

Board of Trustees Agenda Item

Board Meeting Date: May 3, 2010

Title of Item: Approval of Independent Contractor Agreement

Background and Analysis:

Michael Scutero will assume additional consulting and training responsibilities for the grant project funded by the Economic and Workforce Development Program of the California Community Colleges, Responsive Training Fund For Incumbent Workers, "Process Improvement For Manufacturing:" Olympus Medical Equipment Services America and De Anza College Center for Applied Competitive Technologies. See the attached Statement of Work which includes the following items:

- Facilitate a series of kaizen events with the Olympus Medical Products (MP) group, the Surgical Products Group (SP), the Warehouse, and the Fulfillment Group.
- Prepare and present "Just-In-Time" training on kaizen where needed to the Olympus MP group, the SP group, the Warehouse and the Fulfillment Group.
- Facilitate the production of a Value Stream Map (VSM) with the Olympus Fulfillment Group.
- Facilitate a planning meeting with Bayer Diabetes Care, Sunnyvale for Lean Manufacturing.
- Provide a Lean Assessment and data analysis for Bayer.
- Facilitate a series of kaizen events with Bayer Cell-4.
- Facilitate a planning assessment for Lean Manufacturing with Ascentia Winery Estates, Geyserville
- Provide a Lean Assessment and Data Analysis for Ascentia.
- Facilitate a series of kaizen events with Ascentia Winery.
- Measure and track progress of all kaizen efforts.
- Provide on-site individualized coaching to those individuals who have been identified as onsite Continuous Improvement leaders at Olympus, Bayer and Ascentia.
- Provide data as needed to the Director and Co-Project Director for reporting to the Chancellor' Office.
- Perform other assignments as needed.

This project is funded for an amount not to exceed \$77,875 and will be paid out of Account 134007/146009/5214/684000 for FY 09-10.

Recommendation: (specify if information only)

Michael Scutero has been extremely effective in his on-site work with Olympus Medical Equipment Services America. His consulting and training services are needed to complete the work of the Responsive Training Fund program of the California Community Colleges System Office of Economic & Workforce Development. I recommend approval.

Submitted by:	Rick Kuhn, Professional & Workforce Development
Additional contact names:	Ellen Miller, PWD Project Director
Is backup provided?	Yes

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. PO # HH1000635

CHANGE NO. 1 TO AGREEMENT FOR SERVICES

The Agreement is changed only as described herein. All other terms, conditions, and prices remain unchanged. This Change to the Agreement is entered this 20 day of April, 2010, by and between the District, a community college district of the State of California, hereinafter called "District" and Michael Scutero hereinafter called "Contractor."

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be performed by Contractor. In consideration of the payments hereinafter set forth, Contractor shall perform services for District in accordance with the terms, conditions and specifications set forth in the original Agreement and in the revised Exhibit "A" which is attached hereto and by this reference made a part hereof.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in revised Exhibit "A", District shall make payment to contractor in the manner specified in revised Exhibit "A".
3. Contract Term. This Agreement shall be in effect only as specified in the revised Exhibit "A". The District may terminate this contract at any time for any reason by providing 30 days notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all work provided to the date of termination.
4. Other changes. (indicate "none" or describe applicable changes in detail)

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. PO # HH1000635

Revised EXHIBIT "A"

Contract between Foothill-DeAnza Community College District and
Michael Scutero

hereinafter called "Contractor".

- I. Detailed description of the change in services to be performed or work product to be delivered to District by Contractor: (reference and attach additional pages, if necessary)

Effective April 19, 2010 Michael Scutero will assume additional work to be performed for Olympus Medical Equipment Services America under the Responsive Training Fund for Incumbent Workers, Process Improvement For Manufacturing: Olympus Medical Equipment Services America.

Due to a change in plans at the company, work originally assigned to David Bailey for 5S implementation, has been eliminated and new work in Continuous Improvement efforts has been assigned to Michael Scutero.

The balance of Mr. Bailey's hours (\$63,575) will be transferred to Mr. Scutero. In addition, an unassigned amount of consulting work (\$14,300) in the grant will also be assigned to Mike Scutero in order for him to complete the desired amount of Continuous Improvement projects remaining in the grant.

- II. Amount and Method of Payment: (indicate the additional fee for increased scope of work or the deductive amount for decreased scope of work)

\$77,875 should be added to PO HH1000635.

These funds will be paid from account #134007/146009/5214/648000.

648000
648000

ORIGINAL AGREEMENT AMOUNT\$ 92,800
PLUS OR MINUS AMOUNT OF ALL PREVIOUS CHANGE NO. \$ n/a
PLUS OR MINUS AMOUNT FOR THIS CHANGE NO. \$ 77,875
NEW TOTAL AGREEMENT AMOUNT\$ 170,675

Foothill-DeAnza Community College District Change No. 1
To Agreement/Purchase Order No. PO # HH1000635

In any event, the total payment for services of contractor shall not exceed \$ 170,675 and District shall have the right to withhold payment if District determines that the quantity or quality of the work performed is unacceptable.

III. Term of the contract: The term of this contract shall commence on the date specified in the first paragraph of this contract, and shall continue until June 30, 2010.

Contractor Signature

Date 4/20/2010

MJ SCUTERO

Contractor's Company Name

FOOTHILL-DE ANZA COMMUNITY COLLEGE DISTRICT

By W. C. Adams, Jr. 4-20-10

Title: VICE CHANCELLOR OF BUSINESS SERVICES

This contract is not valid until signed by both parties above.

Date Approved by Board of Trustees if the total cost including change exceeds \$20,00.

Statement of Work

Michael Scutero
26 Atlas Avenue
San Jose, California 95125
408-297-5999

Consulting services for the Center For Applied Competitive Technologies, De Anza College

Michael Scutero will provide additional consulting services to the grant project funded by the Economic and Workforce Development Program of the California Community Colleges, Responsive Training Fund For Incumbent Workers, "Process Improvement For Manufacturing:" Olympus Medical Equipment Services America and De Anza College Center for Applied Competitive Technologies

April 1, 2010 – June 30, 2010
Services

- Facilitate a series of kaizen events with the Olympus Medical Products (MP) group, the Surgical Products Group (SP), the Warehouse, and the Fulfillment Group.
- Prepare and present "Just-In-Time" training on kaizen where needed to the Olympus MP group, the SP group, the Warehouse and the Fulfillment Group.
- Facilitate the production of a Value Stream Map (VSM) with the Olympus Fulfillment Group.
- Facilitate a planning meeting with Bayer Diabetes Care, Sunnyvale for Lean Manufacturing.
- Provide a Lean Assessment and data analysis for Bayer.
- Facilitate a series of kaizen events with Bayer Cell-4.
- Facilitate a planning assessment for Lean Manufacturing with Ascentia Winery Estates, Geyserville
- Provide a Lean Assessment and Data Analysis for Ascentia.
- Facilitate a series of kaizen events with Ascentia Winery.
- Measure and track progress of all kaizen efforts.
- Provide on-site individualized coaching to those individuals who have been identified as onsite Continuous Improvement leaders at Olympus, Bayer and Ascentia.
- Provide data as needed to the Director and Co-Project Director for reporting to the Chancellor's Office.
- Perform other assignments as needed.

Consideration:

Hours of work not to exceed 536 @ \$145/ hour or \$77,875

Payment is requested upon submission of invoices at monthly intervals.


Michael Scutero - Independent Consultant

4/20/2010
Date


Ellen Miller – Project Director - CACT

4/20/10
Date

Board of Trustees Agenda Item

COPY

Board Meeting Date: August 31, 2009**Title of Item: Approval of Independent Contractor Agreement****Background and Analysis:**

Michael Scutero will provide consulting services to the grant funded by the Economic & Workforce Development Program of the California Community Colleges, Responsive Training Fund for Incumbent Workers, Process Improvement For Manufacturing: Olympus Medical Equipment Services America and De Anza College for Applied Competitive Technologies. See the attached Statement of Work which includes the following items:

- Perform interviews and evaluations regarding current continuous improvement efforts with relevant Olympus partners.
- Facilitate Value-Stream Mapping (VSM) session to understand transactions and process flow.
- Review maps and data with team to identify potential key drivers for defect, cycle-time and waste issues.
- Identify critical resources, key deliverables and baseline performance (process and/or financial) expectations for the improvement projects.
- Develop just-in-time training tools and techniques to use for the Continuous Improvement (CI) project.
- Identify and develop/train CI initiative champions from Olympus leadership.
- Mentor the CI effort, emphasizing project charting, process commitment and rewards and recognition.
- Identify needs for concentrated training in CI for selected groups. Work with Olympus and De Anza personnel to identify and hire appropriate content experts to deliver any specialized training.
- Coordinate the effort to transition individuals to the next level of CI knowledge.
- Provide data as needed to the Director and Co-Project Director for reporting to the Chancellor's Office.
- Perform other assignments as needed.

This project is funded for an amount not to exceed \$92,800 and will be paid out of Account 211600 for FY 09-10

Recommendation: (specify if information only)

Michael Scutero is one of our subject matter experts for this area. This project is supported by the Responsive Training Fund program of the California Community Colleges System Office of Economic & Workforce Development. I recommend approval.

Submitted by:	Rick Kuhn, Professional & Workforce Development
Additional contact names:	Ellen Miller, PWD Project Director
Is backup provided?	Yes

Foothill - De Anza Community College District

INDEPENDENT CONTRACTOR AGREEMENT

De Anza College ☐ Foothill College ☐ District Office ☒ District PO No: _____

This Agreement entered into this 1st day of July, 2010 is made between the Foothill-De Anza Community College District, hereinafter referred to as the "DISTRICT", and the following named independent contractor; hereinafter referred to as the "CONTRACTOR", based upon Board Policies BP 3140, BP3143, AP 3140, and AP3143 and the following legal citations:

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent contractors; and
- B. Public Contract Code 20651 requires advertised sealed bids for public projects of \$15,000 or more and most other services of \$76,700 or more. If sealed bids are required, this form of agreement cannot be used;
- C. Government Code Section 8546.7 provides that the contracting parties for any contract involving expenditure of public funds in excess of \$10,000 shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment under the contract.
- D. The public interest, convenience, necessity and general welfare will be served by this Agreement.

If this agreement has a total cost that exceeds \$20,000, it is not valid and services shall not commence unless and until the Board of Trustees grants approval. **Do not use this form for public project contracts of \$15,000 or more.**

1. CONTRACTOR INFORMATION:

Contractor's Name Michael Scutero

Address 26 Atlas Avenue City San Jose Zip 95126

Business Phone _____ Fax No _____ Home 408-297-5999

Social Security Number 553-98-4475 *Fed. Tax I.D. Number _____

*CONTRACTOR MUST PROVIDE W-9

Business License Number _____

Are you a current or former employee of the DISTRICT? Yes ☐ No ☒

If yes, date last worked _____

If yes, specify last work location _____

Work Assignment _____

Are you related to any employee(s) in the DISTRICT? Yes ☐ No ☒

If yes, please identify the individual(s) _____

2. CONTRACTOR SELECTION PROCESS:

Describe how you selected this contractor and why this contractor is the best source for these services. Board Policy 3140 requires at least three written competitive quotations for public projects greater than \$1000 and other purchases greater than \$10,000. If you did not obtain competitive quotes, provide justification. Advertised competitive bidding by District Purchasing Services is legally mandated for most services in excess of the bid threshold (currently \$76,700) and for all public projects of \$15,000 or more pursuant to Public Contract Code 20651.

Consultants/Trainers are selected from a pool developed through periodic advertising via publications and websites as well as past association. Mike Scutero was on the planning team for the project proposal for the Economic and Workforce Development Grant that was awarded to Foothill-De Anza Community College District in May of 2009. He has met with the partner company and has been approved by them. He has been a trainer/consultant for the Center for Applied Competitive Technologies (CACT) since November of 2006 and was selected due to his high level of expertise and availability. See attached resume

3. CONTRACTOR SERVICES, FEE, AND CONTRACT STARTING AND ENDING DATES:

A. Description of services and deliverables to be provided by contractor (refer to and attach contractor's signed proposal or quotation if possible):

Mr. Scutero will provide training and coaching/consulting services in the areas of Lean Manufacturing and Continuous Improvement through the newly funded California Community Colleges Economic and Workforce Development Program grant, Responsive Training Fund for Incumbent Workers: Process Improvement For Manufacturing. See attached Statement of Work.

B. Contractor Fee for Services: \$ not to exceed 640 hours @ \$ 145 per hour or \$92,800

(Indicate a fixed fee to be paid for all of the described services or indicate hourly or other periodic billing rate(s) plus a maximum total dollar cost, i.e. the "not to exceed" amount, to be paid to the contractor. If travel or other expenses will be reimbursed they should conform to Board Policy AP3152.)

Will contractor also be reimbursed for expenses? YES ☐ or NO ☒ If yes, state maximum reimbursement amount to be paid in addition to contract fee shown above:
\$ _____

TOTAL COST OF THIS INDEPENDENT CONTRACT WILL NOT EXCEED \$ 92,800.00
INCLUDING CONTRACTOR TRAVEL OR OTHER EXPENSE REIMBURSEMENTS. [Total cannot exceed \$14,999 for public projects. Board approval required prior to commencement of other services if the total cost exceeds \$20,000.]

C. Contract Starting Date July 1, 2009 Contract Ending Date June 30, 2010

Note: It is not permissible to split the contracted services into two or more contracts within one fiscal year for the purpose of avoiding the requirement for Board of Trustees approval.

4. DISTRICT OBLIGATIONS OTHER THAN PAYMENT, IF ANY:

N/A

5. PAYMENT TERMS: Unless other payment terms are specified in this section, payment terms are Net 30 days computed either from the date of delivery and acceptance of the contract services or from the date of receipt of correct and proper invoices prepared in accordance with the terms of the contract, whichever date is later.

Payment due upon receipt of invoice.

6. STANDARD TERMS AND CONDITIONS:

- A. CONTRACTOR is solely responsible for the content and sequence of the work. DISTRICT will not provide any training or instruction to CONTRACTOR or its employees.
- B. Confidentiality: In performing its duties hereunder the Contractor may from time to time gain incidental access to confidential information and records including student record information as defined by 20 USC section 1232g. The parties agree that such incidental access is not a provision or conveyance or disclosure to contractor of student record information in violation of section 1232g or of any similar state law. Contractor agrees that if in the performance of its duties it does obtain such access it shall refrain from any removal, use or disclosure to any third person of such information and records and shall take any and all necessary affirmative steps to maintain the confidentiality, and avoid such removal, use or disclosure, whether intentional or inadvertent, of such records and information.
- C. CONTRACTOR shall indemnify, defend and hold the DISTRICT, its Board of Trustees, officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of CONTRACTOR'S performance of the work contemplated by this Agreement. Acceptance of this Agreement constitutes that the CONTRACTOR is not covered under the DISTRICT'S general liability insurance, employee benefits or worker's compensation. It further establishes that the CONTRACTOR shall be fully responsible for such coverage. Contractor shall maintain in force, throughout the term of this Agreement, insurance as follows:
1. Workers' Compensation (statutory limits) and Employers' Liability insurance with limits not less than \$1,000,000 each accident, \$1,000,000 employee and \$1,000,000 each disease, provided that contractor has employees as defined by the California Labor Code;
 2. Commercial General Liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for contractual liability, personal injury, broadform property damage, independent contractors, products and completed operations;
 3. Commercial Automobile Liability insurance, with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage, including coverages for owned, non-owned and hired vehicles, as applicable;
 4. Professional Liability insurance when applicable, with limits not less than \$1,000,000 each claim/annual aggregate, with respect to coverage for errors and omissions arising from professional services rendered under this Agreement, and with any deductible not to exceed \$25,000 each claim.
- If any of the required insurance is written on a claims-made coverage form, such insurance shall be maintained for a period of three years following termination of this agreement. General and Automobile liability policies shall include as Additional Insureds, the District, its officers, agents, employees and servants, shall be primary to any other insurance or self-insurance available to the Additional Insureds and shall apply separately to each, except the inclusion of Additional Insureds shall not operate to increase the required limits of such insurance. Contractor shall not commence work under this Agreement until required insurance has been obtained.
- D. The CONTRACTOR shall assume all expenses incurred in connection with the performance of this contract and the DISTRICT shall not be responsible for payment of any other expenses. The payment terms specified in Paragraph 3 above, unless otherwise indicated and agreed to in writing by the CONTRACTOR and the DISTRICT, shall be the only obligation of the DISTRICT. While engaged in carrying out and complying with any of the terms and conditions of this Agreement, CONTRACTOR is not entitled to any right or privilege applicable to an officer or employee of the DISTRICT or of the State of California.
- E. Any system or documents developed, produced or provided under this contract, including any intellectual property discovered or developed by contractor in the course of performing or otherwise as a result of its work, shall become the sole property of the District unless explicitly stated otherwise in this contract
- F. Payments to the CONTRACTOR pursuant to this Agreement will be reported to Federal and State taxing authorities as required. DISTRICT will not withhold any sums from compensation payable to CONTRACTOR. CONTRACTOR is independently responsible for the payment of all applicable taxes. An IRS form 1099 will be provided to the CONTRACTOR at the end of the calendar year.

G. Payment Of Prevailing Wages: Except for projects of \$1000 or less, if CONTRACTOR provides public project services such as carpet laying or building construction, alteration, demolition or repair CONTRACTOR shall pay all workers on the District project the prevailing wage pursuant to the California Labor Code, Sections 1770 through 1777.7. A copy of the prevailing wage rate determination available online at www.dir.ca.gov/dlsr/statistics_research.html. The determination is issued by the California Department of Industrial Relations.

H. This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. Modification or termination of this contract requires mutual agreement by both parties.

I. Upon mutual agreement in writing or the parties hereto, this Agreement may be terminated at any time for any reason.

J. The parties to the Agreement, under penalty of perjury, hereby certify that all of the above items and attachments are to the best of their knowledge true and correct statements.

AGREEMENT OF CONTRACTOR: I agree to perform the services described above for the payment indicated. I understand that while performing contract services I am not an employee of the Foothill-De Anza Community College District because I follow an independent trade or profession, and will not be subject to control and direction as to the details and means for accomplishing the anticipated result of my service.

Contractor

Date

APPROVED:

This document certifies that I and my assigns have reviewed the appropriate legal and procedural guidelines pertinent to determination of independent contractor status, including IRS Revenue Ruling 87-41, have analyzed their application to the position described on the accompanying documents, and have concluded that the hiring of the subject individual to perform the functions described does indeed constitute correct and legal independent contractor status.

Authorized College/District Requestor/Budgeter

Date

College/District Employee with Authority to Sign Contract

Date

Date Approved by Board of Trustees.

[Required prior to commencement of services if the total cost exceeds \$20,000.]

RECEIVED

AUG 11 2009

INSTR & EDUCATIONAL RESOURCES

Statement of Work

Michael Scutero
26 Atlas Avenue
San Jose, California 95126
408-297-5999

Consulting services for the Center For Applied Competitive Technologies, De Anza College

Michael Scutero will provide consulting services to the grant project funded by the Economic and Workforce Development Program of the California Community Colleges, Responsive Training Fund For Incumbent Workers, "Process Improvement For Manufacturing:" Olympus Medical Equipment Services America and De Anza College Center for Applied Competitive Technologies

July 1, 2009 -- June 30, 2010
Services

- A. Perform interviews and evaluations regarding current continuous improvement efforts with relevant Olympus partners.
- B. Facilitate Value-Stream mapping (VSM) session to understand transactions and process flow.
- C. Review maps and data with team to identify potential key drivers for defect, cycle-time and waste issues.
- D. Identify critical resources, key deliverables and baseline performance (process and/or financial) expectations for the improvement projects.
- E. Develop just-in-time training tools and techniques to use for the CI project.
- F. Identify and develop/train Continuous Improvement (CI) initiative Champions from Olympus leadership.
- G. Mentor the CI effort, emphasizing project charting, progress commitment and rewards and recognition.
- H. Identify needs for concentrated training in CI for selected groups. Work with Olympus and De Anza personnel to identify and hire appropriate content experts to deliver any specialized training.
- I. Coordinate the effort to transition individuals to the next level of CI knowledge.
- J. Provide data as needed to the Director and Co-Project Director for the Chancellor's Office reporting
- K. Perform other assignments as needed.

Consideration:

Hours of work not to exceed 640 hours @ \$145/ hour or \$92,800

Payment is requested upon submission of invoices at monthly intervals.


Michael Scutero – Independent Consultant


Date


Ellen Miller – Project Director - CACT


Date

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return) MICHAEL JAMES SCUTERO	
	Business name, if different from above	
	Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶	
	<input type="checkbox"/> Other (see instructions) ▶	
	<input type="checkbox"/> Exempt payee	
Address (number, street, and apt. or suite no.) 26 ATLAS AVE		Requester's name and address (optional)
City, state, and ZIP code SAN JOSE, CA 95126		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number 553 98 4475
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶ MJ Scutero	Date ▶ 5/22/2009
-----------	--	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

1—Michael Scutero 26 Atlas Ave, San Jose, CA, 95126 925-765-1804 (cell) scutero@att.net

2—Certified Six-Sigma Master Black Belt, 10+ years experience driving business benefits using Six Sigma & Lean methods. Management experience providing overall direction, implementation, and continuous improvement of Six Sigma & Lean systems in manufacturing and administrative areas. Demonstrated experience in Six Sigma & Lean education. Experience blend of transactional and manufacturing project execution to drive out process defects and waste in multiple industries including IT operations, supply chain, manufacturing and shared services. 50% + of the last 10+ years working in offshore deployments with different cultures. Value proposition includes:

- Ability to deliver continuous improvement initiative results to leadership, staff and clients
- Proven background in business processes improvement, customer satisfaction and loyalty management
- A strong quality discipline, advanced problem solving techniques and a strong understanding of business and product lifecycles
- Expert knowledge in Design for Six Sigma, Business Process Management, Lean Office, Systems Engineering
- Substantial internal client and external client facing experience, excellent presentation skills
- Demonstrated ability to matrix-manage cross-functional project teams and project management initiatives
- Ability to challenge conventional wisdom, provide guidance, lead and change behaviors, processes and practices
- Ability to positively influence actions and opinions of others while exhibiting collaboration for accelerating change
- PC / network competency with Microsoft Office, Minitab, eVSM, Crystal Ball
- Expert in Six Sigma & Lean tools and methods including; quality functional deployment, FMEA, capability analysis, root cause analysis, DOE, Monte Carlo techniques, SPC, 5S, PQ analysis, value stream mapping, kaizen, standard work, A3, PDCA, policy deployment, visual workplace and metrics

3—Full-time Six Sigma & Lean positions:

- EDS /Hewlett Packard, San Ramon CA, 2006-present, MASTER BLACK BELT
- IT Operations, Data Center Operations, Business Process Outsourcing, Australia deployments
- Quest Diagnostics Inc., San Jose CA, 2003-2006, MASTER BLACK BELT
- Healthcare industry, Laboratory Operations, Medical Billing, Supply Chain, Contact Center, Belgium deployments
- GE Plastics, Southfield MI, 1999-2003, DFSS MASTER BLACK BELT
- Advanced Plastics Design Center, new product introduction (NPI), Canada & Mexico deployments
- Invensys (Siebe plc), Santa Clara CA, 1996-1999, PRODUCT ENGINEER / BLACK BELT
- Power Supply Manufacturing Division, Microelectronics, Semiconductor Components, Taiwan & Malaysia deployments

4—Full-time Process and Quality Engineering positions:

- University of Arizona, Tucson AZ, 90-94, PRODUCT ASSURANCE ENGINEER
- Telescope Operations, Steward Observatory
- Boeing Co., Anaheim CA, 85- 90, AEROSPACE QUALITY ENGINEER
- Sensors & Guidance Systems Division
- Textron Inc., Petaluma CA, 83-85, AEROSPACE PROCESS ENGINEER
- Sensors & Guidance Systems Division

5—Significant consulting/contract positions (service, manufacturing):

- Bayer Healthcare LLC, Sunnyvale CA 2006, LEAN IMPLEMENTATION
- BAE, San Jose CA, 2006, LEAN IMPLEMENTATION
- L3 Aerospace, San Carlos, CA 2005, LEAN IMPLEMENTATION
- Palm Inc., Milpitas CA, 2003, PRODUCT DESIGN
- Abbott Diabetes Care, Inc., Alameda CA, 2003, PROCESS DESIGN & IMPROVEMENT
- Flextronics Inc., San Jose CA, 1996, PROCESS DESIGN & IMPROVEMENT

6—Professional organizations certifications and educational credentials:

- Numerous technical and quality publications
- BB, MBB certifications (1997, 1999), ASQ - CSSBB certification (2003)
- Shingijitsu kaizen training (2002)
- BS Physics, MSME (1982, 1995)