CONSULTING SERVICES AGREEMENT

THIS CONSULTING SERVICES AGREEMENT ("Agreement") between Dr. Mac McGuire D/B/A McGuire & Associates Consulting, a Texas sole proprietorship, (hereinafter "Consultant"), with its principal place of business at 201 Woodland Park, Georgetown, TX 78633-2007, and Williamson County, Texas, a political subdivision of the State of Texas (hereinafter "County"), having an address of 710 Main Street, Suite 101, Georgetown, Texas, 78626, sets forth the terms and conditions pursuant to which Consultant will provide certain services.

1. Consulting Services

1.1 A statement of work ("SOW") is attached hereto and the terms therein are incorporated in this Agreement. Consultant agrees to perform the consulting services ("Services") as set forth in the attached SOW, and in any subsequently approved SOW referencing this Agreement, in a professional manner. Consultant agrees to personally provide the Services described in the SOW.

2. Term and Termination

- 2.1 This Agreement will have an initial term of one year, or the length of the engagement.
- 2.2 Either party may terminate this Agreement, with or without cause, upon not less than thirty (30) calendar day's written notice to the opposite party. County shall pay Consultant for all Services performed prior to termination.
- 2.3 If either party commits an Event of Breach (a breach of any of the covenants, terms and/or conditions of this Agreement), the non-breaching party shall deliver written notice of such Event of Breach to the breaching party. Such notice must specify the nature of the Event of Breach and inform the breaching party that unless the Event of Breach is cured within ten (10) days of receipt of the notice, additional steps may be taken to terminate this Agreement. If the breaching party begins a good faith attempt to cure the Event of Breach within said ten (10) days, then and in that instance, the said ten (10) day period may be extended by the non-breaching party, so long as the breaching party continues to prosecute a cure diligently to completion and continues to make a good faith attempt to cure the Event of Breach. If, in the opinion of the non-breaching party, the breaching party does not cure the Event of Breach within the above referenced ten (10) day period or otherwise fails to make any diligent attempt to correct the Event of Breach, the breaching party shall be deemed to be in breach and the non-breaching party may, in addition to seeking the remedies mentioned hereinafter and/or remedies available under the law, terminate this Agreement.

3. Payment and Taxes

3.1 County agrees to pay Consultant the fees set forth in the SOW.

Consultant will invoice County semi-monthly for Services. County's payment of the Services shall be governed by Chapter 2251 of the Texas Government Code. Invoices shall be paid by County within thirty (30) days from the date of the Williamson County Auditor's receipt of an invoice. Interest charges for any late payments shall be paid by County in accordance with Texas Government Code Section 2251.025. More specifically, the rate of interest that shall accrue on a late payment is the rate in effect on September 1 of County's fiscal year in which the payment becomes due. The said rate in effect on September 1 shall be equal to the sum of one percent (1%); and (2) the prime rate published in the Wall Street Journal on the first day of July of the preceding fiscal year that does not fall on a Saturday or Sunday. In the event that a discrepancy arises in relation to an invoice, such as an incorrect amount on an invoice or a lack of documentation that is required to be attached to an invoice to evidence the amount claimed to be due, County shall notify Consultant of the discrepancy. Following County's notification of any discrepancy as to an invoice, Consultant must resolve the discrepancy and resubmit a corrected or revised invoice, which includes all required support documentation, to the Williamson County Auditor. County shall pay the invoice within thirty (30) days from the date of the Williamson County Auditor's receipt of the corrected or revised invoice. County's payment of an invoice that contains a discrepancy shall not be considered late, nor shall any interest begin to accrue until the thirty-first (31st) day following the Williamson County Auditor's receipt of the corrected or revised invoice.

3.2 County agrees to pay the amount of any sales, value added, use, excise or similar taxes applicable to the performance of the SOW, if any, or County shall provide Consultant with a certificate acceptable to the taxing authorities exempting County from payment of such taxes.

4. Ownership and License

Consultant retains all ownership and intellectual property rights in techniques, methodology, and products (collectively "IP") provided or used by Consultant in the performance of services, and any extensions to Consultant IP developed in conjunction with the SOW, including but not limited to training materials. Consultant grants to County, a perpetual, nonexclusive, nontransferable, worldwide, fully paid up license to use, solely for its own internal business purposes, elements of the Services, which contain Consultant IP.

5. Confidential Information

- 5.1 To the extent authorized by law, any business, operational, commercial, financial or technical information furnished by Consultant to County under this Agreement will remain Consultant's property, will be deemed proprietary, will be kept confidential to the extent allowed by law, and will be promptly returned at Consultant's request. Except as otherwise required by law, County may not disclose, without Consultant's written permission, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this section will survive the cancellation, termination, or completion of this Agreement.
- 5.2 To the extent authorized by law, any business, operational, commercial, financial or technical information provided by County to Consultant will remain County's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at County's request.

Consultant may not disclose, without County's written permission or as required by law, any such information or data to any third party, or use such information or data itself for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section will survive the cancellation, termination, or completion of this Agreement.

5.3 To the extent, if any, that any provision in this Agreement is in conflict with Tex. Gov't Code 552.001 et seq., as amended (the "Public Information Act"), the same shall be of no force or effect. Furthermore, it is expressly understood and agreed that County, its officers and employees may request advice, decisions and opinions of the Attorney General of the State of Texas in regard to the application of the Public Information Act to any items or information furnished to County as to whether or not the same must be made available to the public. It is further understood that County, its officers and employees shall have the right to rely on the advice, decisions and opinions of the Attorney General, and that County, its officers and employees shall have no liability or obligation to Consultant for the disclosure to the public, or to any person or persons, of any items or information furnished to County by Consultant in reliance of any advice, decision or opinion of the Attorney General of the State of Texas.

6. Relationship between the Parties

Each party to this Agreement, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever.

7. Indemnification

Consultant shall indemnify and defend County against all claims, liabilities and costs, including reasonable attorney fees, reasonably incurred in the defense of any claim brought against the County in the courts of the United States and Canada by a third party(s) alleging that a party's use of any material or information supplied by the Consultant in relation to the Services provided hereunder infringes or misappropriates any copyright, trade secret or United States or Canadian patent of which the party supplying the material or information is or should be aware; provided that the County notifies the Consultant in writing of any such claim and the Consultant is permitted to control fully the defense and any settlement of such claim as long as such settlement shall not include a financial obligation on the County. The County shall cooperate fully in the defense of such claim and may appear, at its own expense, through its own counsel. The Consultant may, in its sole discretion, settle any such claim on a basis Consultant substitutes for the material or information, alternative, substantially equivalent non-infringing material or information.

8. Limitation of Liability

NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES.

9. Change Requests

County or Consultant may request changes to the Services to be performed under the applicable SOW by written notice ("Change Requests"). The nature of these changes include, but are not limited to, additions to or deletions from any services, changes to the schedule, prevention or loss of work due to inadequate facilities, or changes to key final decisions, or, any extra work by Consultant necessitated by County not meeting its obligations or preventing Consultant from meeting its obligations.

All Change Requests shall be subject to the following terms:

- i. Disputes regarding Change Requests shall be handled pursuant to applicable dispute resolution section contained herein below:
- ii. Each Change Request relating to any Services and referencing this Agreement shall be deemed a separate Agreement incorporating all of the terms and conditions of this Agreement;
- iii. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of any Change Request, the terms and conditions of this Agreement shall control.

11. Dispute Resolution/Mediation

The parties to this Agreement will work together in good faith to resolve any controversy, dispute or claim between them which arises out of or relates to this Agreement, whether stated in tort, contract, statute, bad faith, professional liability or otherwise ("Claim"). If the parties are unable to resolve the Claim within thirty (30) days following the date in which one party sent written notice of the Claim to the other party, and if a party wishes to pursue the Claim, such Claim shall be addressed through non-binding mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA"). A single mediator engaged in the practice of law, who is knowledgeable about subject matter of this Agreement, will conduct the mediation under the then current rules of the AAA. Any mediation under this Agreement shall be conducted in Williamson County, Texas. All costs involved in the mediation shall be borne equally between the parties, except that each party shall bear its own attorneys fees. Nothing herein is intended to prevent either party from seeking any other remedy available hereunder or at law, including seeking redress in a court of competent jurisdiction. This provision shall survive the termination of this Agreement.

The parties hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC Section 1-14) or any applicable state arbitration statute.

12. General

- 12.1 <u>Venue and Governing Law.</u> Each party to this Agreement hereby agrees and acknowledges that venue and jurisdiction of any suit, right, or cause of action arising out of or in connection with this Agreement shall lie exclusively in either Williamson County, Texas or in the Austin Division of the Western Federal District of Texas, and the parties hereto expressly consent and submit to such jurisdiction. Furthermore, except to the extent that this Agreement is governed by the laws of the United States, this Agreement shall be governed by and construed in accordance with the laws of the State of Texas, excluding, however, its choice of law rules.
- 12.2 <u>Force Majeure</u>. If the party obligated to perform is prevented from performance by an act of war, order of legal authority, act of God, or other unavoidable cause not attributable to the fault or negligence of said party, the other party shall grant such party relief from the performance of this Agreement. The burden of proof for the need of such relief shall rest upon the party obligated to perform. To obtain release based on force majeure, the party obligated to perform shall file a written request with the other party.
- 12.3 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof, but rather this entire Agreement will be construed as if not containing the particular invalid or unenforceable provision or provisions, and the rights and obligation of the parties shall be construed and enforced in accordance therewith. The parties acknowledge that if any provision of this Agreement is determined to be invalid or unenforceable, it is the desire and intention of each that such provision be reformed and construed in such a manner that it will, to the maximum extent practicable, give effect to the intent of this Agreement and be deemed to be validated and enforceable.
- 12.4 <u>Successors and Assigns</u>; <u>Assignment</u>. This Agreement shall be binding upon and inure to the benefit of parties hereto and their respective successors and assigns. No party to this Agreement may assign or transfer its interest in or obligations under this Agreement without the prior written consent of all parties to this Agreement.
- 12.5 No Third Party Beneficiaries. This Agreement is for the sole and exclusive benefit of the parties hereto and nothing in this Agreement, express or implied, is intended to confer or shall be construed as conferring upon any other person any rights, remedies or any other type or types of benefits.
- 12.6 No Waiver of Immunities. Nothing in this Agreement shall be deemed to waive, modify or amend any legal defense available at law or in equity to County, its past or present officers, employees, or agents, nor to create any legal rights or claim on behalf of any third party. County does not waive, modify, or alter to any extent whatsoever the availability of the defense of governmental immunity under the laws of the State of Texas and of the United States.
- 12.7 County's Right to Audit. Consultant agrees that County or its duly authorized representatives shall, until the expiration of three (3) years after final payment under this

Agreement, have access to and the right to examine and photocopy any and all books, documents, papers and records of Consultant which are directly pertinent to the services to be performed under this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions. Consultant agrees that County shall have access during normal working hours to all necessary Consultant facilities and shall be provided adequate and appropriate work space in order to conduct audits in compliance with the provisions of this section. County shall give Consultant reasonable advance notice of intended audits.

- 12.8 Appropriation of Funds by County. County believes it has sufficient funds currently available and authorized for expenditure to finance the costs of this Agreement. Consultant understands and agrees that the County's payment of amounts under this Agreement is contingent on the County receiving appropriations or other expenditure authority sufficient to allow the County, in the exercise of reasonable administrative discretion, to continue to make payments under this Agreement.
- 12.9 <u>Conflicting Terms.</u> In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions of the SOW, as amended, the terms and conditions of this Agreement shall control.
- 12.10 Execution in Counterparts. This Agreement may be executed in counterparts, each of which, when executed and delivered, shall be deemed to be an original and all of which together shall constitute one and the same document.
- 12.11 Entire Agreement. This Agreement (including any SOW attached hereto or subsequently approved by the parties) represents the entire agreement between the parties and supersedes any and all prior or contemporaneous agreements or representations. This Agreement may not be modified or amended except in a writing signed by an authorized representative of each party. NO OFFICIAL, EMPLOYEE, AGENT, OR REPRESENTATIVE OF THE COUNTY HAS ANY AUTHORITY, EITHER EXPRESS OR IMPLIED, TO AMEND THIS AGREEMENT, EXCEPT PURSUANT TO SUCH EXPRESS AUTHORITY AS MAY BE GRANTED BY THE WILLIAMSON COUNTY COMMISSIONERS COURT. It is agreed that the terms of this Agreement shall supersede the preprinted terms in any County purchase order or other ordering document.

WITNESS WHEREOF each County and Consultant has caused its authorized representatives to execute and deliver this Agreement effective as of the date which this Agreement is last signed below.

MCGUIRE & ASSOCIATES CON	SULTING
BY: Mac McGuire	x
TITLE: Owner	
DATE: 12/4	_, 20_/2_
WILLIAMSON COUNTY, TEXAS	
BY: 4	
Dan A. Gattis, Williamson County Judge	
12 17	20 17

DR. MAC McGUIRE D/B/A

EXHIBIT A STATEMENT OF WORK

The following describes the Services that shall be provided and accomplished by Consultant pursuant to the terms and conditions of the Agreement and this SOW:

Scope of Work:

Consultant will provide County with a tailored Leadership Development Program designed to assist leaders and potential leaders in developing their leadership skills. The classes will be based upon over 3,500 books and the latest material regarding leadership, customer service, change management, mentoring, coaching, counseling, and strategic planning. The classes will be taught interactively and will also use textbook information from MBA programs where Dr. McGuire teaches at the University of Texas, University of Mary Hardin Baylor, and SMU.

Time for Performance:

The Service to be performed under this SOW shall be completed within 365 calendar days of the last party's execution of the Agreement.

Compensation:

The maximum amount payable for all Time and Materials under the Agreement, without modification, shall not exceed \$37,000.

Time and Materials Rates:

The rates for Time and Materials shall be as follows:

Basic Leadership Training

January 2013 - 10 Steps to Becoming a Leader

March 2013 - 12 Steps to Creating an All-Star Team

April 2013 - Taking Charge: Being in Charge

May 2013 - 8 Steps to Managing Change

June 2013 - Mentoring, Coaching, Counseling

Advanced Leadership Training

July 2013 - 21 Irrefutable Laws - Class 1

July 2013 - 21 Irrefutable Laws - Class 2

Aug 2013 - The Indisputable Ten Commandments of Being an Effective Boss

Ongoing Leadership Continuing Education Sessions - Specific to Williamson County Emergency Communications

Session #1 (April 2013) - Quality Evaluation - Internal Feedback and Tracking

Session #2 (July 2013) - Quality Evaluation - External Feedback and Tracking

Session #3 (September 2013) - Strategic Planning - Reassessing the Mission, Vision, Values and Goals

Total for Scheduled Services: \$24,500

Contingency for Additional Training and Services: \$12,500

Payment:

Payment for the Time and Materials actually incurred shall be made in accordance with the terms of the Agreement.



201 WOODLAND PARK GEORGETOWN, TX 78633-2007

www.macmcguire.com

CELL (512) 656-8946

Program of Work: Williamson County Leadership Development Program

Basic Leadership Training
Advanced Leadership Training

Basic Leadership Training First Time Managers/Leaders/Supervisors

- I. 10 Steps to Becoming a Leader: Developing the Leader Within You
- II. 12 Steps to Creating an All-Star Team: A High Performing Work Team

III. Taking Charge: Being in Charge

- IV. Eight Steps to Managing Change in Your Organization: How to Plan and Implement
 Changes at Work
 - V. Mentoring, Coaching, and Counseling: Which Is Appropriate and When?

At the conclusion of this coursework, the participants will receive a certificate from Williamson County. All training is based upon the latest research from MBA textbooks, Harvard Business Review and MIT/Sloan Management Review. The Basic Leadership Certificate will provide the

first level leader/manager/supervisor the skill sets necessary to become a success within the organization.

The classes are conducted every month for five months and are intended to build upon each other. This course is designed for current leaders and prospective leaders.

Advanced Leadership Training

Second Level Leaders/Managers Training 2nd, 3rd Level Leaders

I. Twenty-One Irrefutable Laws of Leadership

II. Mentoring, Coaching, and Counseling: Which Is Appropriate and When?

III. The Indisputable Ten Commandments of Being an Effective Boss

At the conclusion of this coursework, the participants will receive a certificate from Williamson County. The Advanced Leadership Training Certificate will provide the second level and higher leaders/managers/supervisors the skill sets necessary to become a success within the organization. Coursework is shown on subsequent pages.

The classes are conducted every other month and will conclude at the same time as the Basic Leadership Training. Each previous class is intended to build upon each other. This course is designed for current leaders and prospective leaders and has the latest information from the MBA textbooks, Harvard Business Review and MIT/Sloan Management Review.

The outcome of this Leadership Development Program is to continually evaluate the leadership styles to date, determine what gaps are prevalent, and determine what to do about it. These courses can be further tailored to fit the client's needs at no cost. Research to provide tailoring is not to be charged to the client.

Course introductions are shown below.

10 Steps to Becoming a Leader: Developing the Leader Within You - This seminar recognizes that each one of us can be a leader, formally or informally. If you are in any sort of leadership position, or subscribe to be in one whether business, church, parent, teacher, you may want to attend this course. What are you doing to improve your leadership skills? Are you a leader now?

This course will examine the difference between leadership styles, outlining principles for inspiring and influencing others. These principles, as outlined in the course, can be used in any organization to build integrity, promote self-discipline, and bring about positive change. It will also define the leader managers apart from the "run of the mill managers."

We will discuss:

- The Leading Leader
- The Learned Leader
- The Latent Leader
- The Limited Leader
- The difference between management and leadership
- The latest research available concerning how to become a leader

Questions to be resolved by the seminar:

Are leaders' long-term thinkers?

- Do leaders need the big picture and related it to others?
- Should the leader really put a great deal of emphasis on mission, values, and motivation?
- Does the effective leader need to be a politician?
- Do leaders ever have to accept the status quo?

The outcome of the seminar is to allow the participants to address their major leadership questions and validate where they are now in the leadership journey. It is also designed to give the participants the key skill sets to make them successful when working with all kinds of people.

12 Steps to Creating an All-Star Team: A High Performing Work Team - This seminar is designed to give the participants the tools necessary to develop a high performing team. The steps are clear-cut and will require education, training, and understanding.

Topics to be discussed:

- Providing strong leadership
- Creating and reinforcing a positive work culture
- Creating and gaining alignment on a departmental purpose
- Leading your team to become interdependent and maximize group synergy
- Creating meetings characterized by high communication and trust
- Encouraging employees to use their creative talents
- Solving problems proactively
- Recognizing and defining opportunities
- Gaining team commitment

Questions to be addressed:

- · How does management encourage teams?
- · Are there different management skills needed to lead teams?
- Has the role of manager shifted over the past decade?
- How can you shift to a group responsibility and still maintain accountability?
- How do you gain commitment?
- How do you overcome the troublesome employee?
- How can you improve innovation, creativity, and receive more ideas for improvement?

The outcome is for each participant to take a day and evaluate his or her team efforts either at work or home. It is also designed to give the participants the key skill sets to make them successful when working with all kinds of people. All seminars are taught interactively and with humor. What can be done to build this strong team committed to excellence? What is the role of the leader in building the team? How can we have success?

<u>Taking Charge: Being in Charge</u> - This class discusses the critical elements of becoming a leader anywhere, anytime. It is intended to be the ultimate down-to-earth seminar designed for the front line supervisor who wants to develop, hone, and refine his or her leadership skills.

Topics to be addressed:

- Handling hiring
- Working with difficult employees
- Firing incompetent employees
- Organizing a crises
- · Keeping abreast of changes in technology
- Managing Time
- Establishing Priorities
- Working with Stress

Questions to be answered:

- How do I develop trust?
- Am I a good teacher or is that necessary?
- Should I solve all the problems because of my position?
- Do I have what it takes to move up?
- · Do I manage my time well?
- Do I have the technical competence for my assignment?
- · How do I overcome incompetence in employees?
- How do I do as far as taking care of my people? How do I know?
- Have I provided a strong foundation with a vision?
- · Am I working on the right goals?
- Do I motivate my people? Am I motivated?
- · Am I visible and approachable to my people?

The outcome of this seminar is to evaluate the leadership style to date, determine what gaps are prevalent, and determine what to do about it. All seminars are taught interactively and with humor. It is also designed to give the participants the key skill sets to make them successful when working with all kinds of people.

Eight Steps to Managing Change in Your Organization: How to Plan and Implement Changes at Work. This seminar is designed to provide the participant with the tools to evaluate where the organization is and is not. It will offer an eight-stage process to implement the positive, proactive change necessary to improve business processes.

Topic to be discussed:

- Transform the organization
- Successful changes
- Establishing a sense of urgency
- Finding the right enemy
- Creating the guiding coalition
- Developing the vision and strategy
- Communicating the change
- Empowering the employees during the change
- Generating short term wins
- Consolidating gains and producing more change
- Anchoring new approaches in the culture

Questions to be answered:

- How do we know that we need a change?
- Why should we change?
- Are we allowing too much complacency?
- Do we truly understand the power of vision?
- Have we undercommunicated the change in the past?
- Have we permitted obstacles to prevent earlier changes and how can we overcome them this time?
- What is our corporate culture like?
- What are the top eight mistakes we can make in implementing a change?

The outcome of this seminar will be to train and educate participants concerning how to develop, design, document, and implement change for the better. All seminars are taught interactively and with humor. It is also designed to give the participants the key skill sets to make them successful when working with all kinds of people.

Mentoring, Coaching, and Counseling: Which Is Appropriate and When? - The purpose of this seminar is to give leaders and managers and practical guide that allows them to determine which of the above topics are necessary and when to use each one. It is based upon a number of books and the experience of the instructor being in leadership positions for over 37 years.

Topics to be covered:

- · Defining mentoring, coaching and counseling
- The unforgivable mistakes a leader/manager can make
- The art of delegation
- · Deciding who should be mentored
- · Describing the key qualities of the empowered workplace
- · Defining the three paths to empowerment
- · Improving self-esteem, yours and theirs
- Determining motivation
- Developing collaborative relationships

Questions to be addressed:

- What are the benefits of mentoring, coaching and counseling?
- Why you cannot afford to do all three at different times for all employees?
- · How to give constructive feedback?
- · How to stay cool under stress?
- How to plan and conduct effective sessions for all three and make it seem formal or informal?
- How to avoid pitfalls and fatal errors?
- · What are the guidelines for effectiveness?

The outcome of this seminar will be to train and educate participants concerning how and when to mentor, coach, and counsel. It also helps the participant see where they need to work to overcome any current deficiencies. All seminars are taught interactively and with humor. It is also designed to give the participants the key skill sets to make them successful when working with all kinds of people.

Twenty-One Irrefutable Laws of Leadership - This seminar is designed to acquaint the participant with the new book and recent research concerning the best managers on earth. What do they do and why? It is based upon a number of books and the experience of the instructor being in leadership positions for over 37 years.

Topics to be covered:

- Solid Ground Importance of Trust
- Human Capital Respect and Dignity for all
- · Avoiding a Leadership Bias
- Attracting Talent
- Selecting Talent
- Defining the Outcomes
- · Focusing on the Strengths
- The Right Fit
- Performance Management

Questions to be answered:

- Why do we keep promoting people to their level of incompetence?
- How do these managers terminate and keep a relationship intact?
- How can we build trust and be seen as trustworthy?
- How can you navigate for your group?
- · What are the most critical elements of outcomes?
- · How can we connect with our people?
- How do we acquire an effective inner circle?
- How do we leave a legacy?

The outcome of this seminar will be to train and educate participants concerning how and when to make some decisions like the world's greatest managers. Where are the similarities and the differences with you? It also helps the participant see where they need to work to overcome any current deficiencies. All seminars are taught interactively and with humor. It is also designed to give the participants the key skill sets to make them successful when working with all types of people.

Mentoring, Coaching, and Counseling: Which Is Appropriate and When? - The purpose of this seminar is to give leaders and managers and practical guide that allows them to determine which of the above topics are necessary and when to use each one. It is based upon a number of books and the experience of the instructor being in leadership positions for over 37 years.

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Questions to be addressed:

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- Why you cannot afford to do all three at different times for all employees?
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- How to stay cool under stress?
- How to plan and conduct effective sessions for all three and make it seem formal or informal?
- How to avoid pitfalls and fatal errors?
- What are the guidelines for effectiveness?

The outcome of this seminar will be to train and educate participants concerning how and when to mentor, coach, and counsel. It also helps the participant see where they need to work to overcome any current deficiencies. All seminars are taught interactively and with humor. It is also designed to give the participants the key skill sets to make them successful when working with all kinds of people.

The Indisputable Ten Commandments of Being an Effective Boss - This seminar is designed for those personnel who are currently managers of people or soon will be. It is also a good refresher for those who have been in charge for a while but may have lost an edge or just need refreshing. The commandments are irrefutable and must be met for success to follow. It is based upon over 200 books and the experience of the instructor being in leadership positions for over 37 years.

Topics to be covered:

- Trust
- Importance of Attitude
- Controlling emotions when everyone else has lost theirs
- Being a good Teacher
- You can't solve all of the problems
- Look toward the end
- · Improving communications which, without a concerted effort, kills organizations
- Time Management and Priorities
- The infamous "Golden Rule" and what it really means to you and the others
- When to empower and how
- · Look for Slow Moving Rabbits and Low Hanging Fruit
- Developing yourself with four critical criteria as a backdrop

Questions to be answered:

- Do my people really trust me?
- How do I know if they trust me or not?
- Do I really have the right attitude?
- Am I a good teacher?
- Does being a good teacher and a good leader go hand in hand?
- Do I live and set the right example for others?
- What are slow moving rabbits anyway?
- What are the four essential, critical criteria for success in life?

The outcome of this seminar will be to train and educate participants about the irrefutable laws and commandments of being a good boss. Where can you maximize your efforts? It also helps the participant see where they need to work to overcome any current deficiencies. All seminars are taught interactively and with humor. It is also designed to give the participants the key skill sets to make them successful when working with all kinds of people.