

**CONTRACT NAME: AGREEMENTS BETWEEN TURNITIN, LLC AND DAVIS
JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF PLAN: This licensing agreements provide services that allow educational institutions to check student work for possible textual matches against internet-available resources. This is a tool for promoting academic integrity and preventing plagiarism at Davis Senior High School and DaVinci Charter Academy.

FISCAL IMPACT: The cost of each license is covered in each site's 2018-2019 approved budget.



AMENDMENT ONE AND SERVICES PRICING AGREEMENT

This Amendment One and Services Pricing Agreement ("SPA") of the Registration Agreement entered into between Turnitin, LLC ("Turnitin") and Davis Joint Unified School District ("Institution") dated July 19, 2017 (the "Agreement") is made as of the date acknowledged and agreed to below ("Effective Date").

The Agreement is renewed as follows:

PRICING: Institution shall pay a Service fee ("Fee") in the total amount \$ 6,137.50 US** for a Turnitin Feedback Studio License (including Originality Check, Online Grading and Peer Review) for up to 1,750 students at Davis Senior HS, for the Term. The Service shall include unlimited submissions of papers, unlimited classes, and unlimited Similarity Reports for the Term. If indicated below, the Fee also includes Training fees as applicable.

Payment is due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by California law.

** IMPORTANT TAX INFORMATION: Products sold to certain states are subject to tax. Estimated Tax above (if any) is not final. Invoice will reflect Applicable Tax (state and local). No sales tax is charged when provided a valid exemption certificate. If you have a valid tax exemption certificate, please email it to: ar@turnitin.com

TERM: The term is twelve (12) months from August 22, 2018 through August 21, 2019.

OPTIONAL SERVICES: As may be completed below, Institution orders the following Training, which shall be governed by the terms and conditions as forth in http://turnitin.com/en_us/about-us/our-company/turnitin-training-terms-and-conditions, and this SPA: N/A

- In-Person Training [type].
- Online Training [type].

Except as expressly amended above, the Agreement (including Exhibit B Appendix) is hereby ratified and affirmed in all other respects

ACKNOWLEDGED AND AGREED, as of 7/19/18, 2018:

TURNITIN, LLC
Signature: [Signature]
Print Name: Chris Caren
Print Title: CEO
Date: July 19, 2018

2101 Webster Street, Suite 1800
Oakland CA 94612

* Laura DiPiano for Chris Caren

DAVIS JOINT UNIFIED SCHOOL DISTRICT
Signature: [Signature]
Print Name: Bruce F. Colby
Print Title: Chief Business Officer
Date: 7/18/18

Billing Address:

Billing Email Address:



AMENDMENT TWO AND SERVICES PRICING AGREEMENT

This **Amendment Two and Services Pricing Agreement** ("SPA") of the Registration Agreement entered into between **Turnitin, LLC** ("Turnitin") and **Davis Joint Unified School District** ("Institution") dated July 19, 2017 (the "Agreement") is made as of the date acknowledged and agreed to below ("Effective Date").

The Agreement is renewed as follows:

PRICING: Institution shall pay a **Service fee** ("Fee") in the total amount **\$ 4,355.00 US**** for a Turnitin Feedback Studio with Integration License (including Originality Check, Online Grading and Peer Review) for up to **600 students** at Da Vinci Charter Academy, for the Term. The Service shall include unlimited submissions of papers, unlimited classes, and unlimited Similarity Reports for the Term. If indicated below, the Fee also includes Training fees as applicable.

Payment is due net thirty (30) days from the date of invoice. Payments are deemed late thereafter and shall accrue interest at the lesser of 1.5% per month or the maximum rate and net period allowable by California law.

**** IMPORTANT TAX INFORMATION:** Products sold to certain states are subject to tax. Estimated Tax above (if any) is not final. Invoice will reflect Applicable Tax (state and local). No sales tax is charged when provided a valid exemption certificate. If you have a valid tax exemption certificate, please email it to: ar@turnitin.com

TERM: Twelve (12) months commencing on the Activation Date, which is defined as the date as confirmed via the applicable Turnitin invoice. (For planning purposes, the estimated Activation Date is **August 13, 2018**.)

OPTIONAL SERVICES: As may be completed below, Institution orders the following Training, which shall be governed by the terms and conditions as forth in http://turnitin.com/en_us/about-us/our-company/turnitin-training-terms-and-conditions, and this SPA: *N/A*

In-Person Training [type].

Online Training [Online Training Session, 1 session; also Essential Package, which contains one (1) 60-minute administrative live webinar training, and one (1) 90-minute live webinar sessions]

Except as expressly amended above, the Agreement (including Exhibit B Appendix) is hereby ratified and affirmed in all other respects

ACKNOWLEDGED AND AGREED, as of 7/18/18, 2018:





TURNITIN, LLC

Signature: *Laura DiPiano* *

Print Name: Chris Caren

Print Title: CEO

Date: July 19, 2018

2101 Webster Street, Suite 1800

Oakland CA 94612

* Laura DiPiano for Chris Caren

DAVIS JOINT UNIFIED SCHOOL DISTRICT

Signature: *Bruce E. Colby*

Print Name: Bruce E. Colby

Print Title: Chief Business Officer

Date: 7-19-18

Billing Address: _____

Billing Email Address: _____