest:

By: _____
ARTHUR C. JOHNSON, Ph. D.
SUPERINTENDENT

DATE

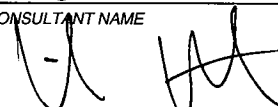
Witnesses: (Two are required)

SIGNATURE

PRINT NAME

SIGNATURE

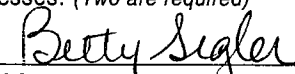
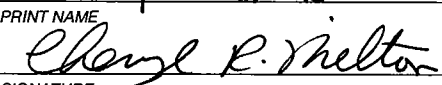
PRINT NAME

Dave Mangatal, President
PRINT CONSULTANT NAME
By: 

SIGNATURE
2-15-05
DATE

PRINT NAME

Witnesses: (Two are required)


SIGNATURE
BETTY SIGLER
PRINT NAME

SIGNATURE
CHERYL R. MILTON
PRINT NAME

ADDENDUM, Concerning Student Information, to the Consultant Contract Agreement ("the Contract") dated March 16, 2005, between The School Board of Palm Beach and Dave Mangatal, President, Mangco, Inc.

Pursuant to School Board Policy 5.50, receipt of which is acknowledged by the vendor's/partner's signature below, the School District hereby designates Dave Mangatal, President, Mangco Inc. ("the Party") as an "other school official" for purposes of receiving limited personally-identifiable student information under FLA. STAT. § 1002.22(3)(d)2 because the School District recognizes the Party has legitimate educational interests in receiving this information in order to carry out the Party's responsibilities for the school or District under the Contract. (All other terms of the Contract remain the same.)

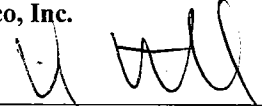
As a condition precedent to receiving confidential student information, the Party warrants and agrees that the Party:

- will limit the use of, or access to, confidential student information to the limited scope of information actually needed to complete the services under contract. The District has determined that the Party has a legitimate educational interest in receiving only the following fields of student data: demographics, absences, discipline, schedules, grades and conduct, test scores (FCAT SSS, FCAT NRT, SRI, RRR, SAT, Diagnostic, Common Assessment), course, extra curriculum, teacher (OOF, years experience, highest educational level), special programs, teacher course (master schedule), school information, calendar (school and district), academic history; and assignment history.
- will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under the Contract); and
- shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Addendum, and shall require that all employees/agents accessing the data must be trained in, and sign an acknowledgement regarding, the confidentiality requirements; and
- will comply with the requirements of Fla. Admin. Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by the Party in any form to any party other than appropriate school officials or the Party's employees/agents to the extent allowed herein (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the parent/guardian, as appropriate; and
- shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and the Party shall monitor the security and safekeeping of the confidential data; and
- will dispose of all information disclosed to it by the School District (and any copies thereof), after the purpose for which the information is disclosed has been served, or five years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing (or physically destroying) any electronic media such as computer files, tapes, or diskettes, or physically destroyed.

The parties acknowledge that the terms contained in this Addendum supersede any inconsistent terms in the Contract.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum:

Mangco, Inc.

By: 
Dave Mangatal, President

Date: 2-15-2005

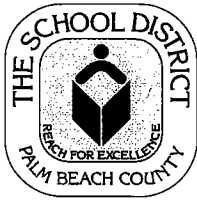
The School Board of Palm Beach County

By: _____
Thomas E. Lynch, Chairman

Date: _____

By: _____
Arthur C. Johnson, Ph.D., Superintendent

Date: _____



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Agreement between the
School District of Palm Beach County
And Dave Mangatal, President
Mangco, Inc.

The consultant shall function as a master developer and provide technical expertise to the data warehouse team in the areas of security and analytical/reporting solutions.

The consultant will provide weekly-customized hands-on training sessions. Through the training and co-development with the Consultant, the EDW team will be able to fast track a higher volume of more flexible and user-friendly reports and graphs. For example:

- ✓ Student listing reports (e.g. class rosters)
- ✓ Summary reports and graphs, (e.g. Gold Report)
- ✓ School dashboards (e.g. algebra compliance)
- ✓ Leading indicator reports aligned to the Academic Business Plan (e.g. diagnostic reports/graphs)

The consultant brings years of expertise working with Cognos products. He has been the Cognos Project Manager from Phase I of Data Warehouse to the present. This will further develop in-house expertise.

Approval of this contract increases the efficiency of the project in the following ways:

- ✓ Reduces Cognos administrative overhead
- ✓ Increases the stability of the staffing of the data warehouse project
- ✓ Reduces overall cost of contract by using salary available from vacant developer position

The consultant has:

- ✓ Expertise in the knowledge and use of Cognos tools
- ✓ Demonstrated success in producing data warehouse solutions
- ✓ Knowledge of local system and data structures
- ✓ Demonstrated ability to effectively interact with district staff
- ✓ Proven ability to provide stability to the project