

Board Office Use: Legislative File Info.	
File ID Number	16-0685
Introduction Date	May 11th
Enactment Number	16-0677
Enactment Date	5/11/16



OAKLAND UNIFIED  
SCHOOL DISTRICT

Community Schools, Thriving Students

# Memo

**To** Board of Education

**From** Antwan Wilson, Superintendent

**Subject** First Amendment to University Services Agreement-#A18461

**Action Requested** Approval by the Board of Education to this First Amendment made to the University of California, Davis, campus agreement #A18461 between The Regents Of The University of California on behalf of its CRESS Center in the Davis School of Education (the Facility) and OAKLAND UNIFIED SCHOOL DISTRICT (OUSD).

**Background** Continue partnership between the UC Davis SAYS Program and the Office of African American Male Achievement. Using our three-pronged approach to school improvement, we will develop services that are district supported and principal guided, but are rooted in the heart of the work-the empowerment of students, teachers and the community.

**Discussion** The parties to the above-referenced agreement agree as follows:

1. The Facility-The CRESS Center in the Davis School of Education has been replaced by the UC Davis Department of Student Affairs and its Sacramento Area Youth Speaks (SAYS)
2. Services. Section 1 is hereby amended to add the services described in Exhibit A-1, attached and made a part hereof
3. Term. Section 3 is revised to extend the date through June 30, 2016.
4. Other Terms. All other terms and conditions of the agreement shall remain the same.

**Recommendation** Approval of the amended agreement between Oakland Unified School District and The Regents of the University of California. Services to be provided primarily by the Office of African American Male Achievement for the period of October 1, 2015 through June 30<sup>th</sup>, 2016.

**Fiscal Impact** Funding resource name (please spell out): 9225/Kaiser Foundation in an amount not to exceed \$82,400.00.

**Attachments** UC Davis Agreement #A18461-Amendment #1  
University Services Agreement



**CONTRACT JUSTIFICATION FORM**  
**This Form Shall Be Submitted to the Board Office**  
**With *Every* Consent Agenda Contract.**

**Legislative File ID No.** \_\_\_\_\_

**Department:** Office of African American Male Achievement

**Vendor Name:** The Regents of California- UC Davis Cress Center

**Contract Term:** Start Date: October 2015 End Date: June 2016

**Annual Cost:** \$ 82,4000.00

**Approved by:** \_\_\_\_\_

**Is Vendor a local Oakland business?** Yes ☐ No ☒

**Why was this Vendor selected?**

Dr Vajra Watson has a unique approach and skill set that specifically addresses student needs.

**Summarize the services this Vendor will be providing.**

Research and report focused on community empowerment as a theory of action for district-wide improvements. Use ethnographic tools to lift up this narrative and tell the story of the ways the African American community has aligned efforts to engage, encourage, and empower Oakland Unified School District to address and eliminate institutionalized racism. The annual Summit at UC Davis is the culmination of our year-round programming in the schools. In particular we will target 1000 middle and high school students in danger of academic retention and we provide a college experience for them that is informative, educational and empowering.

**Was this contract competitively bid?** Yes ☐ No ☒

If No, answer the following:

1) How did you determine the price is competitive?

Prior work with this vendor demonstrated effectiveness and results. Prices similar to other events and engagements.

2) Please check the competitive bid exception relied upon:

- ☐ **Educational Materials**
- ☐ **Special Services** contracts for financial, economic, accounting, legal or administrative services
- ☐ **CUPCCAA exception** (Uniform Public Construction Cost Accounting Act)
- ☒ **Professional Service Agreements** of less than \$87,800 (increases a small amount on January 1 of each year)
- ☐ **Construction related Professional Services** such as Architects, DSA Inspectors, Environmental Consultants and Construction Managers (require a "fair, competitive selection process)
- ☐ **Energy** conservation and alternative energy supply (e.g., solar, energy conservation, co-generation and alternate energy supply sources)
- ☐ **Emergency** contracts [requires Board resolution declaring an emergency]
- ☐ **Technology** contracts
  - ☐ electronic data-processing systems, supporting software and/or services (including copiers/printers) over the \$87,800 bid limit, must be competitively advertised, but any one of the three lowest responsible bidders may be selected
  - ☐ contracts for computers, software, telecommunications equipment, microwave equipment, and other related electronic equipment and apparatus, including E-Rate solicitations, may be procured through an RFP process instead of a competitive, lowest price bid process
  - ☐ Western States Contracting Alliance Contracts (WSCA)
  - ☐ California Multiple Award Schedule Contracts (CMAS) [contracts are often used for the purchase of information technology and software]
- ☐ **Piggyback" Contracts** with other governmental entities
- ☐ **Perishable Food**
- ☐ **Sole Source**
- ☐ **Change Order for Material and Supplies** if the cost agreed upon in writing does not exceed ten percent of the original contract price
- ☐ **Other, please provide specific exception**



## FIRST AMENDMENT TO UNIVERSITY SERVICES AGREEMENT

THIS FIRST AMENDMENT is made to University of California, Davis campus agreement #A18461 between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA on behalf of its CRESS Center in the Davis School of Education (the Facility) and OAKLAND UNIFIED SCHOOL DISTRICT (OUSD).

The parties to the above-referenced agreement agree as follows:

1. The Facility. The CRESS Center in the Davis School of Education has been replaced by the UC Davis department of Student Affairs and its Sacramento Area Youth Speaks (SAYS).
2. Services. Section 1 is hereby amended to add the services described in Exhibit A-1, attached and made a part hereof.
3. Term. Section 3 is revised to extend the date through June 30, 2016.
4. Payment. Section 4 is revised to replace the not to exceed amount of \$41,200.00 with the amount of \$82,400.00 for the extended term hereunder.
5. Other Terms. All other terms and conditions of the agreement shall remain the same.

IN WITNESS WHEREOF, the parties have executed this amendment on the dates set forth below.

OAKLAND  
UNIFIED SCHOOL  
DISTRICT

by: 

(authorized signature)

date: 12/17/2015

OAKLAND UNIFIED  
SCHOOL DISTRICT

by: 

(authorized signature)

date: 12/18/15

THE REGENTS OF THE  
UNIVERSITY OF CALIFORNIA

Kelly


by: Gilmore

Digitally signed by Kelly Gilmore  
DN: cn=Kelly Gilmore, o=UC Davis,  
ou=Business & Revenue Contracts,  
email=kngilmore@ucdavis.edu, c=US  
Date: 2016.01.28 15:09:49 -08'00'

Kelly Gilmore

Business & Revenue Contracts Manager  
Contracting Services  
UC Davis

date: 1/28/2016

File ID Number: 16-2685  
Introduction Date: 5/11/16  
Enactment Number: 16-0677  
Enactment Date: 5/11/16  
By: 

OUSD or the District verifies that  
the Contractor does not appear on  
the Excluded Parties List at  
<https://www.sam.gov/>

James Harris  
President, Board of Education

Antwan Wilson  
Secretary, Board of Education

# Exhibit A-1

## UC DAVIS SAYS Program Scope of Work

Sacramento Area Youth Speaks (SAYS) partnership to engage students, teachers, and community members in critical literacy and youth leadership development. *Contract Date: October 2015-June, 2016 says.ucdavis.edu*

**Continue partnership between the UC Davis SAYS Program and the Office of African American Male Achievement. Using our three-pronged approach to school improvement, we will develop services that are district supported and principal guided, but are rooted in the heart of the work—the empowerment of students, teachers, and the community.**

Project Objectives:	Purpose, Steps, and Tasks:	Lead:	Cost:
Community Empowerment	<ul style="list-style-type: none"> <li>Research and report focused on community empowerment as a theory of action for district-wide improvements. In a school district with multiple leaders, the community has been the constant force for advocacy and support. <ul style="list-style-type: none"> <li>Use ethnographic tools to lift up this narrative and tell the story of the ways the African American community has aligned efforts to engage, encourage, and empower Oakland Unified School District to address and eliminate institutionalized</li> </ul> </li> </ul>	Dr. Vajra Watson	\$25,000
8 <sup>th</sup> Annual SAYS Summit College Day May 2016	<ul style="list-style-type: none"> <li>It is critical for both students and teachers to experience that this youth engagement movement is larger than their classroom or even school. It is equally important to bring young people together so that they are able to experience higher education in a new way—one that honors who they are, where they come from, and where they are going.</li> <li>The annual Summit at UC Davis is the culmination of our year-round programming in the schools. In particular, we target 1,000 middle and high school students in danger of academic retention and we provide a college experience for them that is informative, educational, and empowering</li> </ul>	200 participants	\$75x200 tickets for students and teachers = \$15,000
Travel	<ul style="list-style-type: none"> <li>Mileage for services</li> </ul>		\$1,200
			<b>TOTAL COST: \$41,200</b>

To be invoiced bi-annually

District Partner Lead:

**Christopher P. Chatmon**

Executive Director  
African American Male Achievement  
Oakland Unified School District  
746 Grand Avenue  
Oakland, CA 94610  
Office: 510.287.8313  
Fax: 510.874.3622  
[christopher.chatmon@ousd.k12.ca.us](mailto:christopher.chatmon@ousd.k12.ca.us)

UC Davis Lead:

**Dr. Vajra Watson**

Director of Research and Policy for Equity  
SAYS Founder and Director  
UC Davis  
One Shields Avenue  
Davis, CA 95616-8729  
cell: 530.370.2889  
email: [vmwatson@ucdavis.edu](mailto:vmwatson@ucdavis.edu)

**SAM Search Results**  
**List of records matching your search for :**

**Search Term : The\* Regents\* of the\* University\* of California\* at Davis\***  
**Record Status: Active**

**No Search Results**





## MEMORANDUM OF UNDERSTANDING ROUTING FORM 2015-2016

### Basic Directions

**Services cannot be provided until the MOU is fully approved and a Purchase Order has been issued.**

1. Contractor and OUSD Administrator reach agreement about scope of work and compensation.
2. Contractor and OUSD Administrator agreed upon terms are reflected in the Memorandum of Understanding.
3. OUSD Administrator verifies contractor does not appear on the Excluded Parties List.
4. OUSD contract originator creates the requisition on IFAS.
5. Within 2 weeks of creating the requisition, the OUSD Administrator submits completed MOU packet to Legal for approval.

### Agency Information

Agency Name	African American Male Achievement	Agency's Contact Person	Christopher P. Chatmon
Street Address	1000 Broadway, Ste. 398	Title	Executive Director
City	Oakland	Telephone	510-879-3653
State	CA	Zip Code	94607
Email	christopher.chatmon@ousd.org		
OUSD Vendor Number	1003604		
Attachments	<input checked="" type="checkbox"/> Proof of general liability and workers' compensation insurance <input checked="" type="checkbox"/> Statement of qualifications <input checked="" type="checkbox"/> Program Planning Tool and Budget <input checked="" type="checkbox"/> Printout showing this vendor does not appear on the Excluded Parties List. ( <a href="http://www.sam.gov/portal/public/Sam/">www.sam.gov/portal/public/Sam/</a> )		

### Compensation and Terms – Must be within OUSD Billing Guidelines

Anticipated Start Date	October 2015	Date work will end	June 2016	Total Contract Amount	82400
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### Budget Information

Resource #	Resource Name	Org Key #	Object Code	Amount	Req. #
1540	Kaiser	9291540102	5825	\$ 82,400.00	R0163492
			5825	\$	
			5825	\$	
			5825	\$	

### OUSD Contract Originator Information

Name of OUSD Contact	Christopher P. Chatmon	Email	christopher.chatmon@ousd.k12.ca.us
Telephone	510-879-3653	Fax	510-879-3213
Site/Dept. Name	929/Office of African American Male	Enrollment Grades	through

### Approval and Routing (in order of approval steps)

Services cannot be provided before the MOU is fully approved and a Purchase Order is issued. Signing this document affirms that to your knowledge services were not provided before a PO was issued.

☒ OUSD Administrator verifies that this vendor does not appear on the Excluded Parties List (<https://www.sam.gov>)

Please sign under the appropriate column.	Approved	Denied – Reason	Date
1. Site Administrator			2/25/16
2. Oakland After School Programs Office			
3. Network Officer or Deputy Chief			
4. Cabinet (CAO, CCO, CFO, CSO, Asst Sup)			
5. Board of Education or Superintendent			
Procurement	Date Received		

Calla Guel



**UNIVERSITY SERVICES AGREEMENT  
OAKLAND UNIFIED SCHOOL DISTRICT**

THIS AGREEMENT is made and entered into by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (University), on behalf of its Cress Center in the Davis School of Education (the Facility) and the OAKLAND UNIFIED SCHOOL DISTRICT (OUSD) in care of the Oakland Public Education Fund.

**RECITALS**

WHEREAS, The Facility has been established and is maintained to support University's pursuit of its constitutional objectives of instruction, research, and public service; and

WHEREAS, the services of the Facility may be extended to non-University users (including, when permitted by University policy, University students, faculty, and staff requesting such services for their personal use) only when, in the sole judgment of University, such action will serve purposes consistent with University's objectives and will not adversely affect the conduct of University activities; and

WHEREAS, the services requested by OUSD have been determined to serve purposes consistent with University objectives and their provision to OUSD not to adversely affect the conduct of University activities; and

WHEREAS, OUSD has determined that the services in question cannot be adequately performed by other agencies or commercial firms; and

NOW, THEREFORE, University shall furnish the following services to OUSD.

**TERMS AND CONDITIONS**

1. **Services.** University shall develop partnership between SAYS (Sacramento Area Youth Speaks) program and the Manhood Development Program at OUSD, as more fully described in "Exhibit A", attached hereto and incorporated herein. Additional work shall be performed only if authorized in advance by written amendment to this agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this agreement, this agreement shall take precedence. OUSD's addendum or purchase order shall have no effect on the terms and conditions of this agreement.
2. **Priority of University work.** University work always has priority over work to be performed for non-University users.
3. **Term.** The term of this agreement shall be from the date of the last signature below, through date, June 30, 2015.
4. **Payment.** Fees for services by facility shall be based upon Facility's approved rate of \$350.00 per hour, plus reimbursement of actual expense costs, and shall not exceed \$41,200.00. (Though Exhibit A lists a cost for each objective, each cost is an estimate based on approved rate and estimated expenses.) In no event shall the not-to-exceed value of the agreement be increased absent a written amendment between the parties. OUSD shall pay for services within 30 days of OUSD's receipt of University's invoices; Facility reserves the right to suspend performance of services if OUSD fails to make payment in full within 60 days.

5. Indemnification and Insurance. The parties shall defend, indemnify, and hold one another, their officers, employees, and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of or in connection with this agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.
- 5.1. Evidence of Insurance. Upon University's request, OUSD shall provide University written evidence of OUSD's insurance coverage relevant to the presence or activity of OUSD, its officers, agents, and employees while in, on or about University property. In the event OUSD's coverage is not acceptable to University, University shall have the right to immediately suspend services. If OUSD fails to provide acceptable insurance within 10 days after University's written notice, University may terminate this agreement.
- 5.2. Patent Infringement. OUSD shall indemnify University, its agents and employees, against all liability (including costs and expenses incurred) for use of any invention or discovery and for the infringement of any Letter Patent (not including liability arising pursuant to U.S. Code section 183, Title 35 (1952) prior to the issuance of Letters Patent) occurring during the performance of this agreement and resulting from OUSD's request or instruction that the Facility utilize any device, method, or technique not normally utilized by the Facility.
6. Non-Liability of University.
- 6.1. Consequential Damages. University shall not be liable for any loss of profits, claims against OUSD by any third party, or consequential damages.
- 6.2. Delay/Desired Result. University shall incur no liability to OUSD or to any third party for any loss, cost, claim or damage, either direct or consequential, arising from University's delay in performance or failure to perform services, or failure to achieve a desired result.
- 6.3. Property Damage. University shall incur no liability to OUSD or to any third party for loss or destruction of or damage to any materials to be sampled, assayed, or tested, data, equipment, or other property brought upon University premises by OUSD or delivered to University by OUSD in connection with this agreement. OUSD accepts all liability for risk of loss to any and all such property.
- 6.4. Liability Limitation. University's liability for damages shall not exceed the total of all charges paid by OUSD.
7. Confidential Information. During the course of this agreement, OUSD may provide University with information, data, or material that it regards as proprietary or confidential. Such information shall be marked or stamped "CONFIDENTIAL INFORMATION". If communicated orally to University, OUSD shall submit confirmation in writing within five days of such disclosure.



- 7.1. University's Obligation. University shall treat OUSD's Confidential Information in the same manner as University treats its own similar information. Upon OUSD's written request, University shall protect OUSD's Confidential Information by means not normally employed by University; however, University shall have no obligation to comply with any such request by OUSD. Should such protection occur, any related costs shall be borne by OUSD. University shall not be liable for inadvertent disclosure of Confidential Information provided University has exercised reasonable care.
- 7.2. Exempt Information. Confidential Information does not include information that is (i) not exempt from disclosure under the California Public Records Act (Calif. Gov. Code sec. 6250 et seq.); (ii) otherwise available to the public; (iii) rightfully received from a third party not in breach of an obligation of confidentiality; (iv) independently developed by University; (v) previously known to University; or (vi) produced in compliance with a court order or when required by law. University shall give reasonable notice to OUSD that Confidential Information is being sought by a third party, to afford OUSD an opportunity to limit or prevent disclosure. Any defense against disclosure shall be at OUSD's sole initiative, risk, cost, and expense. University is not obligated to participate in any defense against such request for disclosure. Upon OUSD's request, University agrees to cease using all Confidential Information and to return it promptly to OUSD.
- 7.3. Time Limitation. University shall not divulge OUSD's Confidential Information for a period of three years following termination of this agreement, or earlier if OUSD makes or allows its Confidential Information to become public knowledge, or by communicating such Confidential Information to a party not bound by an obligation of confidentiality.
- 7.4. Disposition of Confidential Information. Upon completion of services or termination of this agreement, by OUSD's written request, University shall return any Confidential Information. Absent such request, Facility shall destroy or dispose of it according to its established procedures.
8. Disclaimer of Warranty. UNIVERSITY MAKES NO WARRANTY AS TO RESULTS TO BE OBTAINED BY THE USER FROM THE USE OF ANY SERVICES AND/OR FACILITIES PROVIDED BY UNIVERSITY UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
9. Shipment of Restricted Materials. In the event that OUSD will be providing materials to be sampled, assayed, or used by University in providing Services hereunder whose shipment would require authorization or permits from governmental authorities (including return of any such materials to OUSD following completion of Services or termination of this agreement), application for such authorization or permit shall be solely at OUSD's initiative, risk, cost, and expense.



10. University's Right to Use Data. University shall have the unrestricted right to use for its own purposes, including publication, any data or information which it may develop in connection with or as a result of performing the services described in Exhibit A.
11. Use of University's Name. Except for the purpose of the services shown in section 1, OUSD shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.
12. Termination. This agreement may be terminated by either party upon ten days written notice to the other party.
13. Notices. Notices shall be directed to the appropriate parties at the following addresses:

- 13.1. Regarding Contract. Correspondence or inquiries regarding contractual matters shall be directed to the appropriate party at the following addresses:

**UNIVERSITY**

Matthew Gullfoil  
Business Contracts  
One Shields Avenue  
University of California  
Davis, California 95616  
E-mail: [mgullfoil@ucdavis.edu](mailto:mgullfoil@ucdavis.edu)  
Phone: (530) 752-6530

**OAKLAND PUBLIC EDUCATION FUND**

David Korsak, MSF, CNAP  
Director of Finance & Administration  
Oakland Public Education Fund  
1000 Broadway, Suite 300  
Oakland, CA 94602  
E-mail: [david@oaklandedfund.org](mailto:david@oaklandedfund.org)  
Phone: (510) 221-6968

- 13.2. Regarding Program/Work. Correspondence or inquiries regarding the substance and progress of work to be performed, or payment for services should be directed to the following addresses:

Dr. Vajra Watson  
Director of Research and Policy for Equity  
Cress Center, School of Education  
SOEB, Rm 225  
Davis, CA 95616  
E-mail: [vmwatson@ucdavis.edu](mailto:vmwatson@ucdavis.edu)  
Phone: (530) 370-2889

14. Attorneys' Fees. If any action at law or equity is brought to enforce or interpret the terms of this agreement, including collection of delinquent payment, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which it may be entitled.
15. Relationship of the Parties. The parties to this agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this agreement.
16. Governing Law. This agreement shall be construed pursuant to California law.

17. Amendment. No change in any term or condition of this agreement shall become effective unless by amendment in writing signed by both parties.
18. Entire Agreement. This agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

OAKLAND PUBLIC EDUCATION  
FUND

By: 

(authorized signature)

Print name: DAVID C. KORSAK

Title: DIR OF FIN & ADMIN

Date: 2/9/2015

OAKLAND UNIFIED SCHOOL  
DISTRICT

By: 

Christopher Chatmon

Executive Director

African American Male Achievement

Oakland Unified School District

Date: 2/10/2015

UNIVERSITY OF CALIFORNIA

By: 

Kelly Gilmore

Business & Revenue Contract Manager

Contracting Services

UC Davis

Date: 2/11/2015

**UC DAVIS SAYS Program Scope of Work**

Sacramento Area Youth Speaks (SAYS) partnership to engage students, teachers, and community members in critical literacy and youth leadership development.

Contract Date: October 2014-June, 2015

[says.ucdavis.edu](http://says.ucdavis.edu)

Develop partnership between the UC Davis SAYS Program and the Manhood Development Program through the Office of African American Male Achievement. Using our three-pronged approach to school improvement, we will develop services that are district supported and principal guided, but are rooted in the heart of the work—the empowerment of students, teachers, and the community.

Project Objectives:	Purpose, Steps, and Tasks:	Lead:	Cost:
Manhood Development Program Evaluation:	<ul style="list-style-type: none"> <li>In partnership with the Office of African American Male Achievement, Dr. Vajra Watson will oversee qualitative and quantitative evaluation components of the Manhood Development Program for FY 2014-2015.</li> <li>Survey design and analysis (3 stages)</li> <li>Interviews with students and key staff</li> <li>Create a final Manhood Development Program Impact Report</li> </ul>	Dr. Vajra Watson	\$25,000
7 <sup>th</sup> Annual SAYS Summit College Day on May 29, 2015	<ul style="list-style-type: none"> <li>It is critical for both students and teachers to experience that this youth engagement movement is larger than their classroom or even school. It is equally important to bring young people together so that they are able to experience higher education in a new way—one that honors who they are, where they come from, and where they are going.</li> <li>The annual Summit at UC Davis is the culmination of our year-round programming in the schools. In particular, we target 1,000 middle and high school students in danger of academic retention and we provide a college experience for them that is informative, educational, and empowering.</li> </ul>	200 participants	\$75x200 tickets for students and teachers = \$15,000
Travel	<ul style="list-style-type: none"> <li>Mileage for services</li> </ul>		\$1,200
			<b>TOTAL COST:</b> \$41,200

**District Partner Lead:**

Christopher P. Chatmon  
Executive Director  
African American Male Achievement  
Oakland Unified School District  
746 Grand Avenue  
Oakland, CA 94610  
Office: 510.287.8313  
Fax: 510.874.3622  
[christopher.chatmon@ousd.k12.ca.us](mailto:christopher.chatmon@ousd.k12.ca.us)

**UC Davis Lead:**

Dr. Vajra Watson  
Director of Research and Policy for Equity  
SAYS Founder and Director  
UC Davis  
One Shields Avenue  
Davis, CA 95616-8729  
cell: 530.370.2889  
email: [vmwatson@ucdavis.edu](mailto:vmwatson@ucdavis.edu)

Note: Payment will be invoiced  
Quarterly By UC Davis