



**Performance Fact, Inc.**  
333 HEGENBERGER RD  
SUITE 204  
OAKLAND, CA 94621  
(510)568-7944  
contact@performancefact.com  
www.performancefact.com

Please pay against  
B21-00282

## INVOICE

### BILL TO

Dr. Jaguanana Lathan  
Alameda County Office of  
Education  
313 W. Winston Avenue  
Hayward, California 94544  
United States

**INVOICE #** 1481

**DATE** 06/01/2021

**DUE DATE** 07/01/2021

**TERMS** Net 30

DESCRIPTION	QTY	RATE	AMOUNT
<b>Professional Services</b> Coaching Services-Dr. Jag Lathan	1	6,750.00	6,750.00

BALANCE DUE

**\$6,750.00**

*Jaguanana Lathan*

# Alameda County Office of Education

Educational Services  
313 W. Winton Ave  
Hayward, CA 94544  
(510) 670-4168 FAX

## PURCHASE ORDER

NO: B21-00282

DATE 04/01/2021

### SHIP TO:

Learning and Accountability  
313 W. Winton Ave., Rm 225  
Hayward, CA 94544

### IMPORTANT INSTRUCTIONS TO VENDOR

1. Itemized INVOICES in Duplicate.
2. Enclose PACKING LIST with ALL shipments.
3. No deviation in PRICE or SUBSTITUTION in kind permitted.
4. All deliveries F.O.B. Destination unless otherwise specified. If freight is to be charged, prepay, and add to invoice.
5. THE LAW REQUIRES MATERIAL SAFETY DATA SHEETS FOR PRODUCTS ON THIS ORDER. PLEASE ENCLOSE WITH INVOICE.
6. Purchase order number must appear on packing slip.

### ORDERED FROM:

Performance Fact, Inc.  
333 Hegenberger Road, STE 750  
Oakland, CA 94621

ORDER LOCATION L&A - Learning and Accountability				REQUISITIONER Heather Oakman		REQUISITION # R21-01249					
DATE REQUIRED		F.O.B.	TERMS OF PAYMENT		SHIP VIA	BUYER		RPQ #			
ITEM	QTY	UNIT	DESCRIPTION				UNIT COST		EXTENSION		
1	1	EACH	Open PO for coaching services for Dr. Jag Lathan, 4/15/21-7/15/21				6,750.00		\$6,750.00		





PERFORMANCE *fact*, INC.

*Developing leaders. Transforming Practices. Inspiring Results.*

**Agreement between  
ALAMEDA COUNTY OFFICE OF EDUCATION (Hayward, CA)  
and PERFORMANCE FACT, Inc.  
regarding Coaching for High Performance**

**BACKGROUND**

This Agreement outlines the scope of professional services that Performance Fact, Inc. will provide to **ALAMEDA COUNTY OFFICE OF EDUCATION** ("ACOE"). It has been prepared in order to align Performance Fact and the Client on common purpose and to ensure outcomes that are fair and just for all parties.

**1. PARTIES**

This Agreement is made in March 2021, between the Client and Performance Fact, Inc. The project manager for the Client is Dr. Jaguanana Lathan, Acting Chief of Learning and Accountability. The project manager for Performance Fact, Inc. is Mutiu Fagbayi, President/CEO. This Agreement covers the period from April 15, 2021 to July 15, 2021. It is generally understood that additional individuals designated by the Client and Performance Fact project managers may play significant roles during certain phases of this project.

**2. SCOPE OF WORK**

(See Exhibit A, attached)

**3. PAYMENT/EXPENSES**

The Client will pay Performance Fact a total of **\$6,750** for professional services according to the estimates and scope of work outlined in *Exhibit A*.

The amount will cover fees for professional services and expenses associated with the project, including, development and compilation of presentation materials and ongoing communication with the Superintendent, and with the Board and other stakeholders, as appropriate.

**4. RESCHEDULING/CANCELLATION POLICY**

Rescheduling/Cancellations of Specific Events/Activities per Contract:

- More than 30 days prior to scheduled date: No additional charge
- Less than 30 days before scheduled date: \$500 additional fee payable by Client.

**5. LOGISTICS**

The Client or its designee(s) will oversee all logistics related to meetings, workshops and other gatherings associated with this project, including participants' access to zoom (or equivalent) web conferencing, when applicable.

**6. PAYMENT SCHEDULE**

Performance Fact will invoice the Client according to the following schedule:

July 1, 2021	\$6,750
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**7. DISPUTE RESOLUTION**

If a dispute arises out of or relates to this Agreement or a breach of this Agreement, and that dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation through the Commercial Mediation Rules of the American Arbitration Association, before resorting to arbitration.

In the event the dispute is not resolved by mediation, the parties agree to resolve the conflict through arbitration under the rules of the American Arbitration Association.

**8. EQUAL EMPLOYMENT OPPORTUNITY**

Performance Fact does not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability, or marital status.

**9. OWNERSHIP OF MATERIALS**

Performance Fact will be using propriety material during portions of the Contract. Such material shall remain the exclusive property of Performance Fact, and shall not be further disseminated without the express written consent of Performance Fact. In the event written permission is granted, acknowledgement of source for all Performance Fact proprietary materials, tools, processes, etc. is required.

**CONTRACT TERMS ACCEPTED:**

**PERFORMANCE FACT SIGNATORY**

**MUTIU O. FAGBAYI**

*Name*



*Signature*

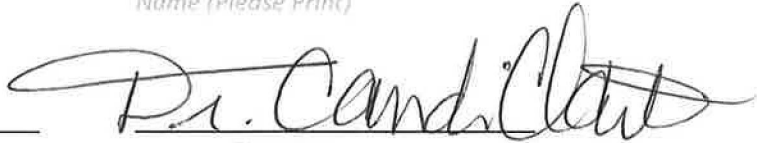
President/CEO

*Title*

March 24, 2021

**ACOE SIGNATORY**

*Name (Please Print)*



*Signature*

*Title*

*Date*



PERFORMANCE *fact*, INC.

*Developing leaders. Transforming Practices. Inspiring Results.*

**Exhibit A**

2020-2021 Scope of Professional Services  
**Learning & Accountability Division**  
Alameda County Office of Education  
Hayward, California

**Dr. Jaguanana Lathan**  
*Chief of Learning & Accountability*

## **COACHING FOR HIGH PERFORMANCE**

Submitted by:  
**Performance Fact, Inc.**  
Mutiu O. Fagbayi, President/CEO

23 March 2021

## Scope of Professional Services

This Scope covers executive leadership coaching and support that Performance Fact will provide to Dr. Jaguanana Lathan between April 15 – July 15, 2021. The coaching will be in the form of weekly sessions between Dr. Lathan and Mr. Mutiu Fagbayi (President/CEO, Performance Fact. A brief overview of Performance Fact's *Coaching for High Performance* (CHP) model is attached. The primary aim of the CHP process is to boost professional capability and output through job-embedded coaching.

The weekly coaching sessions will place particular emphasis on strengthening Dr. Lathan's knowledge, skills, and disposition in three broad strands crucial to successful execution of her executive leadership responsibilities:

### ***Tools, training, and technical assistance for:***

1. Strategic Planning & Strategic Implementation	... facilitating the alignment of the organization's stakeholders on a shared vision, clear goals, explicit strategies, and a roadmap to ensure disciplined implementation and follow-through.
2. Leadership for Results	... strengthening an ethic of leading with data as a foundation for decision-making at every level of the organization
3. Building Trust and Authentic Relationships	... modeling and nurturing a high-trust, equity-centered culture at every level of the organization.
Professional Fees	\$14,750
<i>Less Professional Discount</i>	<i>(\$8,000)</i>
<b>Contract Total</b>	<b>\$6,750</b>

<b>Performance Fact, Inc.</b> 333 Hegenberger Road, Suite 204 Oakland, CA 94621  Attention: Mr. Mutiu O. Fagbayi	EIN: 16-153-8321  <i>Certification:</i> National Minority Supplier Development Council	General Liability Insurance  State Farm Insurance ( <i>see attachment</i> )
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# Coaching for High Performance

## in 1 2 3 Steps

Boosting professional capability and output through job-embedded coaching



Learn & Collaborate

Fruitful coaching generates positive change, and is often intended to boost effectiveness and performance. Coaching is equally appropriate, however, when current performance is subpar and calls for intervention, and when you desire breakthrough to even higher levels of impact.

A coach assists the person being coached in meeting agreed-upon goals and growth targets. Coaching does not – and cannot – replace direct action and follow-through by the person who is being coached. Someone else cannot do your push-ups or stomach crunches for you!

To ensure sustained and sustainable improvement, Performance Fact's Coaching for High Performance methodology promotes identifying and shifting limiting or counterproductive mindsets, plus the willingness to take courageous action to improve performance. Coaching for High Performance:

- Is goal-directed
- Holds the coach and the coached to mutually high expectations for performance
- Connects in real time to a job-related performance improvement desire
- Requires mutual trust and respect
- Fosters continuous reflection

By addressing challenges at their roots, Coaching for High Performance produces transformative change. This coaching approach can be equally potent with individuals, teams, and the entire organization.

► *Recommended interval for the Coaching for High Performance process: Every month*

### STEP BY STEP



#### Current performance, mindset, and motivation

- ◆ Assess current performance and underlying mindset
- ◆ Strengthen attitude, belief, and motivation



#### Performance target and goal-aligned actions

- ◆ Set clear performance targets, criteria for success, and milestones



#### Progress monitoring, reflection, and renewal

- ◆ Monitor and communicate progress using ongoing soft and hard data to improve attitude, behavior, and performance






# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

06/29/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Ken Bullock, Agent CA License #0722261 4490 Piedmont Ave Oakland CA 94611		<b>CONTACT NAME:</b> Carlye Parra <b>PHONE (A/C, No, Ext):</b> (510) 658-9616 <b>FAX (A/C, No):</b> (510) 658-9069 <b>E-MAIL ADDRESS:</b> carlye@kenbullock.com	
<b>INSURED</b> Mutiu Fagbayi DBA Performance Fact 4022 Balfour Ave Oakland CA 94610		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> State Farm General Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	
		<b>NAIC #</b> 25151	

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		97-C6-V692-7	08/29/2019	08/29/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 OTHER \$
	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ OTHER \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ OTHER \$
	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Landing Office Owner LLC, The Landing Office Investors, LLC, Vertical Ventures Capital, LLC and Kennedy Wilson Properties, LTD and their respective agents, members, partners, employees, and mortgagees as listed as additional insured.

**CERTIFICATE HOLDER****CANCELLATION**

The Landing Office Owner, LLC  
c/o Kennedy Wilson Properties, LTD  
333 Hegenberger Road, Suite 304  
Oakland CA 94621

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Myra Fazel

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THIS CERTIFIES THAT

# Performance Fact, Inc.



\* Nationally certified by the: **WESTERN REGIONAL MINORITY SUPPLIER DEVELOPMENT COUNCIL**

\* NAICS Code(s): 611710; 541611

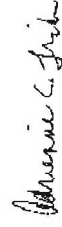
\* Description of their product/services as defined by the North American Industry Classification System (NAICS)

02/28/2021

**Issued Date**

WR06254

**Certificate Number**

  
Adrienne Trimble

02/28/2022

**Expiration Date**

  
Cecil Plummer, President

By using your password (NMSDC issued only), authorized users may log into NMSDC Central to view the entire profile: <http://nmsdc.org>

[Certify, Develop, Connect, Advocate.](#)

\* MBEs certified by an Affiliate of the National Minority Supplier Development Council, Inc.®

# 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)

**Performance Fact, Inc.**

Business name, if different from above

Check appropriate box: ☐ Individual/  
Sole proprietor

☒ Corporation

☐ Partnership

☐ Other ▶

☐ Exempt from backup  
withholding

Address (number, street, and apt. or suite no.)

**333 Hegenberger Road, STE 750**

City, state, and ZIP code

**Oakland, CA 94621**

Requester's name and address (optional)

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

or

Employer identification number

1 6 - 1 5 3 8 3 2 1

## 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. person (including a U.S. resident alien).

**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 4.)

Sign  
Here

Signature of  
U.S. person ▶

Date ▶ 08/25/09

## 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.

**U.S. person.** 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.

In 3 above, 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.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**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,