

# CENTRAL COMMUNITY SCHOOL SYSTEM



COMPLIANCE AUDIT  
ISSUED SEPTEMBER 29, 2010

**LEGISLATIVE AUDITOR  
1600 NORTH THIRD STREET  
POST OFFICE BOX 94397  
BATON ROUGE, LOUISIANA 70804-9397**

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DARYL G. PURPERA, CPA, CFE

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LOUISIANA LEGISLATIVE AUDITOR  
DARYL G. PURPERA, CPA, CFE

September 29, 2010

Superintendent Michael W. Faulk and  
Members of Central Community School Board  
13241 Hooper Road, Suite 6  
Baton Rouge, Louisiana 70837

Dear Superintendent Faulk:

We have audited certain transactions of the Central Community School System (school system) for the period July 1, 2007, to June 30, 2010. Our audit was conducted in accordance with Title 24 of the Louisiana Revised Statutes to determine the propriety of certain allegations.

Our audit consisted primarily of inquiries and the examination of selected financial records and other documentation. The scope of our audit was significantly less than that required of an audit by *Government Auditing Standards*; therefore, we are not offering an opinion on the school system's financial statements or system of internal control nor assurance as to compliance with laws and regulations. The concerns and results of our audit are listed below for your consideration.

### **Public Bid Law**

#### **Materials and Supplies**

The school system may have violated the Louisiana Public Bid Law (materials and supplies) through the purchases listed below from MIS Technology Group during the period July 1, 2008, to June 30, 2010.

<b>Purchases of Information Technology Materials and Supplies</b>			
Vendor	Items	FYE June 30, 2009	FYE June 30, 2010
MIS Technology Group			
	Projectors	\$96,981	\$97,498
	Cameras	46,995	43,307
	Cisco 4506 Switch	28,223	110,925
<b>Total</b>		<b>\$172,199</b>	<b>\$251,730</b>

State law<sup>1</sup> required purchases of materials and supplies before June 30, 2009, to be publicly bid if exceeding \$20,000. Effective August 15, 2009, the minimum amount that requires public bidding is increased to \$30,000.<sup>2</sup> State law<sup>3</sup> also allows the use of a Request for Proposal (RFP) in the purchase of data transmission equipment such as the Cisco 4506 Switch; however, the school system administration did not publicly bid or advertise by RFP for the above items. When considering if an item should be bid, the school system administration should aggregate similar items for the school system as a whole<sup>4</sup> at the beginning of the fiscal year and comply with the requirements in state law. In April 2010, before the start of our audit, the school board adopted a purchasing policy for equipment, materials, and supplies that, if followed, should address the public bid law finding in this report.

### **Professional Services**

On June 27, 2007, the school board approved the use of MIS Technology Group to provide Infrastructure Design and Support Services. During the period July 1, 2007, to June 30, 2010, the school system paid MIS Technology Group \$108,000. During our review of these records, the school system administration provided a proposal from MIS that listed potential services to be provided, but the school system did not have a signed contractual agreement. Furthermore, MIS invoiced the school system \$3,000 per month for a support contract, but there was no explanation of the services provided and MIS could not provide documentation of the work performed. In our discussions with school system officials, there were no complaints or issues with the services provided by MIS to the school system.

Since the school system administration did not require documentation of the services provided, we could not determine the necessity or reasonableness of the services or if the services benefited the school system. Therefore, the school system may have violated the Louisiana Constitution,<sup>5</sup> which prohibits the donation of public funds.

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<sup>1</sup> **Louisiana Revised Statute (R.S.) 38:2212.1 A(1)(a)** provides that all purchases of any materials or supplies exceeding the sum of twenty thousand dollars to be paid out of public funds shall be advertised and let by contract to the lowest responsible bidder who has bid according to the specifications as advertised, and no such purchase shall be made except as provided in this Part.

<sup>2</sup> **R.S. 38:2212.1 A(1)(a)** provides that all purchases of any materials or supplies exceeding the sum of thirty thousand dollars to be paid out of public funds shall be advertised and let by contract to the lowest responsible bidder who has bid according to the specifications as advertised, and no such purchase shall be made except as provided in this Part.

<sup>3</sup> **R.S. 38:2237 A** provides that a political subdivision may lease, rent, or purchase telecommunications or data processing systems, including equipment, and related services, through a request for proposals which shall conform to the following requirements: (1) Specifications for the telecommunications or data processing systems equipment and related services shall be prepared in advance and shall designate the specific class or classes of equipment desired and may include all features associated with such class or classes of equipment. The specifications may also include requirements for the maintenance of the equipment if desired.

<sup>4</sup> **AG Opinion 95-123** provides, in part, that "...Since the District is created as one public entity which operates twenty-three fire stations, rather than twenty-three separate public entities, the District is required to aggregate its purchases from all stations to determine when public bid thresholds will be met.

<sup>5</sup> **Article 7, Section 14 of the Louisiana Constitution** provides, in part, that except as otherwise provided by this constitution, the funds, credit, property, or things of value of the state or of any political subdivision shall not be loaned, pledged, or donated to or for any person, association, or corporation, public or private.

### **Other Contracts**

On May 29, 2007, the school board approved the use of Munis software, a product of Tyler Technologies, for financial and personnel operations of the school system. Attorney General Opinion 09-0296 provides that as an alternative to the customary invitation to bid, state law allows local political subdivisions to “piggy-back” onto a contract competitively bid by another local political subdivision. The school system administration stated it used the piggy-back option to use the rates of an existing Tangipahoa Parish School Board contract with Tyler Technologies for Munis accounting software. The school system provided a copy of its contract with Tyler Technologies and the Tangipahoa Parish School Board contract but did not maintain any documentation regarding the procurement of Munis accounting software. Attorney General Opinion 09-0296 states that the following steps are necessary to piggy-back off an existing public contract of another local political subdivision:

1. Verify that the contract was bid in compliance with state law.
2. Verify that the contract is still active, fresh, or “viable.”
3. Obtain written consent or approval from the other public entity who bid the contract and obtain confirmation as to the contract number and, if necessary, the Council Resolution accepting the contract/bid.
4. Confirm that the vendor and the product, services, materials, supplies or equipment are the same and that the price is same or lower.

The school system administration could not provide documentation for the purchase of the Munis software as suggested by Attorney General Opinion 09-0296. The school system should comply with the attorney general’s guidance by reviewing all current piggy-backed contracts and establish policy to address any piggy-back contracts in the future.

### **Record Keeping**

During our audit, the school system administration had difficulty finding and providing copies of records we requested to conduct our audit. After we were informed the school system used piggy-back contracts for several vendors, we requested documentation on July 1, 2010, regarding the purchase of preventive HVAC maintenance from Johnson Controls and the Munis software from Tyler Technologies. The school system could not provide copies of either of these contracts and was unsure if they existed.

On July 19, 2010, we were informed the Johnson Controls HVAC maintenance contract was bid and that Johnson Controls was selected since it was the lowest bidder. By July 26, 2010, the school system then informed us there was no documentation of the bid process for HVAC maintenance. On July 30, 2010, the school system changed its position again and informed us the HVAC maintenance contract was not bid and therefore there were no records. Since the school system could not provide the requested records or a consistent explanation, we completed our audit and provided the school system with a draft audit report on August 17, 2010, for management's consideration and response.

On September 10, 2010, the school system provided its response to the audit and a copy of the Johnson Controls contract and Request for Proposal. Since we were provided additional information, we revised the report and requested an updated response from management. On September 20, 2010, the school system responded again and included a copy of its contract with Tyler Technologies.

It appears the school system has difficulty in filing contracts for retrieval and monitoring purposes. In addition, the school system does not have a record retention schedule approved by the Secretary of State. Poor document retention controls could result in violation of state law<sup>6</sup> which requires public records to be kept for a period of at least three years and are subject to formal record retention approved by the Department of State, contract terms that may be left uncompleted, and/or improper payments to vendors.

## **Recommendations**

We recommend that the school system:

- (1) follow the school system's procurement policy and comply with the provisions of the Public Bid Law;
- (2) follow the guidelines in Attorney General Opinion 09-0296 when piggy-backing off other contracts;
- (3) require written contracts including, but not limited to, the length of the contract, contractual obligations, contractual procedures, and payment terms;

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<sup>6</sup> **R.S. 44:36(A)** states, in part, "All persons and public bodies having custody or control of any public record, other than conveyance, probate, mortgage, or other permanent records required by existing law to be kept for all time, shall exercise diligence and care in preserving the public record for the period or periods of time specified for such public records in formal records retention schedules developed and approved by the state archivist and director of the division of archives, records management, and history of the Department of State. However, in all instances in which a formal retention schedule has not been executed, such public records shall be preserved and maintained for a period of at least three years from the date on which the public record was made."

- (4) ensure adequate services and supporting documentation are provided that support the allocation of expenses to the school system before payments are made;
- (5) require the finance department to maintain a copy of all signed contracts and approved purchase orders to support all vendor payments;
- (6) maintain records in an organized and secure fashion to ensure compliance with Louisiana law;
- (7) establish contract monitoring requirements to ensure payments for contract services are in accordance with the terms of the contract; and
- (8) develop and submit a formal record retention schedule to the Secretary of State as required by state law.

This report is a public report and represents our findings and recommendations as well as management's response. This correspondence is intended primarily for the information and use of management of the school system. I trust this information will assist you in the efficient and effective operations of the school system. Should you have any questions, please contact me at (225) 339-3839 or Dan Daigle, Director of Compliance Audit, at (225) 339-3808.

Sincerely,



Daryl G. Purpera, CPA, CFE  
Legislative Auditor

DGP:DD:dl





## Management's Response



# **CENTRAL COMMUNITY**

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## *School System*



13421 Hooper Road, Suite 6 • City of Central, LA 70818  
Post Office Box 78094 • City of Central, LA 70837  
225-262-1919 • [www.centralcss.org](http://www.centralcss.org)

**Michael W. Faulk**  
*Superintendent*

**Sharon Browning**  
*President*  
**District 7**

**Dr. James W. Gardner**  
*Vice President*  
**District 5**

**Russell Starns**  
**District 1**

**Marty Guilbeau**  
**District 2**

**Dr. G. David Walker**  
**District 3**

**Willard Easley**  
**District 4**

**Ruby Foil**  
**District 6**

September 24, 2010

Via E-mail: [dpurpera@lla.la.gov](mailto:dpurpera@lla.la.gov)

Daryl G. Purpera, CPA, CFE  
Louisiana Legislative Auditor  
P. O. Box 94397  
Baton Rouge, LA 70804-9397

RE: Response to Preliminary Draft Report

Dear Mr. Purpera:

This correspondence is in response to the September 15, 2010 Preliminary Draft Report concerning the audit of certain transactions of the Central Community School System ("CCSS") for the fiscal years ending on June 30, 2009 ("FYE 09") and June 30, 2010 ("FYE 10").

### **I. Materials and Supplies**

As indicated in your report in April of 2010, the Central Community School Board ("School Board") adopted a policy for the purchase of equipment, materials and supplies which should address the finding.

Additionally, at its September 13, 2010 meeting the School Board approved hiring of a Purchasing Agent. The duties of the Purchasing Agent will include coordination of purchases of similar items for the school system as a whole so that purchases of equipment, materials and supplies can be aggregated, reviewing state contracts for items to be purchased by CCSS and coordination bidding of equipment, materials and supplies.

## **II. Professional Services**

In June of 2007, the School Board approved a proposal by MIS Technology Group to provide maintenance and technical support to the School Board's data network, which currently serves approximately 4,000 students and 400 employees, for a fee of \$3,000 per month. Since July of 2007, MIS Technology Group has monitored the School Board's network and assisted the School Board's Technology Coordinator with maintenance of the network which is located throughout five school campuses consisting of multiple buildings and the School Board's administrative offices.

In La. Atty. Gen. Op. No. 99-280, the Louisiana Attorney General recognized that a contract for maintenance of electrical and mechanical systems of a political subdivision where the contractor was obligated to provide "response to equipment and system failures, and analysis of equipment problems" was for "the security of having the contractor assume all liability". A maintenance contract for the services of monitoring the network and providing technical support when needed to maintain the data network is critical to the operation of the School System.

At the time of contracting with MIS Technology Group, the School Board had a reasonable expectation of receiving a benefit or value at least equivalent to the amount expended on maintenance and technical support. Further, during the implementation and expansion of the data network, MIS Technology Group's staff has provided necessary services to the CCSS which can be verified by the Technology Coordinator. While the payments made to MIS Technology Group were not a prohibited donation, the School Board is scheduled to review the services which have been provided by MIS Technology Group within the next few weeks. I will recommend that the School Board review the issue of documentation of services raised in the draft report.

## **III. Other Contracts**

At the time of the School Board approved the use of Munis software the School Board had a very short period of time to

acquire and have an accounting system in place for the start of the 2007-2008 school year. The most expeditious method of obtaining software able to provide the functionalities required by the CCSS was to piggy-back on an existing contract.

After research, CCSS's former Business Manager recommended piggy-backing off a recent contract with Tangipahoa Parish School Board. While the School Board's staff could not locate all documentation regarding the Munis accounting software at the time it was requested, additional documentation has been located. Attached hereto as Exhibit A is a copy of the CCSS contract with Tyler Technologies specific to the CCSS. Additionally, it is believed that the CCSS's former Business Manager complied with the requirements for piggy-backing off of an existing contract by:

1. Verifying that the contract was bid in compliance with state law by the Tangipahoa Parish School Board;
2. Verifying that the contract was still "viable";
3. Obtaining approval of the other entity which bid the contract; and
4. Confirming that the vendor and the services are the same and that the price is the same or lower.

In order to ensure compliance with the requirements set forth in Attorney General Opinion 09-0296 to piggy-back off an existing public contract of another local political subdivision, the Purchasing Agent and Business Manager will review documentation for purchases made by piggy-back on an existing contract prior to approving the purchase order.

#### **IV. Record Keeping**

##### **A. Johnson Controls HVAC Maintenance Contracts**

With respect to the Johnson Controls HVAC Maintenance Contracts, CCSS did not change its position. Several representatives of CCSS were questioned about the Johnson Controls at different times. Since 2007 there have been three separate contracts with Johnson Controls. Each contract was handled differently due to the circumstances existing at the time. It

appears that discussions with multiple individual at various times regarding the three different agreements caused some confusion therefore, the following detailed explanation should clarify CCSS's response regarding Johnson Controls.

**July 1, 2007 - June 30, 2008**

Prior to the creation of the CCSS, the CCSS was a part of the East Baton Rouge Parish School Board ("EBRP School Board"). CCSS representatives received information from the EBRP School Board indicating that the EBRP School Board had bid HVAC Maintenance Services for school located throughout East Baton Rouge Parish in zones. Contracts were entered by EBRP School Board with included the 2007-2008 fiscal year.

The four school buildings transferred from EBRP School Board to CCSS were within two different zones. The HVAC Maintenance Contracts for the two zones in which CCSS school buildings are located were awarded to two different companies, one zone was awarded to Johnson Controls and one zone was awarded to Star Energy. CCSS continued the EBRP School Board contracts with Johnson Controls and Star Energy for the 2007-2008 fiscal year.

**July 1, 2008 – June 30, 2009**

Prior to July 1, 2008, the CCSS issued a request for proposals ("RFP") for HVAC Maintenance Services. Proposals were received from Carrier, Johnson Controls and Star Energy. The proposals were evaluated and the contract was awarded to Johnson Controls for maintenance of HVAC Systems on all four campuses, Bellingrath Elemenary, Tanglewood Elementary, Central Middle School and Central High School since Johnson Controls submitted the proposal with the lowest price. The RFP was provided to representatives of the Legislative Auditor during the audit; however, the signed contract for that period had been misplaced. Prior to completing its response to the first draft report, CCSS representatives obtained a copy of the signed contract from Johnson Controls and provided the copy together with the response to the draft report.

**July 1, 2009 – June 30, 2010**

Prior to July 1, 2009, the CCSS leased the former Starkey Academy to use as an additional campus. The former Starkey Academy was established as the Central Intermediate School to accommodate the rapid growth in enrollment. Central Intermediate was added to the Johnson Controls contract.

Before the conclusion of the 2009-2010 fiscal year, the School Board approved renovations to Bellingrath Elementary School, Tanglewood Elementary School and Central High School which included replacement of the HVAC Systems at those three campuses to be completed during the summer of 2010.

In the spring of 2010, I began the process of issuing an RFP for HVAC Maintenance Services. When trying to determine how the RFP should read given the expected equipment changes as a result of the renovation, I consulted with legal counsel, Sheri Morris. I learned that although CCSS had issued an RFP in 2009 for HVAC Maintenance, an RFP was not required.

With the knowledge that Johnson Controls would only be providing HVAC Maintenance at the two campuses with older systems for 2010-2011 school year and that those campuses were scheduled for closure during the 2011-2012 school year upon occupancy of new buildings to be constructed during the 2010-2011 and 2011-2012 school years, that the school board could enter a contract with Johnson Controls for the 2010-2011 without an RFP, Mrs. Morris and I recommended a one year contract with Johnson Controls and that an RFP be issued at the end of the 2010-2011 fiscal year. The 2011 RFP will be based upon the maintenance of the new systems rather than the old systems which were in place during the 2009-2010 fiscal year. The undated memo provided to your office by Mrs. Morris reflects this information.

When the HVAC Systems at the renovated schools were taken out of service those systems were removed from the Johnson Controls contract. The contract amount is far below \$150,000. Documentation has been provided to support the transactions outlined above.

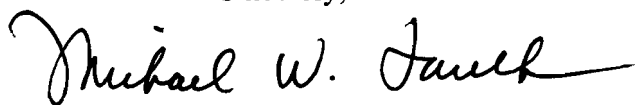
## **V. Recommendations**

Having reviewed the recommendations of your office, I will request that the Purchasing Director and Business Manager review the Draft Report and adopt a plan of action to implement procedures to:

1. verify and document compliance with the School System's procurement policy and public bid law applicable to school systems;
2. verify and document compliance with requirements for piggy-backing off other contracts;
3. review all existing contracts to determine durations, methods of monitoring compliance and documentation required for payment and make recommendations for amendments where appropriate;
4. review all existing contracts and make recommendations regarding supporting documentation to be provided by contractors for approval of payment; and
5. ensure the maintenance of documentation regarding contracts, bid document, quotations received and purchase orders to support all vendor payments;
6. review recordkeeping procedures, recommend a records retention scheduled to be submitted to the Secretary of State for approval and implement procedures to ensure records are maintained in an organized fashion and that access is limited in compliance with Louisiana law; and
7. establish contract monitoring requirements to ensure payments for contract services are in accordance with the terms of the contract.

The CCSS intends to fully cooperate with your office and remains committed to establishing procedures to ensure compliance with applicable procurement laws.

Sincerely,

A handwritten signature in black ink, reading "Michael W. Faulk". The signature is fluid and cursive, with a long horizontal stroke at the end.

Michael W. Faulk, Superintendent





Tyler Technologies, Inc.

370 US Route One Falmouth, Maine 04105 Phone 800.772.2260 Fax 207.781.2459 tylertech.com

May 25, 2007

Mr. Michael Faulk  
Central Community School District  
13421 Hooper Rd  
Suite 6  
Baton Rouge LA 70818

Dear Michael,

Enclosed, please find two (2) original copies of the proposed System Agreement (Agreement) between Tyler Technologies Inc. and Central Community School District (District). If the District is agreeable to the terms of the Agreement, please sign each, retain one copy for your records, and return the other copy in the enclosed envelope attention:

Judy Connolly  
Tyler Technologies Inc.  
370 U. S. Route 1  
Falmouth, Maine 04105

Additionally, if the District would prefer to have the Contract Term begin on June 1, 2007 as indicated in Addendum A of the Agreement, Tyler will need to receive the signed version of the Agreement on or before June 1, 2007. If timely delivery of the Agreement is not certain, a faxed copy of the Agreement page, properly executed and received prior to the close of business on June 1, 2007, will suffice.

Thank you for selecting Tyler Technologies Inc. to meet your software needs. We look forward to a long and mutually beneficial business relationship. Please do not hesitate to contact me at 1-800-772-2260, extension 4588, if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Rob Kennedy-Jensen", written over a horizontal line.

Rob Kennedy-Jensen  
Contracts Specialist

cc:

Enclosures

# **Application Service Provider Agreement**

**between**

**Tyler Technologies, Inc.**

**370 U.S. Route 1**

**Falmouth, Maine 04105**

**and**

**Central Community School District**

# Agreement

This Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2007 ("Effective Date") between Tyler Technologies Inc., a Delaware Corporation, with offices at 370 U.S. Route 1, Falmouth, Maine 04105 ("Tyler") and the **Central Community School District**, with its principle office at **13421 Hooper Rd, Suite 6, Baton Rouge, LA 70818** ("Client").

Tyler and Client agree as follows:

1. Tyler shall furnish the products and services as described in this Agreement, and Client shall pay the prices set forth in this Agreement. Tyler shall mail invoices to Client at the above address to the attention of \_\_\_\_\_

2. This Agreement consists of this Cover, Investment Summary, Sections I through XII and the following Attachments and Exhibits:

*Addendum A*

*Exhibit 1 - Service Level Agreement*

*Exhibit 2 - Business Travel Policy*

IN WITNESS WHEREOF, persons having been duly authorized and empowered enter into this Agreement, including Addendum A and all Exhibits hereto. This Agreement is effective as of the date last set forth below.

**Tyler Technologies Inc.**

**Client: Central Community School District**

By: \_\_\_\_\_

Michael J. Lyons  
Chief Financial Officer

By: \_\_\_\_\_

Michael W. Faulk  
MICHAEL W FAULK  
Superintendent

Date: \_\_\_\_\_

5/20/07

Date: \_\_\_\_\_

5/30/07

## Section A - Investment Summary



**Quoted By:** Rob Kennedy-Jensen  
**Date:** 05/25/2007  
**Quote Expiration:**  
**Quote Name:** Tyler Proposed Contract  
**Quote Number:** 944

### Sales Quotation For:

Mr. Michael Faulk  
 Central Community School District  
 13421 Hooper Rd  
 Suite 6  
 Baton Rouge, LA 70818

**Phone:** (225) 262-1919 x  
**Fax:**  
**Email:**

### 1 Services

Model #	Description	Quantity	Price	Extended Price	Discount	Services Total
ASP-VPN-HDW-1001	VPN Device and Installation	1.00	\$4,000.00	\$4,000.00	\$0.00	\$4,000.00
SVC-PROF-PS-01	Professional Services	1.00	\$3,750.00	\$3,750.00	\$0.00	\$3,750.00
SVC-TVL-EST	Estimated Travel Expenses	1.00	\$1,007.00	\$1,007.00	\$0.00	\$1,007.00
Total:						\$0.00
						Total: \$8,757.00

#### Consulting

Model #	Description	Quantity	Price	Extended Price	Discount	Consulting Total
FA-AC-CS-B	Accounting/GL/BG/AP - Consulting - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
FA-PA-CS-B	Project & Grant Accounting - Consulting - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
HR-PM-CS-B	HR Management - Consulting - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
HR-PR-CS-B	Payroll - Consulting - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
						Total: \$0.00

#### Training

Model #	Description	Quantity	Price	Extended Price	Discount	Training Total
FA-AC-TR-B	Accounting/GL/BG/AP - Training - B	5.00	\$0.00	\$0.00	\$0.00	\$0.00
FA-PA-TR-B	Project & Grant Accounting - Training - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
HR-PM-TR-B	HR Management - Training - B	4.00	\$0.00	\$0.00	\$0.00	\$0.00
HR-PR-TR-B	Payroll - Training - B	9.00	\$0.00	\$0.00	\$0.00	\$0.00
						Total: \$0.00

Total Other Services:	Total Consulting:	Total Training:	Total Conversion Services:	Total Services:
\$8,757.00	\$0.00	\$0.00	\$0.00	\$8,757.00
Total Training Days: 19				Total Consulting Days: 4

## 2 Maintenance

Model #	Description	Quantity	Price	Extended Price	Discount	Maintenance Total
FA-AC-AS-B	Accounting/GL/BG/AP - ASP - B	3.00	\$13,300.00	\$39,900.00	\$5,985.00	\$33,915.00
FA-PA-AS-B	Project & Grant Accounting - ASP - B	3.00	\$3,200.00	\$9,600.00	\$1,440.00	\$8,160.00
HR-PM-AS-B	HR Management - ASP - B	3.00	\$7,500.00	\$22,500.00	\$3,375.00	\$19,125.00
HR-PR-AS-B	Payroll - ASP - B	3.00	\$15,300.00	\$45,900.00	\$6,885.00	\$39,015.00
					Total:	Total:
					\$17,685.00	\$100,215.00

## Summary

	Fees	Maintenance
Total Services	\$8,757.00	
Summary Total	\$8,757.00	\$100,215.00

## Comments

Professional Services Fee denotes Project Management.

Tyler Content Manager is not available for use in an ASP environment. To purchase, the Client must maintain a separate server, pay the Installation fee of \$1000 and the then-current license and annual maintenance fees.

## Optional Software and Services - not included in Totals

Model #	Description	Quantity	Price	Extended Price	Discount	Software and Services Total
FA-BM-AS-B	Bid Management - ASP - B	1.00	\$2,400.00	\$2,400.00	\$0.00	\$2,400.00
FA-BM-CS-B	Bid Management - Consulting - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
FA-BM-TR-B	Bid Management - Training - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
FA-CM-AS-B	Contract Management - ASP - B	1.00	\$2,100.00	\$2,100.00	\$0.00	\$2,100.00
FA-CM-CS-B	Contract Management - Consulting - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
FA-CM-TR-B	Contract Management - Training - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
FA-FA-AS-B	Fixed Assets - ASP - B	1.00	\$4,600.00	\$4,600.00	\$0.00	\$4,600.00
FA-FA-CS-B	Fixed Assets - Consulting - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
FA-FA-TR-B	Fixed Assets - Training - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
FA-PO-AS-B	Purchase Orders - ASP - B	1.00	\$4,600.00	\$4,600.00	\$0.00	\$4,600.00
FA-PO-CS-B	Purchase Orders - Consulting - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
FA-PO-TR-B	Purchase Orders - Training - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
FA-TM-AS-B	Treasury Management - ASP - B	1.00	\$2,800.00	\$2,800.00	\$0.00	\$2,800.00
FA-TM-CS-B	Treasury Management - Consulting - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
FA-TM-TR-B	Treasury Management - Training - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
HR-AT-AS-B	Applicant Tracking - ASP - B	1.00	\$2,800.00	\$2,800.00	\$0.00	\$2,800.00
HR-AT-CS-B	Applicant Tracking - Consulting - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
HR-AT-TR-B	Applicant Tracking - Training - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
OF-CRW-AS-B	MUNIS Crystal Reports - ASP - B	1.00	\$3,700.00	\$3,700.00	\$0.00	\$3,700.00
OF-CRW-TR-B	MUNIS Crystal Reports - Training - B	2.00	\$0.00	\$0.00	\$0.00	\$0.00
OF-GASB-ASP-B	GASB 34 Report Writer - ASP - B	1.00	\$5,800.00	\$5,800.00	\$0.00	\$5,800.00
OF-GASB-TR-B	GASB 34 Report Writer - Training - B	3.00	\$0.00	\$0.00	\$0.00	\$0.00
OF-MO-AS-B	MUNIS Office - ASP - B	1.00	\$2,400.00	\$2,400.00	\$0.00	\$2,400.00
OF-MO-TR-B	MUNIS Office - Training - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
OF-TCM-AS-B	Tyler CM MUNIS - ASP - B	1.00	\$6,000.00	\$6,000.00	\$0.00	\$6,000.00
OF-TCM-CV-CF	Tyler CM MUNIS Conv/Config	1.00	\$0.00	\$0.00	\$0.00	\$0.00
OF-TCM-INST	Tyler CM MUNIS Installation	1.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00

RB-AR-AS-B	Accounts Receivable - ASP - B	1.00	\$3,900.00	\$3,900.00	\$0.00	\$3,900.00
RB-AR-CS-B	Accounts Receivable - Consulting - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
RB-AR-TR-B	Accounts Receivable - Training - B	2.00	\$0.00	\$0.00	\$0.00	\$0.00
RB-GB-AS-B	General Billing - ASP - B	1.00	\$2,300.00	\$2,300.00	\$0.00	\$2,300.00
RB-GB-CS-B	General Billing - Consulting - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
RB-GB-TR-B	General Billing - Training - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
SVC-CONSULT-CS-01	Consulting	1.00	\$1,150.00	\$1,150.00	\$0.00	\$1,150.00
SVC-TRAIN-TR-01	Training	1.00	\$1,000.00	\$1,000.00	\$0.00	\$1,000.00
TF-FL-AS-B	Tyler Forms Financial Library - ASP - B	1.00	\$500.00	\$500.00	\$0.00	\$500.00
TF-FL-SVC-B	Tyler Forms Financial Library - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
TF-GBL-AS-B	Tyler Forms General Billing Library - ASP - B	1.00	\$500.00	\$500.00	\$0.00	\$500.00
TF-GBL-SVC-B	Tyler Forms General Billing Library - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
TF-GD-CF	Tyler Forms GoDocs Configuration	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
TF-HR-AS-B	Tyler Forms Human Resources Library - ASP - B	1.00	\$500.00	\$500.00	\$0.00	\$500.00
TF-HR-SVC-B	Tyler Forms Human Resources Library - B	1.00	\$0.00	\$0.00	\$0.00	\$0.00
TF-TFPO-ONE-B	Tyler PO Distribution - Level 1	1.00	\$500.00	\$500.00	\$0.00	\$500.00
WEB-MOL-VPN-001	Self Service VPN and Installation (Tyler Hosted)	1.00	\$2,250.00	\$2,250.00	\$0.00	\$2,250.00

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Total: \$52,800.00

Customer Approval: \_\_\_\_\_  
Date: \_\_\_\_\_  
P.O. #: \_\_\_\_\_

Prepared By: \_\_\_\_\_  
Date: \_\_\_\_\_

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All primary values quoted in US Dollar

## TERMS AND CONDITIONS

### I. LICENSES

Ownership of the software products, any modifications and enhancements to such software products and any related interfaces listed in the Investment Summary shall remain with Tyler, and Tyler grants limited License to the Client to use these products according to the Licensing Agreement herein.

### II. PRICE

The three-year financial obligation of the Client to Tyler for the software products and services listed in the Investment Summary herein shall be as outlined in Addendum A of the Agreement. The price shall be payable by the Client to Tyler as provided in Section III hereof. All applicable sales tax, use tax or excise tax shall be paid by the Client and shall be paid over to the proper authorities by the Client or reimbursed by the Client to Tyler on demand in the event that Tyler is responsible or demand is made on Tyler for the payment thereof. If tax exempt, Client must provide Tyler with its tax exempt number or form.

Services utilized in excess of those specified in the Investment Summary herein and additional related services not specified in the Investment Summary will be billed at the then current rate for the service as they are incurred. Any modifications or adjustments to the financial obligation of the Client shall be effective only if contained in a written Change Order or similar written instrument signed by both parties.

### III. PAYMENT

Commencing on the first day of the Term of this Agreement and in each quarter through the end of the Term of this Agreement, Client will remit to Tyler ASP fees in the amount shown in Addendum A of this Agreement with payment due ten (10) days prior to the beginning of each upcoming quarter. Tyler will invoice Client in accordance with the terms of the Agreement. Until notified otherwise, Tyler shall mail invoices to the attention of the person identified in Addendum A of this Agreement for approval in accordance with the terms of this Agreement. Unless otherwise stated in this Agreement, payment is due upon invoice.

CLIENT ACKNOWLEDGES THAT CONTINUED ACCESS TO THE HOSTED APPLICATIONS LISTED IN THE INVESTMENT SUMMARY IS CONTINGENT ON CLIENT'S PAYMENT OF ASP FEES. IF CLIENT FAILS TO REMIT ANY REQUIRED ASP FEES, AND THE AMOUNT IN ARREARS IS THIRTY (30) DAYS OR OLDER, TYLER SHALL HAVE THE RIGHT TO TERMINATE THIS AGREEMENT AND DENY ACCESS TO THE HOSTED APPLICATIONS FOLLOWING THIRTY (30) DAYS WRITTEN NOTICE OF ITS INTENT TO TERMINATE.

### IV. LIMITATION OF LIABILITY

In no event shall Tyler be liable for special, indirect, incidental, consequential or exemplary damages, including without limitation any damages resulting from loss of use, loss of data, interruption of business activities or failure to realize savings arising out of or in connection with the use of the software or hardware products. In no event, shall Tyler be liable for damages in excess of amounts paid by Client for the ASP fees identified in the Investment Summary. This limitation applies to all causes of action in the aggregate, including without limitation breach of warranty, negligence, strict liability and misrepresentation and other torts. The license fees herein reflect and are set in reliance upon this allocation of risk and the exclusion of such damages as set forth in this Agreement.

### V. CONFIDENTIALITY

Both parties recognize that their respective employees and agents, in the course of performance of this Agreement, may be exposed to confidential information and that disclosure of such information could violate rights to private individuals and entities. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take reasonable action to prevent such disclosure by its employees or agents. It is further acknowledged that complaint issues relating to the products listed in the Investment Summary of this Agreement may directly involve personnel of both parties, therefore any initial meeting to discuss complaints resulting from the performance of the products covered in this Agreement will occur in a closed session.

The confidentiality covenants contained herein shall survive the termination or cancellation of this Agreement.

### VI. RESOLUTION OF DISPUTES

In the event of disputes pertaining to performance levels, upon Tyler's failure to meet mutually agreed upon performance levels for three consecutive months, each party shall appoint an authorized representative to cooperate in developing a mutually agreeable problem resolution plan which shall include a description of internal diagnostic

procedures. Tyler shall perform according to the problem resolution plan and shall be responsible for updating any hardware on Tyler's site or taking additional action within Tyler's control to reach the agreed upon performance level. In the event of a dispute between the parties under this Agreement pertaining to pecuniary damages or losses, the matter shall be settled in accordance with the then prevailing rules of the American Arbitration Association.

#### VII. TERMINATION, CANCELLATION OR MODIFICATION

This Agreement may not be terminated, canceled or modified except by the written mutual consent of both parties or as otherwise provided in this Agreement. Upon termination, cancellation or non-renewal of this Agreement, any licenses for the versions of the applications that Client licensed prior to this Agreement shall remain with Client under the terms of prior license Agreements. Upon termination, cancellation, or non-renewal of this Agreement, the licenses provided under this Agreement shall be automatically terminated, and Client's access to the licensed applications shall be denied. In the event of termination or cancellation, Client will be responsible for payments made by Tyler, or payments due from Tyler, to any third parties for the purchase of Systems software, other third party software or hardware delivered to Client's site as of the date of termination or cancellation. In the event of termination or cancellation prior to the expiration of the term of this Agreement, Client shall make a payment to Tyler equal to Tyler's daily rate for implementation, consulting and conversion services delivered by Tyler prior to termination or cancellation.

#### VIII. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable shall not be affected thereby and each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

#### IX. NOTICES

All notices required or permitted to be given hereunder shall be in writing and shall be delivered in hand or sent by first class mail, postage prepaid, to the parties at the following addresses or other such address or addresses as to which a party shall have notified the other party in accordance with this Section:

If to Tyler Technologies Inc.:

Richard E. Peterson, Jr.  
Tyler Technologies Inc  
370 U.S. Route One  
Falmouth, ME 04105

If to Client:

Mr. Michael Faulk  
Central Community School District  
13421 Hooper Rd  
Suite 6  
Baton Rouge, LA 70818

#### X. NO INTENDED THIRD PARTY BENEFICIARIES

This Agreement is entered into solely for the benefit of Tyler and Client. No third party shall be deemed a beneficiary of this Agreement, and no third party shall have the right to make any claim or assert any right under this Agreement.

#### XI. ENTIRE AGREEMENT

This Agreement represents the entire agreement of Client and Tyler with respect to the hardware and software products and related services and supersedes any prior agreements, understandings and representations, whether written, oral, expressed, implied, or statutory. Client hereby acknowledges that in entering into this Agreement it did not rely on any representations or warranties other than those explicitly set forth in this Agreement.

#### XII. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the Client's State of domicile.



## ADDENDUM A

The following are clarifications and/or modifications to the Agreement. In the event of a conflict between Addendum A and the Agreement, Addendum A shall prevail.

1. The term of this Application Service Provider ("ASP") Agreement shall be June 1, 2007 to May 31, 2010 ("Term").
2. The financial obligation of the Central City School District ("Client") to Tyler for the software products and services listed in the Investment Summary herein (\$108,972) shall be payable as follows:
  - a) On or before June 1, 2007, Client will remit to Tyler ASP fees in the amount of \$2783.75 for the period June 1, 2007 through June 30, 2007.
  - b) On or before July 1, 2007 and on or before the first day in each subsequent quarter through March 31, 2010, Client will remit to Tyler quarterly ASP fees in the amount of \$8351.25.
  - c) On or before April 1, 2010, Client will remit to Tyler ASP fees in the amount of \$5567.50 for the period April 1, 2010 through May 31, 2010.
  - d) Services fees not included in ASP fees and expenses will be billed as provided/incurred.
3. The Investment Summary includes estimated travel expenses to be incurred in accordance with Tyler's then-current Business Travel Policy. Tyler's current Business Travel Policy is attached hereto as Exhibit 2.
4. Prices include a live database and a training database.
5. The ASP fees are based on sixteen (16) concurrent users. Should the number of concurrent users be exceeded, Tyler reserves the right to re-negotiate the Application Service Provider Fees based upon any resulting changes in the pricing categories.
6. Tyler will provide ASP Services in accordance with the Service Level Agreement attached hereto as Exhibit 1.

**EXHIBIT 1****Service Level Agreement****I. Service Levels**

Service levels shall be as in this section. In the event of a conflict between the summary chart and the explanation that follows the summary chart, the explanation shall govern.

**A. Definitions**

When used in this section the following shall mean:

Application shall mean Application Services.

Business Day shall mean Monday through Friday excluding MUNIS holidays.

Business Hours shall mean 8:00 a.m. – 6:00 p.m. (EST) on Business Days.

EST shall mean Eastern Standard Time and, where applicable, Eastern Daylight Savings Time.

OSDBA shall mean Operating System and Data Base Administration of MUNIS

ISP shall mean Internet Service Provider.

**B. Service to the Client**

The following service levels apply to ASP Operations Support. Application support calls are handled by the Application Support Teams. All service levels are based on attainment rates shown below and calculated on a quarterly basis on the following summary chart and explanations following.

SUMMARY CHART

Service Type	Time	Attainment
Application Availability - Green	6:00 a.m. to 9:00 p.m. EST Mon-Fri 6:00 a.m. to 3:00 p.m. EST Sat	99%
Application Availability – Yellow	9:00 p.m. to 12:00 a.m. EST Mon – Fri 3:00 p.m. to 12:00 a.m. EST Sat 8:00 a.m. to 12:00 p.m. EST Sun 6:00 p.m. to 12:00 a.m. EST Sun	No SLA
Application Availability – Red	12:00 a.m. to 6:00 a.m. EST Mon – Sun 12:00 p.m. to 6:00 p.m. EST Sun	No SLA
Adding/Changing User Access or Printer	Request by noon: same day before 9:00 p.m. Request by noon: by noon next business day Request after noon; by noon next business day Request by noon: next business day before 9:00 p.m.	90% 100% 90% 100%
Data or File Restoration	Next Business Day Second Business Day	95% 100%
Synchronization of “live” and “test” databases	Next Business Day	95%
New Release/Update Testing Period	10 Business Days	95%
VPN Appliance Repair	Next Business Day	95%
Support Call Response	By Severity Level Level 0 2 Business Hours Level 1 4 Business Hours Level 2 8 Business Hours Level 3 12 Business Hours	80%
Support Call Response for Escalated Issues	By Severity Level Level 0 1 Business Hours Level 0 2 Business Hours	90% 100%

	Level 1    4 Business Hours	100%
	Level 2    8 Business Hours	100%
	Level 3    12 Business Hours	100%
File Back-up	Nightly	95%

## **Explanations**

### **1. Application Availability:**

**Green Time:** Guaranteed system availability. SLA applies to green time only.

**Yellow Time:** User access permitted. MUNIS reserves the right to use this time for scheduled maintenance, repairs that require a longer window of downtime, scheduled testing. 24-hour advance user notification will be given when possible.

**Red time:** System is not available. Reserved for backups and routine maintenance.

**Measurement:** A log is kept to report any system issues including down time. Total minutes down will be compared to total green minutes in a quarter to determine % of goal in the above summary chart. All percentage calculations shall be rounded to the lowest whole number.

**Exclusions:** Red Time. Yellow time.

**Target is 99% attainment.**

If actual attainment is 98-97%, MUNIS shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 96-94%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 94%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve MUNIS of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart.

However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If MUNIS does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if MUNIS does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

### **2. Adding/Changing User Access or Printer:**

A request to add or change a user or printer must be made through the MUNIS support department. All requests / issues should be logged by calling the OSDBA team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00

AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If MUNIS subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the OSDBA team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 90% within guidelines specified above:

If actual attainment is 89-88%, MUNIS shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 87-85%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 85%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve MUNIS of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If MUNIS does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if in the quarter immediately following the correction MUNIS does not attain that service level, the credits that would normally be due will be doubled.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, MUNIS shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve MUNIS of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If MUNIS does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if MUNIS does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

### 3. Data or File Restoration:

Data that may be restored include the complete database, files in the user's home directory and spool files.

A request to restore spool file must be made through the MUNIS support department and must include the user name, exact file name and date when file may be found. A request to restore a database must be made through the MUNIS Support Department and must be made only by the Client's authorized personnel. A list of such will be provided by the Client signed by the Comptroller or Director of Information Technology Department. All requests / issues should be logged by calling the OSDBA team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If MUNIS subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls. A list of personnel with authority to make specific requests, other than relating to the database, will also be provided by the Client's authorized representative.

Measurements: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Service levels exclude files that are older than 20 business days. Requests that are not made through the OSDBA team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Where target is 95% attainment:

If actual attainment is 94-93%, MUNIS shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve MUNIS of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If MUNIS does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if MUNIS does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

Where target is 100% within guidelines specified above:

If actual attainment is 99-98%, MUNIS shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve MUNIS of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If MUNIS does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if MUNIS does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

#### 4. Data Synchronization in the Test Database:

MUNIS shall maintain two databases containing the Client data: Production Database and Test Database. MUNIS shall synchronize the Test Database upon request of the Client.



There shall be no limit to such requests. However, it is understood that all users must be off of the system during such synchronization.

A request to synchronize the test database must be made through the MUNIS support department. All requests / issues should be logged by calling the OSDBA team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If MUNIS subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the OSDBA team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 95% attainment.

If actual attainment is 94-93%, MUNIS shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 3% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve MUNIS of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If MUNIS does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if MUNIS does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

##### 5. New Release/Update Testing Period:

New releases of MUNIS will be loaded into the training database prior to Production. These releases will remain in the training environment for a minimum of ten business

days. A migration plan should be developed and published for each release for each site. Changes to the plan should be discussed with both parties.

Client agrees to devote time and resources to testing new release to remain no more than two releases behind.

Measurement: A date stamp is created when the program directory for training is updated. This will be compared to the requested date for migration to production.

Exclusions: Individual programs that have been requested to fix a "bug" or add functionality for a site may be moved from training to production at the Client's request.

Target is 95% attainment.

If actual attainment is 94-93%, MUNIS shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 1% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve MUNIS of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If MUNIS does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if MUNIS does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

#### 6. VPN Appliance Repair:

Client's data is encrypted using a Nortel Contivity 1010. This is a piece of hardware that is installed on Client's network to create a virtual private network. If the appliance should fail, we have guaranteed 4-hour response from the vendor. Should a new device be required during the reconfiguration of the Client's network by the Client, if we are notified by 6PM EST, a preconfigured device can be sent via overnight mail.

A hardware failure notice must be made through the MUNIS support department. All requests / issues should be logged by calling the OSDBA team in support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If MUNIS subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Exclusions: Requests that are not made through the OSDBA team will not be counted toward the SLA. Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Target is 95% attainment.

If actual attainment is 94-93%, MUNIS shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve MUNIS of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If MUNIS does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if MUNIS does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

## 7. Support Call Response:

### Definition of Severities:

- 0 Critical Issue – MUNIS is down
- 1 Severe issue, but there is a work around

- 2 Important issue – not severe
- 3 Lowest priority

All requests / issues should be logged by calling support at 800.772.2260 and following the recorded instructions. Support hours are 8:00 AM to 6:00 PM EST. Messages may be left after hours. After initial call is made to support for logging purposes, email may be used to provide needed information. If MUNIS subsequently creates an internal logging system that utilizes email to log calls, the Client will be notified of such and may use such to log calls.

Currently you would press 3 for support, then you would press one of the following numbers based on Client's need:

**Application Teams:**

- 1 Financials  
This includes general ledger, budget, project accounting, fixed assets, accounts payable, purchase orders, requisitions, bids and quotes.
- 2 Payroll, personnel, applicant tracking
- 3 Tax  
This team also handles any accounts receivable or general billing questions.
- 4 Utility Billing  
This team also handles any accounts receivable or general billing questions.

**Operating System / Database:**

- 5 OSDBA  
This would cover any non-application requests such as setting up new users or printers, scheduling a refresh of Client's test database or restoration of Client's file.

You may press 0 at any time and be transferred to the operator. The Operator phone is answered by a receptionist between the hours of 8:00 AM and 6:00 PM EST

**Escalation Procedure:**

If you need to escalate a reported problem, please page/call the following people in the order shown:

Name	Title	Business Phone	Cell Phone
	Receptionist	800-772-2260	
On-Call Support:			
Tom Lowrie	OS/DB Administrator	ext 4126	207.831.5218
John MacVane	Network Engineer	ext 4181	207.671.8347
Danelle Daley	Mgr, ASP Operations	ext 4456	207.229.2688
Catherine Joy	Mgr, Support	ext 4124	
Dick Peterson	VP, Corporate	ext 4102	
Jim Hurley	VP, Sales	ext 4108	

Exclusions: Calls that are left on a personal voicemail box or e-mailed will not be counted toward the SLA.

Holiday Schedule:

MUNIS will observe the following Holiday schedule. If assistance is required on a published holiday, 30 days advance notice must be given.

New Year's Day  
 Memorial Day  
 Independence Day  
 Labor Day  
 Thanksgiving Day  
 Day after Thanksgiving  
 Christmas

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Target is 80% within guidelines specified above.

If actual attainment is 79-78%, MUNIS shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 77-75%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 75%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve MUNIS of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If MUNIS does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if MUNIS does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

8. Support Call Response for Escalated Issues:

After call is placed according to the procedures described in service level 7. Support Call Response, the Client may make an additional call to MUNIS' receptionist to have the receptionist page the ASP department.

Measurement: Support logs include time request was made and time request closed. Each call for which response does not meet the agreed upon levels in the above summary chart will be compared against total calls to determine attainment.

Where target is 90%:

If actual attainment is 89-88%, MUNIS shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 87-85%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 85%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve MUNIS of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If MUNIS does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if MUNIS does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

Where target is 100%:

If actual attainment is 99-98%, MUNIS shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 97-95%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 95%, a credit of 5% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve MUNIS of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter,

and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If MUNIS does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if MUNIS does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

#### 9. Data or File Back-Up:

Nightly backups of the following files will be completed: live database, training database, home directories, and spool directories.

Back-up media will be cycled off-site nightly to a fireproof vault.

Target is 95% attainment.

If actual attainment is 94-93%, MUNIS shall include in its quarterly report descriptions of the failure to reach the target and the remedial action that has been or will be taken.

If actual attainment is 92-90%, a credit of 2% of the quarterly payment due shall be posted to the next quarterly payment.

If actual attainment is less than 90%, a credit of 4% of the quarterly payment due shall be posted to the next quarterly payment.

Notwithstanding the above, the total of all credits that would be due under this SLA shall not exceed 5% of the quarterly fee for any one quarter. Issuing of such credit does not relieve MUNIS of its obligations under the ASP Agreement to correct the problem which created the service to fall below the agreed upon levels in the above summary chart. However, the Client acknowledges that correction may occur in the following quarter, and, because of the time reasonably needed to perform any such correction, the quarter in which the correction occurs may also fall below the agreed upon service levels. If MUNIS does not perform the correction within the quarter immediately following the quarter that contained the unattained service levels, or if MUNIS does not attain that service level in the quarter immediately following the correction, the credits that would normally be due will be doubled.

#### **C. Telecommunications**

MUNIS is constantly measuring the speed of its network to ensure the highest level of data delivery and efficiency. At the time of execution of this Agreement, the levels in this section can not be provided by MUNIS because the commitments of the Client's ISP are not known. If the Client were able to receive commitments regarding such levels from an ISP provider, MUNIS and the Client will mutually agree upon the service levels in this section which shall be inserted herein and initialed by the parties.

Service	Level	Goal
Latency	Xms or less (Site specific)	90%
Packet Delivery	X% or greater (Site specific)	90%

1. Latency:

Speed is measured from the ASP network through the encryption equipment to the CLIENT VPN device.

Measurement: Data will be collected every 10 minutes during green time. Quarterly statistics will be derived from all readings taken during the quarter.

Goal: Total roundtrip latency readings of Xms or less will be divided by total readings for the quarter.

Exclusions: Delays due to customer network(s) or ISP.

2. Packet Delivery:

Packet delivery statistics will be gathered in the same manner as the latency statistics.

Goal: Packet delivery of X% or greater between the ASP server and the customer VPN.

Exclusions: Delays due to customer network(s) or ISP.

## II. Force Majeure

Failure to meet service levels caused by any bona fide strikes, government priority or requisition, riots, fires, sabotage, acts of God or any other delays reasonably deemed to be beyond MUNIS' control will be recognized by Client. MUNIS may be relieved of responsibility of meeting service levels as stipulated in this SLA upon MUNIS' filing with Client just and true statements requesting that such failure to meet the service levels, signed by MUNIS and giving in detail all the essential circumstances which, justify such action under the provisions of this section by Client and are reasonably acceptable to the Client.



## EXHIBIT 2

### Tyler Technologies' Business Travel Policy

#### 1. Introduction

This statement of company policy on travel and related business expenses is intended to establish equitable standards and achieve consistent and fair treatment of all employees who incur such expenses.

Travel should be consistent with the needs of the business and used to accomplish business objectives in a cost efficient and safe manner. The Company recognizes that all reasonable and necessary expenditures by an employee on behalf of the Company are reimbursable to the employee.

Employees are expected to:

- a. exercise good judgement with respect to expenses, spending the Company's money as judiciously as they would their own and
- b. report all expenses promptly and accurately with the required documentation.

#### 2. Company Travel Agent

All travel arrangements (Air, Lodging and Car Rental) must be made through Dube Carlson Wagonlit Travel, the Company Travel Agent. Dube Carlson will provide employees with the convenience of one phone call reservations and help the Company monitor and manage travel expenses. The local number is 883-8938 and the toll free number is (800) 622-8938.

#### 3. American Express Corporate Card

Tyler Technologies has selected American Express as its official corporate card for all business travel and entertainment expenses. Employees who travel on a regular basis will be issued a card in their name without having to fill out an application. An employee who does not travel enough to qualify for a corporate card may use a personal credit card if they are required to travel on company business.

Frequent travelers may chose to participate in the Membership Rewards Program which grants cardholders one point for every dollar charged on the card. The annual fee for this program is the responsibility of the individual employee.

#### 4. Expense Reports

Expense reports must be accompanied by original receipts and, if applicable, signed Customer Services Reports. For hotels and car rentals, employees must submit all establishment statements in addition to the credit card receipt. For airline tickets, attach the passenger receipt or the original "Amex Square" that accompanies the statement. If the ticket is charged to the corporate account, the airline ticket receipt should be attached to the expense report but not reported for reimbursement.

The Company encourages employees to plan their business trips as far in advance as possible in order to obtain lower fares. If the American Express bill arrives before the ticket is used, submit the original "Amex Square" with the next expense report. Do not submit the passenger receipt, as it may be needed during the actual trip. When the ticket is actually used, indicate on that week's expense report that the fare was previously reimbursed.

Employees must submit an expense report to their manager or designee for approval no later than the week following the travel. Approved expense reports received in accounting by noon Tuesday will be processed for payment on Friday.

#### 5. Air Travel

##### A. Reservations and Tickets

All air travel must be booked through Dube Carlson Wagonlit Travel and charged to the employee's Corporate American Express Card. Airline tickets for employees who have not received their card yet or do not qualify for one will be charged to the Company account. Dube Carlson will identify all reasonable travel alternatives and discounts available including choice of airport, airline, dates and times. The employee will select the most cost-effective flight available. Employees are encouraged to make reservations far enough in advance to take full advantage of discount opportunities.

Unused tickets must be returned to the Company Travel Agent immediately to ensure proper credit.

##### B. Restrictions

No more than 5 members of management or 10 employees may travel together on the same aircraft. Exceptions to these restrictions require the written approval of senior management.

Employees may not pilot a private plane while on company business.

## 6. Ground Transportation

### A. Private Automobile

Business use of an employee's private automobile will be reimbursed at a rate of \$ .485 per mile plus out of pocket costs for tolls and parking. Mileage will be calculated by using the employee's office as the starting and ending point, in compliance with IRS regulations. Employees who have been designated a home office should calculate miles from their home.

Mileage, parking and tolls incurred in traveling to an employee's office are considered commuting expenses and are not reimbursable travel expenses.

Employees must carry insurance, at their own expense, with limits appropriate to the states in which they drive. The Company requires a minimum of \$100,000 combined single limit for bodily and property damage; however \$300,000 is recommended. The Company does not assume liability for damages incurred in the event of an accident.

### B. Rental Car

Employees are authorized to rent cars only in conjunction with air travel when cost, convenience and the specific situation require their use.

The Company has selected Avis as its primary rental car firm. Reservations must be made through the Company Travel Agent to ensure that we take full advantage of the contract. When renting a car for Company business, employees should decline the "collision damage waiver" and "personal accident insurance" on the rental agreement as the Company carries leased vehicle coverage for any employee leasing a vehicle for business purposes. Travelers should also decline the "fuel purchase option" and return the car with a full tank of gas.

If the rental is split between personal and business use, the employee is responsible for any accident occurring during the personal portion of the rental.

### C. Public Transportation

Taxi or airport limousine services should be considered when traveling in and around cities or to and from airports. The Company will reimburse the actual fare plus a reasonable tip (15-18%). In the case of a free hotel shuttle to the airport, a \$1 tip per bag is reimbursable.

## 7. Lodging

All hotel reservations must be made by the Company Travel Agent except when a block of rooms has been reserved as a part of a meeting or convention being attended. Dube Carlson will select hotel chains that are well established, reasonable in price and conveniently

located in relation to the traveler's work assignment. Typical hotel chains include Fairfield Inn, Hampton Inn and Holiday Inn Express. If none are available, Dube Carlson will identify comparable hotels in the area and negotiate a competitive rate. If the customer has a discount rate with a local hotel, notify Dube Carlson as soon as possible to ensure that all employees can take advantage of the rate. When the Company anticipates a substantial number of overnight stays at a location, Dube Carlson will negotiate a special rate for employees traveling to that site.

Employees should inform Dube Carlson of membership in travel clubs such as AAA. In some cases, the club rate may be lower than the company rate.

Employees who do not utilize the Company Travel Agent or choose hotels that are not comparable to the selected chains may have their reimbursement prorated.

When reporting hotel costs, include just the price of the room and applicable taxes. Other items on the hotel bill, such as telephone and fax expenses, should be segregated and accounted for in the appropriate places on the travel expense report. Reasonable calls to the employee's home are allowable. Refer to Section 8 of this policy for details on telephones. Tips for the maid are a personal matter and not reimbursable.

## 8. Meals

Employee meals while on travel status are reimbursable in the form of a flat per diem rate. The reimbursement rates for individual meals are as follows:

Breakfast	\$ 6.00
Lunch	10.00
<u>Dinner</u>	<u>28.00</u>
Total	\$44.00

Receipts are not necessary to claim a per diem meal.

An employee on travel status will not be reimbursed for a meal that was purchased by another Tyler employee or a customer.

### A. Overnight Travel

Employees on overnight travel status are eligible to claim all three meals on their expense report except as follows:

#### Departure Day

depart before 12:00 noon	lunch and dinner
depart after 12:00 noon	dinner

## Return Day

Return before 12:00 noon	breakfast
Return between 12:00 noon & 8:00 p.m.	breakfast and lunch
Return after 8:00* p.m.	breakfast, lunch and dinner

\*8:00 is defined as direct travel time and does not include time taken to stop for dinner

## B. Same Day Travel

Employees traveling at least 2 hours to a site and returning in the same day are eligible to claim lunch on an expense report. Employees on same day travel status are eligible to claim dinner in the event they return home after 8:00\* p.m.

\*8:00 is defined as direct travel time and does not include time taken to stop for dinner

## C. Entertainment

All entertainment expense must have a business purpose and there are strict legal requirements regarding this activity. A business discussion must occur either before, after or during the event in order to qualify for reimbursement.

In order to comply with the IRS substantiation requirement, all entertainment expenses must be supported by the following details:

1. the date of the event
2. the item (e.g., dinner lunch, drinks, etc.)
3. the name of the service establishment
4. the business topic (e.g., payroll, UB), "business discussion" and similar phrases are not sufficient descriptions
5. the name, title and company of each person in attendance to establish the business relationship
6. the total amount of the expense

An employee who submits an entertainment expense for a meal or participates in a meal submitted by another employee, as entertainment can not claim a per diem for that same meal.

## 9. Communication

### A. Telephone Credit Cards

The Company provides employees who travel on a regular basis with a Qwest Calling Card. Employees should use the card when making business calls from their hotel room, home or

pay phones to take advantage of the lower rates. Reasonable calls to an employee's home while traveling on Company business are allowable.

B. Company Toll Free Number: 800 772-2260

Employees who are traveling should use the 800 number rather than a calling card to call the office. The 800 number should be only used for long distance calls to the office, local calls are charged at the same rate as long distance calls.

C. Cellular Phones

The Company has determined that the following positions require the use of a cellular phone:

- Senior Management
- Sales
- Project Managers

Employees in such positions will be reimbursed up to \$100 for the one time purchase of a cellular phone. The employee will own the phone and be responsible for its maintenance. The company will not reimburse the employee for the cost of a replacement phone or any accessories.

The company will reimburse eligible employees up to \$100 per month for the cost of a monthly plan that offers a specified number of free minutes each month. The employee is responsible for finding the calling plan that best suits his/her business usage. The Company may also designate employees in other positions to be eligible for this plan if the circumstances justify the expense.

The Company has determined that the following positions do not require the use of a cellular phone but due to extensive travel the employee may choose to use one while traveling on company business:

- Implementation Specialists
- Installation Specialists

The company will reimburse eligible employees up to \$50 per month for the cost of a monthly plan that offers a specified number of free minutes each month. The employee is responsible for finding the calling plan that best suits his/her business usage. The Company may also designate employees in other positions to be eligible for this plan if the circumstances justify the expense.

#### D. High Speed Internet Access

Implementation Specialists are expected to conduct some training days via webex. Those who live more than 45 miles from the closest MUNIS office (Falmouth, Westborough, Phoenix or Raleigh) will be reimbursed up to \$45 per month for the cost of high speed internet access in their home. Report the cost on an expense report accompanied by the monthly bill. Implementation Specialists living within a 45 mile radius of a regional office are expected to use the office for webex training.

#### E. Internet Access – Hotels and Airports

Employees who travel may need to access their e-mail at night. Many hotels provide free high speed internet access and Tyler employees are encouraged to use such hotels whenever possible. If your hotel charges for internet access it is reimbursable up to \$10.00 per day. Charges for internet access at airports are not reimbursable.

### 10. Unallowable Expenses

Except as covered elsewhere in this policy, the following is a list of items considered to be of a personal nature and, therefore, not reimbursable by the Company:

- a. shoe shines, haircuts, and similar personal grooming services
- b. movies, shows and sporting events
- c. travel and personal property insurance
- d. excess cost of making a personal side trip
- e. fines for traffic violations
- f. laundry and valet charges on trips less than five days
- g. loss or theft of personal property, money or tickets
- h. travel expenses to and from your principal place of work
- i. purchase of clothing or items for personal use
- j. cost of personal credit cards

### 11. Responsibilities

Management is responsible for the administration of this policy as it relates to their employees. The Chief Financial Officer must approve all interpretations and exceptions to this policy. The Company reserves the right to amend this policy at any time, without advance notice.

Effective Date: January 1, 2007



## Product Packing List

Tyler Technologies, Inc.  
370 US Route 1  
Falmouth, Maine 04105  
(207) 781-2260  
Or Fax (207) 781-3585

Company Name: Central Community School District  
State: LA  
Onyx Customer Id: 39005  
Epicor #: 10339  
Contract #: \_\_\_\_\_

### Dear customer:

Please take a moment to verify the contents of this Package. If you have any questions or problems, please call the person indicated below.

Thank you, MUNIS

Date Sent: 6/19/2007  
Sent By: Denise Labbe  
Date Shipped: 6-19-7  
Shipped By: CLB  
Date Received: \_\_\_\_\_  
Received By: \_\_\_\_\_  
Support Id: \_\_\_\_\_

### Contents:

- ☐ MUNIS Client CD  
☐ Unix/Linux Installation CD  
☐ Windows Installation CD  
☐ Crystal Reports  
☐ MUNIS Manuals & Online Help  
☐ 2004/2005 Navigation CD (Training)  
☐ Informix Client SDK  
☐ Informix Engine  
☐ Installation/Instruction Binder  
☐ WinZip  
☒ Other

### Comments:

5 Implementation Strategic Review Documents\*

\*Please hold for Scott Parks' use at the 6/27/07 Kick-Off Meeting.

Media Hardware: ☐ CDROM ☐ Other \_\_\_\_\_

Media Software: ☐ Windows ☐ Unix \_\_\_\_\_

- ☐ FORMUNIS Installation CD with the following contents:  
☐ Standard  
☐ GoDocs  
☐ Postal Xpress  
☐ Design

### MUNIS Applications

#### Financials

- ☐ Acct/General Ledger  
☐ BMI Asset Tracking  
☐ Fixed Assets  
☐ NC Sales Tax Reimburse  
☐ Project Grant Acct  
☐ Requisitions  
☐ Bid Management  
☐ Contract Mgmt  
☐ Inventory  
☐ Performance Based Budgeting  
☐ Purchase Orders  
☐ Treasury Mgmt  
☐ Work Orders, Fleet & Facilities Management

#### Payroll & HR

- ☐ Applicant Tracking  
☐ Payroll  
☐ HR Mgmt  
☐ Pension Tracking  
☐ Timekeeping Int

#### Revenue & Billing

- ☐ Animal License  
☐ Boat Excise  
☐ BSI Interface  
☐ CLT Interface  
☐ Delinquent Process  
☐ General Tax  
☐ General Delinquent  
☐ Income Tax  
☐ MA Excise Tax  
☐ MD Tax Sale  
☐ Parking Tickets  
☐ Slip Reservations  
☐ State Delinquency  
☐ Tax Billing  
☐ Utility Billing  
☐ VA Motor Vehicle  
☐ Vehicle Registration  
☐ Accounts Receivable  
☐ Business License  
☐ CAMA Bridge  
☐ Central Property File  
☐ General Billing  
☐ Handheld Device  
☐ UB Interface  
☐ MA Tax Title  
☐ ME Motor Vehicle  
☐ Permits Code Enforcement  
☐ Tax Billing

State: \_\_\_\_\_

State: \_\_\_\_\_

#### Other

- ☐ Jury Selection (NC)  
☐ Munis Office  
☐ Voter  
☐ Work Flow Finance

#### Tyler Forms

- ☐ PCMCIA Card  
☐ MICR Gauge  
☐ Secure Front Module