



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
School District Consultant Agreement

AGENDA ITEM NUMBER	BOARD MEETING DATE
CONTACT Debra Johnson, Transition CTO	PX 47641
SCHOOL / DEPARTMENT	

Agreement between the School Board of Palm Beach County and SEBA Solutions Inc.

THIS AGREEMENT is entered into this nineteenth day of July 2007 by and between the SCHOOL BOARD OF PALM BEACH COUNTY, hereinafter referred to as "Board" and SEBA Solutions 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 July 19, 2007 and shall end on June 30, 2008

2. RESPONSIBILITIES OF CONSULTANT

A. The Consultant shall perform the following services:

Provide strategy development and project management training to IT/ET staff to facilitate timely and effective execution of technology projects (Option 1 of attached proposal).
Phase 1: Strategy Planning/Development (3 days); Phase 2 - Training Plan Execution (36 days)

B. Time, date, and location of services:

Mutually agreed dates.

3. CONSULTANT BACKGROUND INFORMATION

Education PH.D. in Industrial Engineering, MS in Engineering Management, B.S. in Electrical Engineering

Position and Address Dr. James T. Brown, President SEBA Solutions, Inc. 2802 Bellwind Circle; Viera, FL 32955

Target Group/School/Department IT/ET Department Project Managers & Directors

Approximate Number to be Served 6 classes of 25 students each

4. EVALUATION/FOLLOW-UP METHOD

Evaluation of the Consultant shall be provided by Debra Johnson, Transition CTO
TITLE OF THE CONSULTANT 'SUPERVISOR

of the District at regular intervals and in accordance with the attached evaluation tool, Exhibit "A".

FINANCIAL IMPACT

The financial impact is \$184,575.00 The source of funds is Capital Accounts Split Evenly-See Attachment (C)

DEPT	FUND	FUNC	ACCT	PROGRAM	BUDG. MGR.	LOCAL CODE	AWARD YEAR
9049	3999	7410	531010	8394	9049		

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)

One hundred eighty four thousand five hundred seventy five (see page 5 - Option 1)

(\$ 184,575.00), for a maximum of _____ hours which is based upon the following rate schedule.

Daily Rate: _____ Half Day Rate: _____

Hourly Rate: _____ 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:

Debra Johnson, Transition CTO

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 Jessica Lunsford Act: All individuals who are permitted access on school grounds when students are present, individuals who will have direct contact with children or any student of the School District, or who will have access to or control of school funds must be fingerprinted and background checked. Consultant agrees to undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all individuals in the organization who meet any of the conditions to submit to a background check, including fingerprinting by the School District's Police Department, at the sole cost of Consultant. Consultant shall not begin providing services contemplated by this Agreement until Consultant receives notice of clearance by the School District. The School Board, nor its members, officers, employees, or agents, shall not be liable under any legal theory for any kind of claim whatsoever for the rejection of Consultant (or discontinuation of Consultant's services) on the basis of these compliance obligations. 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 delineated in Florida Statutes §435.04 will be employed in the performance of this contract.

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 N/A for the term of the contract. The Consultant agrees to submit all necessary documentation and proof of expenses in accordance with F. S. § 1 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. Each Party shall be responsible for its own attorney's fees and costs incurred as a result of any action or proceeding under this agreement.

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 Dr. James T. Brown, President SEBA Solutions, Inc.
 Address 2802 Bellwind Circle
Viera, FL 32955

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

Telephone # (312) 269 - 1222 Extension # _____

Consultant Email **(required)** www.sebasolutions.com
JTBROWN@SEBASOLUTIONS.COM

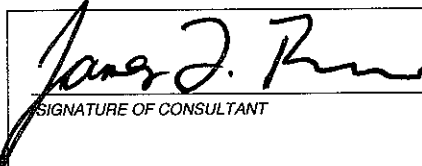
20. **MANDATORY CONTRACT DOCUMENTS (If contract is going to Board for approval)**



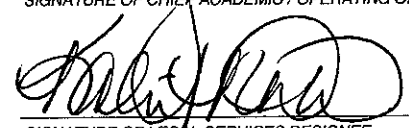
This Agreement includes the terms and conditions set forth in this document, and set forth in the following additional documents attached hereto and incorporate herein: (approval will not be granted without these **mandatory** attachments)

- "Exhibit A" - Provide consultant evaluation (PBSD 2075)
- "Exhibit B" - Beneficial Interest and Disclosure of Ownership Affidavit (PBSD 1997)

- \$2,500 or less requires consultant and principal/director signature only.
- \$2,501 to \$10,000 requires signature of consultant, principal/director, area/assistant superintendent, chief academic/operating officer and superintendent.
- All consultant contracts over \$10,001 must be approved by the Legal Department before going to the Board. The Board Chairman will sign the contract after Board Approval.

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

 SIGNATURE OF CONSULTANT	6/14/07 DATE	Dr. James T. Brown PRINT NAME OF THE CONSULTANT
SIGNATURE OF PRINCIPAL / DIRECTOR	DATE	PRINT NAME OF THE PRINCIPAL / DIRECTOR

 SIGNATURE OF AREA / ASSISTANT SUPERINTENDENT	DATE	Debra Johnson, Transition CTO PRINT NAME OF THE AREA / ASSISTANT SUPERINTENDENT
 SIGNATURE OF CHIEF ACADEMIC / OPERATING OFFICER	6/25/07 DATE	Joseph M. Moore, COO PRINT NAME OF THE CHIEF ACADEMIC / OPERATING OFFICER
 SIGNATURE OF LEGAL SERVICES DESIGNEE	6/28/07 DATE	Kalanthia R Dillard PRINT NAME OF THE LEGAL SERVICES DESIGNEE
SIGNATURE OF ARTHUR C. JOHNSON, Ph. D. SUPERINTENDENT	DATE	SIGNATURE OF WILLIAM G. GRAHAM SCHOOL BOARD CHAIRMAN DATE

SEBA®Solutions Inc.
321.269.1222 voice, 321.264.9075 fax
www.sebasolutions.com

Situation Summary

The School District of Palm Beach County, Florida has the opportunity to substantially improve the execution of technology projects. This opportunity exists because project management processes and skills are at relatively low levels in comparison with both public and private sector organizations of similar size and scope. Tremendous reductions in the amount of cost overruns and schedule delays result when organizations at this level of project management maturity properly deploy project management practices.

Objectives

The overall objective of this initiative is to improve the skill level of project managers and project management processes of The School District of Palm Beach County, Florida in order to facilitate timely and effective execution of technology projects. The following results are outcomes of the objective.

1. Maturation of project management processes and capabilities.
2. Project managers that are highly capable of independently managing simple to complex projects effectively in a team environment.
3. Avoidance or minimization of project failures, cost overruns and public scrutiny.
4. The ability to accomplish more work and gain confidence of customers.
5. Improved, clear, consistent communication and expectations “up and out” to stakeholders and “down and in” to project teams.

Measures

The following measures and characteristics are consistent with a project management environment that produces excellent results with significant cost savings. Implementation of this proposal will result in the realization of these objective metrics. These metrics directly correlate to cost savings and improved performance.

1. All project issues are known, documented, tracked and escalated to the appropriate level for decisions as required.
2. All projects collect status the same and there is a systematic project status process.
3. Organizational leadership and project managers recognize and appreciate that project management is a profession and are motivated to apply it as a profession.
4. There is a “stage gate” process that ensures projects comply with the project management guidelines established by management.
5. Stakeholders are educated on the project management challenges and the resulting near term cost (dollars and time) and long term dividends (dollars and time).

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Timing

This effort is scheduled to begin in July of 2005 and end no later than June of 2006.

Joint Accountabilities

The following points serve as guidelines between SEBA™ Solutions Inc. and The School District of Palm Beach County, Florida.

1. Jointly plan the strategy, goals and milestones for project management process implementation and workforce acceptance.
2. Establish mutually agreeable training dates.
3. Jointly evaluate progress every quarter.
4. The consulting hours included in the options provide near real time access to Dr. Brown for telephone and email questions. It also provides "in person" support when scheduled. It can be important to have enough "built in" capability so that when questions arise they can be addressed quickly and personnel are not hesitant to request assistance.

Credentials

Dr. Brown, president of SEBA® Solutions Inc, a Registered Education Provider (REP) of the Project Management Institute, has assisted organizations with project management skills ranging from "no skills" and "no project management process structure" to organizations that are highly skilled and have rigorous project management processes in place. He helps organizations achieve a proper balance between process and people. Dr. Brown partners with clients on two key areas that have always resulted in substantial improvements in the client's condition.

1. Partnering a process implementation strategy that ensures acceptance of the new processes by the organization. Making sure processes are supportive and not overly bureaucratic.
2. Partnering customized training based on organizational needs. Every course conducted will have a partnered instructional plan documenting learning objectives, key points to be covered and methods of instruction.

As an independent consultant, I do not propose solutions that require investment in substantial software packages or long term consulting services. The focus is on development of organizational personnel and processes to enable them to perform at a very high level autonomously.

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Dr. James T. Brown of SEBA™ Solutions Inc. has provided project management training and consulting at the following organizations:

AT&T	Government Technology Conference	MeadWestvaco	Sensormatic
Anthem		Motorola	Siemens
Boeing	Groupe Scheinder	NASA Johnson Space Center	South Florida Water Management District
Capital One Financial	Hewlett Packard	NASA Kennedy Space Center	Sprint
Convergys	Hospital Corporation of America	NASA Marshall Space Flight Center	Target
Dell			Telus
ESI International	Info Tech Inc.	Philadelphia Housing Authority	Tennessee Valley Authority
Federal Law Enforcement Training Center	Kaiser Permanente IT	Philips Medical Systems	United Defense
GlaxosmithKline	Library of Congress	Prudential	Verizon

Methodology

Partner a strategy and corresponding milestone plan to allow the smooth transition to mature project management processes and capabilities.

1. Phase 1 - Strategy Planning
 - a. Buy in on Plan of Attack of CTO and organization leadership.
 - i. Partner Instruction Plan for training class.
 - ii. Partner “buy in”/”roll out” strategy.
 - b. Refinement, validation and “buy in” of the plan developed in step one by the organization.
2. Phase 2 - Plan Execution
 - a. Roll out of the plan with training and processes.

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Options

All prices for training classes below include travel, materials and course completion certificates. Courses are limited to a maximum of twenty five attendees. It is anticipated that due to the frequency of visits Dr. Brown makes to clients in South Florida that prudent coordination will also eliminate any need for travel costs for consulting services. Therefore travel costs for process consulting services are not required. Prices quoted are valid until July 1, 2007.

Phase 1 - Strategy Planning		
Item	Duration	Cost
Strategy development	1 day	\$5,000
Refinement, validation and "buy in" retreat for Leadership ¹	2 days	\$10,000
Total		\$15,000

Phase 2 - Plan Execution - Option 1, Recommended		
Item	Duration	Cost
Training Course ² - <i>Essential Project Management Solutions</i>	2 days	\$12,175 ³
Training Course - <i>Project Leadership Solutions</i>	2 days	\$12,175
Training Course - <i>Risk Management Solutions</i>	2 days	\$12,175
Process Consulting - July 1, 2007 through June 30, 2007	12 days @ \$5,000 per day	\$60,000
Total for one set of courses (3 total)		\$96,525
Total for two sets of courses (6 total)		\$169,575

¹ Retreat agenda will be partnered with District Leadership. Cost does not include retreat location. Retreat location costs can be factored in the proposal if preferable to the District.

² Courses have a maximum of 25 students and must be held at District facilities or at external locations at District expense.

³ This is a quantity discounted price. Current pricing for new SEBA® customers is \$15,750 for a two day course and \$8,275 for a one day course. **The quoted price is more than a 60% discount compared to the training cost of a leading provider of project management training for comparable classes.**

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Phase 2 - Plan Execution - Option 2		
Item	Duration	Cost
Training Course - <i>Essential Project Management Solutions</i>	1 day	\$6,750
Training Course - <i>Project Leadership Solutions</i>	1 day	\$6,750
Training Course - <i>Risk Management Solutions</i>	1 day	\$6,750
Process Consulting - July 1, 2007 through June 30, 2007	12 days @ \$5,000 per day	\$60,000
Total for one set of courses (3 total)		\$80,250
Total for two sets of courses (6 total)		\$100,500

Option 1 versus Option 2 Value Table	
<i>Option 1 - Recommended⁴</i>	<i>Option 2</i>
Two day project management training classes allow for more discourse among participants, superior understanding through more examples and in depth exercises.	One day courses cost less.
Two day courses facilitate greater team building and team work because there is more interaction among participants.	One day courses are less time away from the work environment.
Participants will earn 14 Professional Development Units (PDU's) from a Project Management Institute Registered Education Provider.	Participants will earn 7 Professional Development Units (PDU's) from a Project Management Institute Registered Education Provider.
Process Consulting estimates for both options are based on an average support level of one day (eight hours) per month.	

⁴ Several leading companies provide their project managers six 1 week classes in project manager over two years before they are considered to be at the journeyman level. Two days is not long for the value provided with more time and demonstrates the organizations commitment to the initiative.

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Credentials for Dr. James T. Brown

- Provided training and consulting services for dozens of companies nationally and internationally.
- Sixteen years of NASA experience that includes "hands on" experience as a team member, project manager and serving in executive level organizational leadership roles.
- A recognized authority in project management, a frequently invited speaker on project management areas of interest.
- A patent for a project scheduling methodology.
- "Engineer of the Year" from the Cape Canaveral Technical Societies
- "NASA Public Service Medal" recipient for exceptional contributions to NASA's mission.
- Ph.D. in Industrial Engineering, MS in Engineering Management, BS in Electrical Engineering
- Professional Engineer (PE)
- Project Management Professional (PMP)

Additionally, my book "*The Handbook of Program Management*" is scheduled for publication in October 2007 by McGraw Hill. Testimonials about the value of the book include:

Brown's book captures the essential skills of program and project management. It serves as a "how to" guide for those entering the business, as well as a refresher on the skills and attributes for those ready to take the next step. The book effectively defines the leader's role in creating the team culture and environment for success. - Eugene F. Kranz, Apollo 13 Flight Director, Retired Director NASA Space Operations, Author-Failure is not an Option

"Program management is one of the toughest jobs a person can hold ... and James Brown knows Program Management. Here's a chance to learn from the scar tissue of others rather than your own." Norman R. Augustine, Retired Chairman and CEO, Lockheed Martin Corporation

Finally, a pragmatic book that shares the secrets behind successful program management. If I was giving one book to program managers this would be it! Any business leader in today's environment of accelerating change will benefit from this book. Jack Cooper, Former CIO, Bristol-Myers Squibb

Client Comments

Attached a long list of client comments. I don't expect you to read them all but here is the Cliff notes version in one sentence. **"The training provided is humorous and adds real world value that can be used immediately."**

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Client Comments

"Excellent Training Course. **Best I have taken in all my years of project management.** I have been involved in project management for over 27 years. Excellent tools that I can use right away." *P. Burns, Alcatel*

"**The first class I've taken where I've gotten more than just PDU's.** And I've taken many! Excellent use of stories or quotes that are applied to the subject (risks). This class is **better than the best!**" *P. Theriault, American Airlines*

"Having personally attended the class for Managing Project Managers, I can't say enough about the **effectiveness of your teaching style.** This, combined with the **dynamic, interactive material** provided, **caused me to make this class mandatory** for the District's leadership team." *Carol Anne Wehle, Assistant Executive Director, South Florida Water Management District*

"This program is a **must have for all PMP's.** The depth and breadth of this course exceeds PMBOK and PMP exams content." *M. McAnally Pervasive Software*

"**FANTASTIC!** Dr. Brown is wonderful. **-Smart, easy to understand, teaches with humor -** Come back to Dallas anytime." *B Townsend, Alliance Data*

"**Terrific!** Dr. Brown is an **engaging teacher who explains complicated concepts in understandable terms.** I will definitely look for future classes taught by Dr. Brown. Loved it - thanks!" *S. Barry, EDS*

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"Awesome! We are studying risk management in the PMP Exam prep class this week and it was really timely. **Great speaker, great content, great agenda.**" *S. Dodia, Ascendix Technologies.*

"Dr. Brown's **insight into calculating and communicating risk** was very valuable. We will be able to use his ideas immediately with our customers and projects." *S. Pryor, CommandGlobal*

"Excellent! **Time and dollar investment return exceeded expectations!** Highly recommended as a personal investment in your future." *D. Fortney, SAP*

"It was informative and **worth my time.** THANK YOU!" *W. Virun, IBM*

"Dr. Brown's class gives PM's the **tools and guidance** on when it is appropriate to use the tool to manage risk." *P. Rodriguez, Info Tech*

"Dr. Brown takes what would ordinarily be a dry, dull subject and **breathes life into it, making it fun and interesting** and much easier to remember." *S. Hood, Dell Inc.*

"Fantastic program." *G. Beathard, Visa*

"Exceptionally well facilitated and provided **valuable and useable tools & techniques** for Risk Management." *T. Skaarup, OAG*

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"Great Seminar, **real world examples**, can be used at work." *S. Snead, Veterans Administration*

"**Time well spent** on honing my PM techniques." *S. Stevens, Perot Systems*

"This is an outstanding class - the **instructor is likely the best I've ever had.**" *L. Gray, Mary Kay Inc.*

"**On Target!** Everybody is saying that...Dr. Brown is saying what we all are thinking, with **clarity and conviction.**" *G. Moeller, FedEx*

"This was an excellent program! Dr. Brown has taken what can be a very dry subject and **interjected humor to really make it enjoyable and drive home the intended points.**" *M. Hesler, Pepsico Business Solutions Group*

"Dr. Brown is an excellent speaker. I would truly enjoy attending more seminars presented by him. His **introduction was captivating.** His presentation **causes you to think** of ways to apply the tools and techniques of risk management." *M. Crego, Wai-Wize*

"This was a great use of time! Dr. Brown is a wonderful speaker who **adds life and color to subject matter** that could easily be flat and dry. His use of **humor makes all the difference.**" *C. Murray, McAfee*

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"Excellent! Dr. Brown juxtaposes **powerful risk management techniques and humorous examples** with the caveat that "common sense ain't all that common" *R. Conroy, W2 Contract*

"Dr. Brown is funny and has the **unique ability to speak at any audience level**. Excellent communicator!" *R. Cook, Inovis*

"Risk management need not be the drudgery that it sounds like. Dr. Brown has a **humorous and common sense approach** that makes this seminar interesting and attentive." *K. Torres, City of Austin*

"Excellent presentations skills and content. **I will recommend this to my colleagues.**" *S. Pratap, SAIC*

"Well taught, fast paced, and **packed with project management risk planning tools and knowledge**. The instructor is a dynamic presenter and very knowledgeable." *P. Aranda, Texas Health & Human Services*

"Good program with several good concepts & tools that can be immediately implemented. **Good/simple approach to risk management.**" *G. Williams, Pavilion Technologies*

"Excellent! **High energy** and good sense of humor." *M. Ferrell, Freescale Semiconductor*

"Very **informative** program. I'm glad that I attended." *J. Martellotto, Broadwing*

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"Simplified the way to assess risk." *F Yousef, City of Austin*

"Great use of **"real world" stories** to provide explanation. Fantastic class." *M. Davis, American Airlines*

"Great Presentation! **Truthful!**" *R. Hoffman, Hilton Hotels*

"Excellent! Dynamic speaker with **outstanding examples** of different project management tools." *L Garcia, Army & Air Force Exchange Services*

"Very interesting! I really **enjoyed the practicality** of the class - It was a good reminder of the importance of risk management and how it can be incorporated in a project." *P Gaines, Southwest Airlines*

"Very educational and entertaining. Examples made the concepts easy to understand. **Useful tools that anyone can apply** to their project." *S. Haapasaari - Aastra Telecom*

"Excellent! Very informative and practical. **Will apply principles and tools easily.**" *R. Gulam, Sonus Networks*

"Dr. Brown gives **real life and humorous examples of risk management.**" *J. Forester, EDS*

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"Dr. Brown **simplifies a complex topic and gives actionable methods** to implement these concepts." *H. Ober, Pepsico*

"**Simply Awesome!**" *K. Brockington, Weyerhaeuser*

"Excellent program! **Fun and informative.**" *S. Wolters, Carlson Restaurants*

"Outstanding speaker! Really **made risk management concepts understandable**, interesting and applicable to solving real problems." *Michael Sozio, AAFES*

"Dr. Brown is an excellent speaker who **simplifies concepts using real world examples.**" *M. Powers, Countrywide Financial*

"Excellent presentation, **good examples**, topics easy to understand and apply." *R. Rhodes, Tektronix*

"Dr. Brown's humor and simple examples keep the class **interesting and entertaining** - the best combo!" *G. Stockwell, Texas Instruments*

"I **enjoyed Dr. Brown's knowledge and his teaching style**. I appreciated the real life stories and his humor. It helped me learn about risk and how to manage it." *J. Thorne, Hewlett-Packard*

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"The presentation was great and very useful. I **loved the simplicity** and great insight." *L. Mironova, International Paper*

"Good presentations - keeps audience interested - **usable tools.**" *J Beutel, Guidestone Financial*

"Excellent presentation. A **no-nonsense approach to risk analysis and management.** Great information." *M. Walker, Alcatel*

"Dr. Brown **makes risk management easy to learn** by giving us real life experiences and scenarios. Great class!" *M. Stover, Alcatel*

"Dr. Brown **kept the seminar interesting** and was a good refresher course. I enjoyed his sense of humor. He explains well. He has some **wonderful quotes to "live" by.**" *L. Sellers, Keane*

"Excellent program. I especially **enjoyed the discussion on probabilities** and real world affect on probability." *K. Rogers, 7-Eleven Inc.*

"Excellent! Dr. Brown **teaches with passion and humor.**" *P. Unich, Mary Kay Inc.*

"This was the most **interesting and motivating** presentation I have heard at a PMI Chapter meeting." *T. Taylor, FedEx*

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"Dr. Brown did a fantastic job to **make an uncomfortable topic comfortable** using basic concepts." *D. Norton, GE Healthcare*

"Excellent explanation of risk management plus **understanding of how to apply it in real life.**"
L. Bolin, Verizon Business

"Excellent training as it **demonstrated a true balance of knowledge, class participation, exercises and humor.** Definitely keeps focus as well as attention." *N. Alpert, XO Communications*

"This has been an excellent course, both as a review of basic principles and for **information at a depth greater than I had previously experienced.**" *G. Smith, Alcatel*

"Today's program was a breath of fresh air! **Solid, grounded instruction** sprinkled liberally with humor and wit." *N. Mitenius, Fresh Express, Inc.*

"Dr. Brown presents material in an entertaining + interesting manner. His approach to risk management **balances tools, techniques and common sense.**" *T. Mayeux, EDS*

"**One of the best PM classes that I have attended.** Instructor very knowledgeable and entertaining." *C. Lynch, Fidelity National Information Services*

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"Dr. Brown's teaching techniques and common sense examples made a boring topic very **interesting and thought provoking.**" *A. Myrick, Perot Systems*

"This was excellent – very **easy to take back and apply.**" *G. Bailey, First Tennessee*

"**Very useful, not only in professional life but also in personal.** Is good information and tools for assistance in prioritizing risks." *J. Lewis, Alcatel*

"Emphasized importance of risk management. **This will be put into practice** with a major critical project." *J. Lummus, Aastra Intecom*

"The program was great! Thank you for **sharing the reality of business practices** and ways to set realistic expectations." *E. Kuppinger, Mary Kay Inc.*

"Very good. Useful information that **can be applied immediately.**" *C. Johnson, EDS*

"Very concise and not a bunch of insignificant BS. **Very informed/experienced presenter** and keeps our interests." *S. Zimmerman, First Consulting Group*

"Excellent. I'd love to **spend all day discussing project management** in the real world." – *P. Trent, Caterpillar Logistics*

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"Great Presentation. **Very informative and entertaining.**" – *M. Bishop, Publix*

"**Splendid.** Insightful and Educational." *D. Givens, Methodist LeBonheur Healthcare*

"Dr. Brown **challenges** his participant's level of accountability, business acumen and leadership abilities **with his program.**" – *M. Shapiro, Direction Consulting Inc.*

"Excellent!" – *A. Tarosky, Citigroup*

"Excellent!! Ammunition to battle **analysis paralysis with respect to risk.**" – *R. Wallace, Baxter Healthcare Corp.*

"Dr. Brown is an excellent speaker who provides **useful suggestions** regarding project management practices." – *J. Halligan, Nielsen Media Research*

"Stimulating. **A twist on the usual.** Empowering! Thanks!" – *J. Rishi, AAJ Technologies*

"The program was exceptional – Dr. Brown was **articulate, interesting and entertaining!** The information was very useful. Thank You!" – *S. Rutledge Blue Cross Blue Shield of North Carolina*

"Excellent! **My management should hear this!**" – *B. Lambert, ELCAN Optical Technologies*

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"The presenter is **fabulous**. He can present very dry subject in a **very interesting way**." – P. Haines, *Countrywide*

"James is an incredible speaker who is obviously **well versed in project management**. His entertaining yet informative delivery is a perfect blend." – H. Rygalski, *Royal Creek Consultants Inc.*

"Great speaker; presented information in a **clear, detailed manner with a dose of humor**." – B. Bird, *Computer Sciences Association*

"Very **practical** – Nuts and Bolts for Project Managers." – D. Davis, *Lighthouse Performance Consultants*

"**Enlightening thoughts**, even for a room full of experienced Project Manager's." – J. Cole, *Consultant*

"Simply stated, easily applied methodology that **I can use immediately**." – C. Fisher, *PMP*

"Dr. Brown was great! Made what is usually a dry subject interesting. His use of humor was refreshing. **I could listen to him all day**." – B. Townsend, *Alliance Data Systems*

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"Excellent – Understanding PMBOK is good start – But **Dr. Brown makes a quantum leap** over the aggregate knowledge of the PMBOK." – *R. Frydach, Nortel*

"Dr. Brown's presentation was extremely **informative and entertaining.**" – *S. Sonberg, Blue Cross Blue Shield of North Carolina*

"**Most concise and usable project management seminar ever attended.**" – *J. Kmetz, TEK Systems*

"This was the best program I have attended that **provided realistic ideas** and tools that can be applied immediately. Excellent!" – *J. Keen, Vanderbilt University ITS*

"Very interesting and **of use** to me." – *J. Baumgardner, NAVAIR Orlando*

"Dr. Brown gave me **clear understanding** of Value Based Project Selection – a way to tangibly apply this to my organization." – *M. Scott, First Advantage*

"Excellent – made me give thought to **parenting skills** as well as work skills." – *P. Knudsen, Certegy*

"Superb!" – *K. Alexander, Verizon*

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"Interesting; good ideas to implement." – *S. Banwell, Bank of America*

"Dr. Brown is a fantastic speaker with **real world examples**. His communication style makes the information **engrossing and memorable**." – *M. Stern, MortgageFlex Systems*

"Dr. Brown is always my favorite guest speaker. He **mixes both humor and practical information**." – *K Cochran, Fidelity National Financial*

"Hit directly home." – *K. Spacek, Bridgestone*

"Very focused topic; **clear instruction**, very insightful humor integrated with heavy topic." – *A. Creek, Broadcast Music Inc.*

"I really enjoyed the fact that you reinforced learning through **examples and in class activities**." – *W. Kiepek, Vanderbilt University ITS*

"**Valuable knowledge** in a short period of time." – *P. Crews, Dollar General Corp.*

"Great! I'm glad I came. Dr. Brown's **presentation skills and content are excellent**." – *S. Baker, Trane*

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"Best speaker on nuts and bolts project management I have seen at PMI Nashville in the past five years." – *N. Ashmun, Keane Inc.*

"Best overview in 25 years of Project Management. Thank You." – *B. Gibson, Independent Consultant*

"Truly outstanding and gifted speaker." – *K. Gilbreath, Vanderbilt University ITS*

"I enjoyed his presentation style and subject material. Easy to understand and accept." – *W. Sellers, Bridgestone Americas*

"Honest project management advice based in reality." – *M. Denison, Emdeon Corp.*

"Dr. Brown has an effective way of linking real business concerns with the project management tools to address them." – *S. Chihos, TheBigRocks LLC*

"Dr. Brown was fantastic. I'm looking forward to taking another one of his courses." – *S. Conner, Vanderbilt University ITS*

"Enjoyed last week's classes as I enjoy all your classes. The perspective of a professional 'unbiased' by our chaos is refreshing.

On the 'Rolling Wave' scheduling approach... I have implemented this approach for a modeling contract that originally was broken into 3 phases: Assessment, Modeling, & Application.

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Although this design was similar to rolling wave, it lacked the key underlying principles which your design has. The design presented in the scheduling class breaks execution periods into work units with clearly defined requirements and places change control bounds around these units. In our implementation, we merged the last two phases of our original project design and modified the WBS to be deliverable based with three "Waves". Going into the first implementation wave, we found that we had 75% of the deliverable requirements defined. The remaining 25% would not be known until 25% of the work in wave 1 was complete. So the scope was modified to define the requirements of the first 75% and develop deliverables to capture the remaining 25%. This dramatically increased the contractor comfort level with estimating project costs and improved communications because we were all talking about what was known versus unknown. This took care of wave 1 and wave 2. Currently, wave 3 remains a big unknown that is constrained by cost and schedule but the persistent discomfort with that portion of the work has vanished. Negotiations were based on the percent of the total budget expected to be expended for the types of work that would be performed in each wave. We know that when we get mid-way through wave 2 we will have an excellent sense of whether we can realistically meet the cost and schedule of wave 3 and that will be in time to make the appropriate requests or changes in scope necessary for project success.

The advantage of this approach is that it leveled the playing field. It took a contractor that had been so obsessed with project constraints they were performing badly. Rather than seeking to define the requirements, they were focused on pointing out the unknowns and seeking contingencies. Now we are working towards defining and constraining the requirements to meet the schedule and stay within costs. This so far has avoided the need for change – so the approach is doing as designed from change control perspective. It has also **significantly reduced the risks and uncertainties** both sides had with the deliverables, schedule, and costs. We are **really working as a project team** now and I attribute this to the comfort level that the rolling wave approach provides." – *Christine L. Carlson, Senior Supervising Geographer, Kissimmee Division, South Florida Water Management District*

"The session was **packed with lots of nuggets** to use at work, home and in my life." – *V. Beck, Honeywell*

"Outstanding – **Valuable Tips!**" – *M. Henry, Progress Energy*

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"Dr. Brown provides **excellent insight into the application of human nature concepts** we tend to forget in our everyday project management." – *B. Rigby, Gevity Inc.*

"Enjoyed hearing the **emphasis on leadership, mentoring, and coaching** rather than 'head bashing' to meet schedules. – *J. Rydill, JPMC*

"Dr. James Brown gave **resources to help better my leadership and team building skills.**" – *H. Warner, PMSI Timesys*

"This program is a **great device for understanding people.** Excellent examples! Real World! So many hooks I can use in my organization." – *M. Sdengren, GRU*

"Dr. Brown is very personable and shows his **wealth of knowledge** in a humorous and understandable style. Enjoyed the talk!" – *S. Guthrie, Florida Lottery*

"Outstanding! **Practical and entertaining.**" – *N. McPherson, Infinity Software Development*

"**Injected realism** into what we believe (incorrectly so) to be an answer to every project scheduling issue." – *N. Nayak, Unisys*

"The speaker was outstanding! Good sense of humor. **Very real world.** Good content. Good pace." – *B. Thomas, Convergys*

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"I'm happy I came." – *D. Debow, Siemens Building Technologies*

"Presented in an enjoyable manner; liked the humor and **down-to-earth presentation** of truths in the real world." – *B. Sayers, Sapphire Technology*

"A **structured, organized**, common sense approach to project management." – *R. Haller, Princeton Information*

"This presentation was excellent - it really helps PM's recognize that the problems we face in scheduling are very real, not imagined." – *J. Halligan, Nielsen Media Research*

"Valuable information which **can be put to use immediately** at work." – *C. Mattioli, JPMorgan Chase*

"James Brown has the ability to **bring a real world perspective** and humor to difficult project management situations." – *S. Murphree, BCBS FL*

"Good presentation with a lot of **thought provoking material**." – *E. Wall, Goldbelt Raven*

"Enlightening. I'm more technically inclined than a typical PMI Member, and **I found concepts I can use**." – *J. Carl, Harris Corporation*

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"I am a program manager and I think I can really use a lot of the processes that were discussed." – *B. Matz, SAIC*

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