May 6, 2019

Andrea Riefke

VIA EMAIL – me.drea@yahoo.com

Re: FOIA Request dated April 29, 2019 and received April 30, 2019

Subject: Requesting the following information regarding the Tyler software being installed at District 308.
1.   Copy of signed contract
2.   Cost of Software
3.   Installation costs
4.   Yearly/Monthly fees
5.   Training costs
6.   Will new electronics need to be purchased/ ex. Nurse station scanners/ipads
7.   Any other costs associated with software upgrade
8.   Additionally, the current contract District 308 has with the vendor E-finance and the monthly/yearly fee associated with the current software.

Dear Ms. Riefke:

This letter will serve as Oswego Community Unit School District 308's response to your April 30, 2019 request under the Freedom of Information Act (5 ILCS 140/1 et seq.), in which you asked for the above referenced information. The information responsive to your request is attached.

To promote district transparency and assist others who may have a similar question, this responsive document will be posted online on the district's website. To access it, go to www.sd308.org and select *Our District > Freedom of Information Act Request > FOIA Request Responses, then select FOIA ID #19-22.*

Please be advised that to comply with your FOIA request, the district incurred an expense that comprised of the cost of labor and resources used to search for records responsive to your request

Please let me know if you have additional questions. Thank you.

Mary Anne Buckley

Mary Anne Buckley
Freedom of Information Officer

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement is made between Tyler Technologies, Inc. and Client.

WHEREAS, Client selected Tyler to provide certain products and services set forth in the Investment Summary, including providing Client with access to Tyler's proprietary software products, and Tyler desires to provide such products and services under the terms of this Agreement;

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants and promises set forth in this Agreement, Tyler and Client agree as follows:

SECTION A – DEFINITIONS

- **"Agreement"** means this Software as a Services Agreement.
- **"Business Travel Policy"** means our business travel policy. A copy of our current Business Travel Policy is attached as Schedule 1 to Exhibit B.
- **"Client"** means Community Unit School District 308.
- **"Data"** means your data necessary to utilize the Tyler Software.
- **"Data Storage Capacity"** means the contracted amount of storage capacity for your Data identified in the Investment Summary.
- **"Defect"** means a failure of the Tyler Software to substantially conform to the functional descriptions set forth in our written proposal to you, or their functional equivalent. Future functionality may be updated, modified, or otherwise enhanced through our maintenance and support services, and the governing functional descriptions for such future functionality will be set forth in our then-current Documentation.
- **"Defined Users"** means the number of users that are authorized to use the SaaS Services. The Defined Users for the Agreement are as identified in the Investment Summary.
- **"Developer"** means a third party who owns the intellectual property rights to Third Party Software.
- **"Documentation"** means any online or written documentation related to the use or functionality of the Tyler Software that we provide or otherwise make available to you, including instructions, user guides, manuals and other training or self-help documentation.
- **"Effective Date"** means the date by which both your and our authorized representatives have signed the Agreement.
- **"Force Majeure"** means an event beyond the reasonable control of you or us, including, without limitation, governmental action, war, riot or civil commotion, fire, natural disaster, or any other cause that could not with reasonable diligence be foreseen or prevented by you or us.
- **"Investment Summary"** means the agreed upon cost proposal for the products and services attached as Exhibit A.
- **"Invoicing and Payment Policy"** means the invoicing and payment policy. A copy of our current Invoicing and Payment Policy is attached as Exhibit B.
- **"SaaS Fees"** means the fees for the SaaS Services identified in the Investment Summary.
- **"SaaS Services"** means software as a service consisting of system administration, system

management, and system monitoring activities that Tyler performs for the Tyler Software, and includes the right to access and use the Tyler Software, receive maintenance and support on the Tyler Software, including Downtime resolution under the terms of the SLA, and Data storage and archiving. SaaS Services do not include support of an operating system or hardware, support outside of our normal business hours, or training, consulting or other professional services.

- **"SLA"** means the service level agreement. A copy of our current SLA is attached hereto as Exhibit C.
- **"Statement of Work"** means the industry standard implementation plan describing how our professional services will be provided to implement the Tyler Software, and outlining your and our roles and responsibilities in connection with that implementation. The Statement of Work is attached as Exhibit E.
- **"Support Call Process"** means the support call process applicable to all of our customers who have licensed the Tyler Software. A copy of our current Support Call Process is attached as Schedule 1 to Exhibit C.
- **"Third Party Terms"** means, if any, the end user license agreement(s) or similar terms for the Third Party Software, as applicable and attached as Exhibit D.
- **"Third Party Hardware"** means the third party hardware, if any, identified in the Investment Summary.
- **"Third Party Products"** means the Third Party Software and Third Party Hardware.
- **"Third Party Software"** means the third party software, if any, identified in the Investment Summary.
- **"Third Party Services"** means the third party services, if any, identified in the Investment Summary.
- **"Tyler"** means Tyler Technologies, Inc., a Delaware corporation.
- **"Tyler Software"** means our proprietary software, including any integrations, custom modifications, and/or other related interfaces identified in the Investment Summary and licensed by us to you through this Agreement.
- **"we", "us", "our"** and similar terms mean Tyler.
- **"you"** and similar terms mean Client.

SECTION B – SAAS SERVICES

1. <u>Rights Granted</u>. We grant to you the non-exclusive, non-assignable limited right to use the SaaS Services solely for your internal business purposes for the number of Defined Users only. The Tyler Software will be made available to you according to the terms of the SLA. You acknowledge that we have no delivery obligations and we will not ship copies of the Tyler Software as part of the SaaS Services. You may use the SaaS Services to access updates and enhancements to the Tyler Software, as further described in Section C(8).

2. <u>SaaS Fees</u>. You agree to pay us the SaaS Fees. Those amounts are payable in accordance with our Invoicing and Payment Policy. The SaaS Fees are based on the number of Defined Users and amount of Data Storage Capacity. You may add additional users or additional data storage capacity on the terms set forth in Section H(1). In the event you regularly and/or meaningfully exceed the Defined Users or Data Storage Capacity, we reserve the right to charge you additional fees commensurate with the overage(s).

3. Ownership.

   3.1 We retain all ownership and intellectual property rights to the SaaS Services, the Tyler Software, and anything developed by us under this Agreement. You do not acquire under this Agreement any license to use the Tyler Software in excess of the scope and/or duration of the SaaS Services.

   3.2 The Documentation is licensed to you and may be used and copied by your employees for internal, non-commercial reference purposes only.

   3.3 You retain all ownership and intellectual property rights to the Data. You expressly recognize that except to the extent necessary to carry out our obligations contained in this Agreement, we do not create or endorse any Data used in connection with the SaaS Services.

4. Restrictions. You may not: (a) make the Tyler Software or Documentation resulting from the SaaS Services available in any manner to any third party for use in the third party's business operations; (b) modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the SaaS Services; (c) access or use the SaaS Services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to us; or (d) license, sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, permit timesharing or service bureau use, or otherwise commercially exploit or make the SaaS Services, Tyler Software, or Documentation available to any third party other than as expressly permitted by this Agreement.

5. Software Warranty. We warrant that the Tyler Software will perform without Defects during the term of this Agreement. If the Tyler Software does not perform as warranted, we will use all reasonable efforts, consistent with industry standards, to cure the Defect in accordance with the maintenance and support process set forth in Section C(8), below, the SLA and our then current Support Call Process.

6. SaaS Services.

   6.1 Our SaaS Services are audited at least yearly in accordance with the AICPA's Statement on Standards for Attestation Engagements ("SSAE") No. 18. We have attained, and will maintain, SOC 1 and SOC 2 compliance, or its equivalent, for so long as you are timely paying for SaaS Services. Upon execution of a mutually agreeable Non-Disclosure Agreement ("NDA"), we will provide you with a summary of our compliance report(s) or its equivalent. Every year thereafter, for so long as the NDA is in effect and in which you make a written request, we will provide that same information.

   6.2 You will be hosted on shared hardware in a Tyler data center, but in a database dedicated to you, which is inaccessible to our other customers.

   6.3 We have fully-redundant telecommunications access, electrical power, and the required hardware to provide access to the Tyler Software in the event of a disaster or component failure. In the event any of your Data has been lost or damaged due to an act or omission of Tyler or its subcontractors or due to a defect in Tyler's software, we will use best commercial efforts to restore all the Data on servers in accordance with the architectural design's capabilities and with the goal of minimizing any Data loss as greatly as possible. In no case shall the recovery point objective ("RPO") exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this subsection, RPO represents the maximum tolerable

period during which your Data may be lost, measured in relation to a disaster we declare, said declaration will not be unreasonably withheld.

6.4 In the event we declare a disaster, our Recovery Time Objective ("RTO") is twenty-four (24) hours. For purposes of this subsection, RTO represents the amount of time, after we declare a disaster, within which your access to the Tyler Software must be restored.

6.5 We conduct annual penetration testing of either the production network and/or web application to be performed. We will maintain industry standard intrusion detection and prevention systems to monitor malicious activity in the network and to log and block any such activity. We will provide you with a written or electronic record of the actions taken by us in the event that any unauthorized access to your database(s) is detected as a result of our security protocols. We will undertake an additional security audit, on terms and timing to be mutually agreed to by the parties, at your written request. You may not attempt to bypass or subvert security restrictions in the SaaS Services or environments related to the Tyler Software. Unauthorized attempts to access files, passwords or other confidential information, and unauthorized vulnerability and penetration test scanning of our network and systems (hosted or otherwise) is prohibited without the prior written approval of our IT Security Officer.

6.6 We test our disaster recovery plan on an annual basis. Our standard test is not client-specific. Should you request a client-specific disaster recovery test, we will work with you to schedule and execute such a test on a mutually agreeable schedule. At your written request, we will provide test results to you within a commercially reasonable timeframe after receipt of the request.

6.7 We will be responsible for importing back-up and verifying that you can log-in. You will be responsible for running reports and testing critical processes to verify the returned Data.

6.8 We provide secure Data transmission paths between each of your workstations and our servers.

6.9 For at least the past twelve (12) years, all of our employees have undergone criminal background checks prior to hire. All employees sign our confidentiality agreement and security policies. Our data centers are accessible only by authorized personnel with a unique key entry. All other visitors must be signed in and accompanied by authorized personnel. Entry attempts to the data center are regularly audited by internal staff and external auditors to ensure no unauthorized access.

6.10 Where applicable with respect to our applications that take or process card payment data, we are responsible for the security of cardholder data that we possess, including functions relating to storing, processing, and transmitting of the cardholder data and affirm that, as of the Effective Date, we comply with applicable requirements to be considered PCI DSS compliant and have performed the necessary steps to validate compliance with the PCI DSS. We agree to supply the current status of our PCI DSS compliance program in the form of an official Attestation of Compliance, which can be found at https://www.tylertech.com/about-us/compliance, and in the event of any change in our status, will comply with applicable notice requirements.

SECTION C – OTHER PROFESSIONAL SERVICES

1. <u>Other Professional Services</u>. We will provide you the various implementation-related services itemized in the Investment Summary and described in the Statement of Work.

2. <u>Professional Services Fees</u>. You agree to pay us the professional services fees in the amounts set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy. You acknowledge that the fees stated in the Investment Summary are good-faith estimates of the amount of time and materials required for your implementation. We will bill you the actual fees incurred based on the in-scope services provided to you. Any discrepancies in the total values set forth in the Investment Summary will be resolved by multiplying the applicable hourly rate by the quoted hours.

3. <u>Additional Services</u>. The Investment Summary contains, and the Statement of Work describes, the scope of services and related costs (including programming and/or interface estimates) required for the project based on our understanding of the specifications you supplied. If additional work is required, or if you use or request additional services, we will provide you with an addendum or change order, as applicable, outlining the costs for the additional work. The price quotes in the addendum or change order will be valid for thirty (30) days from the date of the quote.

4. <u>Cancellation</u>. If travel is required, we will make all reasonable efforts to schedule travel for our personnel, including arranging travel reservations, at least two (2) weeks in advance of commitments. Therefore, if you cancel services less than two (2) weeks in advance (other than for Force Majeure or breach by us), you will be liable for all (a) non-refundable expenses incurred by us on your behalf, and (b) daily fees associated with cancelled professional services if we are unable to reassign our personnel. We will make all reasonable efforts to reassign personnel in the event you cancel within two (2) weeks of scheduled commitments.

5. <u>Services Warranty</u>. We will perform the services in a professional, workmanlike manner, consistent with industry standards. In the event we provide services that do not conform to this warranty, we will re-perform such services at no additional cost to you.

6. <u>Site Access and Requirements</u>. At no cost to us, you agree to provide us with full and free access to your personnel, facilities, and equipment as may be reasonably necessary for us to provide implementation services, subject to any reasonable security protocols or other written policies provided to us as of the Effective Date, and thereafter as mutually agreed to by you and us.

7. <u>Client Assistance</u>. You acknowledge that the implementation of the Tyler Software is a cooperative process requiring the time and resources of your personnel. You agree to use all reasonable efforts to cooperate with and assist us as may be reasonably required to meet the agreed upon project deadlines and other milestones for implementation. This cooperation includes at least working with us to schedule the implementation-related services outlined in this Agreement. We will not be liable for failure to meet any deadlines and milestones when such failure is due to Force Majeure or to the failure by your personnel to provide such cooperation and assistance (either through action or omission).

8. <u>Maintenance and Support</u>. For so long as you timely pay your SaaS Fees according to the Invoicing and Payment Policy, then in addition to the terms set forth in the SLA and the Support Call Process, we will:

8.1 perform our maintenance and support obligations in a professional, good, and workmanlike manner, consistent with industry standards, to resolve Defects in the Tyler Software (limited to the then-current version and the immediately prior version);

8.2 provide telephone support during our established support hours;

8.3 maintain personnel that are sufficiently trained to be familiar with the Tyler Software and Third Party Software, if any, in order to provide maintenance and support services;

8.4 make available to you all major and minor releases to the Tyler Software (including updates and enhancements) that we make generally available without additional charge to customers who have a maintenance and support agreement in effect; and

8.5 provide non-Defect resolution support of prior releases of the Tyler Software in accordance with our then-current release life cycle policy.

We will use all reasonable efforts to perform support services remotely. Currently, we use a third-party secure unattended connectivity tool called Bomgar, as well as GotoAssist by Citrix. Therefore, you agree to maintain a high-speed internet connection capable of connecting us to your PCs and server(s). You agree to provide us with a login account and local administrative privileges as we may reasonably require to perform remote services. We will, at our option, use the secure connection to assist with proper diagnosis and resolution, subject to any reasonably applicable security protocols. If we cannot resolve a support issue remotely, we may be required to provide onsite services. In such event, we will be responsible for our travel expenses, unless it is determined that the reason onsite support was required was a reason outside our control. Either way, you agree to provide us with full and free access to the Tyler Software, working space, adequate facilities within a reasonable distance from the equipment, and use of machines, attachments, features, or other equipment reasonably necessary for us to provide the maintenance and support services, all at no charge to us. We strongly recommend that you also maintain your VPN for backup connectivity purposes.

For the avoidance of doubt, SaaS Fees do not include the following services: (a) onsite support (unless Tyler cannot remotely correct a Defect in the Tyler Software, as set forth above); (b) application design; (c) other consulting services; or (d) support outside our normal business hours as listed in our then-current Support Call Process. Requested services such as those outlined in this section will be billed to you on a time and materials basis at our then current rates. You must request those services with at least one (1) weeks' advance notice.

SECTION D – THIRD PARTY PRODUCTS

1. <u>Third Party Hardware</u>. We will sell, deliver, and install onsite the Third Party Hardware, if you have purchased any, for the price set forth in the Investment Summary. Those amounts are payable in accordance with our Invoicing and Payment Policy.

2. <u>Third Party Software</u>. As part of the SaaS Services, you will receive access to the Third Party Software and related documentation for internal business purposes only. Your rights to the Third Party Software will be governed by the Third Party Terms.

3. <u>Third Party Products Warranties</u>.

    3.1 We are authorized by each Developer to grant access to the Third Party Software.

3.2 The Third Party Hardware will be new and unused, and upon payment in full, you will receive free and clear title to the Third Party Hardware.

3.3 You acknowledge that we are not the manufacturer of the Third Party Products. We do not warrant or guarantee the performance of the Third Party Products. However, we grant and pass through to you any warranty that we may receive from the Developer or supplier of the Third Party Products.

4. <u>Third Party Services</u>. If you have purchased Third Party Services, those services will be provided independent of Tyler by such third-party at the rates set forth in the Investment Summary and in accordance with our Invoicing and Payment Policy.

SECTION E - INVOICING AND PAYMENT; INVOICE DISPUTES

1. <u>Invoicing and Payment</u>. We will invoice you the SaaS Fees and fees for other professional services in the Investment Summary per our Invoicing and Payment Policy, subject to Section E(2).

2. <u>Invoice Disputes</u>. If you believe any delivered software or service does not conform to the warranties in this Agreement, you will provide us with written notice within thirty (30) days of your receipt of the applicable invoice. The written notice must contain reasonable detail of the issues you contend are in dispute so that we can confirm the issue and respond to your notice with either a justification of the invoice, an adjustment to the invoice, or a proposal addressing the issues presented in your notice. We will work with you as may be necessary to develop an action plan that outlines reasonable steps to be taken by each of us to resolve any issues presented in your notice. You may withhold payment of the amount(s) actually in dispute, and only those amounts, until we complete the action items outlined in the plan. If we are unable to complete the action items outlined in the action plan because of your failure to complete the items agreed to be done by you, then you will remit full payment of the invoice. We reserve the right to suspend delivery of all SaaS Services, including maintenance and support services, if you fail to pay an invoice not disputed as described above within fifteen (15) days of notice of our intent to do so.

SECTION F – TERM AND TERMINATION

1. <u>Term</u>. The initial term of this Agreement is five (5) years from the first day of the first month following the Effective Date, unless earlier terminated as set forth below. Upon expiration of the initial term, this Agreement will renew automatically for additional one (1) year renewal terms at our then-current SaaS Fees unless terminated in writing by either party at least sixty (60) days prior to the end of the then-current renewal term. Your right to access or use the Tyler Software and the SaaS Services will terminate at the end of this Agreement.

2. <u>Termination</u>. This Agreement may be terminated as set forth below. In the event of termination, you will pay us for all undisputed fees and expenses related to the software, products, and/or services you have received, or we have incurred or delivered, prior to the effective date of termination. Disputed fees and expenses in all terminations other than your termination for cause must have been submitted as invoice disputes in accordance with Section E(2).

2.1 <u>Failure to Pay SaaS Fees</u>. You acknowledge that continued access to the SaaS Services is contingent upon your timely payment of SaaS Fees. If you fail to timely pay the SaaS Fees, we may discontinue the SaaS Services and deny your access to the Tyler Software. We may also terminate this Agreement if you don't cure such failure to pay within forty-five (45) days of

receiving written notice of our intent to terminate.

2.2 <u>For Cause</u>. If you believe we have materially breached this Agreement, you will invoke the Dispute Resolution clause set forth in Section H(3). You may terminate this Agreement for cause in the event we do not cure, or create a mutually agreeable action plan to address, a material breach of this Agreement within the thirty (30) day window set forth in Section H(3).

2.3 <u>Force Majeure</u>. Either party has the right to terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or more.

2.4 <u>Lack of Appropriations</u>. If you should not appropriate or otherwise make available funds sufficient to utilize the SaaS Services, you may unilaterally terminate this Agreement upon thirty (30) days written notice to us. You will not be entitled to a refund or offset of previously paid, but unused SaaS Fees. You agree not to use termination for lack of appropriations as a substitute for termination for convenience.

2.5 <u>Fees for Termination without Cause during Initial Term</u>. If you terminate this Agreement during the initial term for any reason other than cause, Force Majeure, or lack of appropriations, or if we terminate this Agreement during the initial term for your failure to pay SaaS Fees, you shall pay us the following early termination fees:

    a.   if you terminate during the first year of the initial term, 100% of the SaaS Fees through the date of termination plus 25% of the SaaS Fees then due for the remainder of the initial term;

    b.   if you terminate during the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 15% of the SaaS Fees then due for the remainder of the initial term; and

    c.   if you terminate after the second year of the initial term, 100% of the SaaS Fees through the date of termination plus 10% of the SaaS Fees then due for the remainder of the initial term.

SECTION G – INDEMNIFICATION, LIMITATION OF LIABILITY AND INSURANCE

1. <u>Intellectual Property Infringement Indemnification</u>.

1.1 We will defend you against any third party claim(s) that the Tyler Software or Documentation infringes that third party's patent, copyright, or trademark, or misappropriates its trade secrets, and will pay the amount of any resulting adverse final judgment (or settlement to which we consent). You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

1.2 Our obligations under this Section G(1) will not apply to the extent the claim or adverse final judgment is based on your use of the Tyler Software in contradiction of this Agreement, including with non-licensed third parties, or your willful infringement.

1.3 If we receive information concerning an infringement or misappropriation claim related to the Tyler Software, we may, at our expense and without obligation to do so, either: (a) procure for

you the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent, in which case you will stop running the allegedly infringing Tyler Software immediately. Alternatively, we may decide to litigate the claim to judgment, in which case you may continue to use the Tyler Software consistent with the terms of this Agreement.

1.4 If an infringement or misappropriation claim is fully litigated and your use of the Tyler Software is enjoined by a court of competent jurisdiction, in addition to paying any adverse final judgment (or settlement to which we consent), we will, at our option, either: (a) procure the right to continue its use; (b) modify it to make it non-infringing; or (c) replace it with a functional equivalent. This section provides your exclusive remedy for third party copyright, patent, or trademark infringement and trade secret misappropriation claims.

2. <u>General Indemnification</u>.

2.1 We will indemnify and hold harmless you and your agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for (a) personal injury or property damage to the extent caused by our negligence or willful misconduct; or (b) our violation of PCI-DSS requirements or a law applicable to our performance under this Agreement. You must notify us promptly in writing of the claim and give us sole control over its defense or settlement. You agree to provide us with reasonable assistance, cooperation, and information in defending the claim at our expense.

2.2 To the extent permitted by applicable law, you will indemnify and hold harmless us and our agents, officials, and employees from and against any and all third-party claims, losses, liabilities, damages, costs, and expenses (including reasonable attorney's fees and costs) for personal injury or property damage to the extent caused by your negligence or willful misconduct; or (b) your violation of a law applicable to your performance under this Agreement. We will notify you promptly in writing of the claim and will give you sole control over its defense or settlement. We agree to provide you with reasonable assistance, cooperation, and information in defending the claim at your expense.

3. <u>DISCLAIMER</u>. EXCEPT FOR THE EXPRESS WARRANTIES PROVIDED IN THIS AGREEMENT AND TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE HEREBY DISCLAIM ALL OTHER WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, DUTIES, OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

4. <u>LIMITATION OF LIABILITY</u>. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS AGREEMENT, OUR LIABILITY FOR DAMAGES ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON A THEORY OF CONTRACT OR TORT, INCLUDING NEGLIGENCE AND STRICT LIABILITY, SHALL BE LIMITED TO YOUR ACTUAL DIRECT DAMAGES, NOT TO EXCEED (A) DURING THE INITIAL TERM, AS SET FORTH IN SECTION F(2), TOTAL FEES PAID AS OF THE TIME OF THE CLAIM; OR (B) DURING ANY RENEWAL TERM, THE THEN-CURRENT ANNUAL SAAS FEES PAYABLE IN THAT RENEWAL TERM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE PRICES SET FORTH IN THIS AGREEMENT ARE SET IN RELIANCE UPON THIS LIMITATION OF LIABILITY AND TO THE MAXIMUM EXTENT ALLOWED UNDER APPLICABLE LAW, THE EXCLUSION OF CERTAIN DAMAGES, AND EACH SHALL APPLY REGARDLESS OF THE FAILURE OF AN ESSENTIAL PURPOSE OF ANY REMEDY. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO CLAIMS THAT ARE SUBJECT TO SECTIONS G(1) AND G(2).

5. <u>**EXCLUSION OF CERTAIN DAMAGES.**</u> **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, INDIRECT, OR CONSEQUENTIAL DAMAGES WHATSOEVER, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

6. <u>Insurance</u>. During the course of performing services under this Agreement, we agree to maintain the following levels of insurance: (a) Commercial General Liability of at least $1,000,000; (b) Automobile Liability of at least $1,000,000; (c) Professional Liability of at least $1,000,000; (d) Workers Compensation complying with applicable statutory requirements; and (e) Excess/Umbrella Liability of at least $5,000,000. We will add you as an additional insured to our Commercial General Liability and Automobile Liability policies, which will automatically add you as an additional insured to our Excess/Umbrella Liability policy as well. We will provide you with copies of certificates of insurance upon your written request.

SECTION H – GENERAL TERMS AND CONDITIONS

1. <u>Additional Products and Services</u>. You may purchase additional products and services at the rates set forth in the Investment Summary for twelve (12) months from the Effective Date by executing a mutually agreed addendum. If no rate is provided in the Investment Summary, or those twelve (12) months have expired, you may purchase additional products and services at our then-current list price, also by executing a mutually agreed addendum. The terms of this Agreement will control any such additional purchase(s), unless otherwise specifically provided in the addendum.

2. <u>Optional Items</u>. Pricing for any listed optional products and services in the Investment Summary will be valid for twelve (12) months from the Effective Date.

3. <u>Dispute Resolution</u>. You agree to provide us with written notice within thirty (30) days of becoming aware of a dispute. You agree to cooperate with us in trying to reasonably resolve all disputes, including, if requested by either party, appointing a senior representative to meet and engage in good faith negotiations with our appointed senior representative. Senior representatives will convene within thirty (30) days of the written dispute notice, unless otherwise agreed. All meetings and discussions between senior representatives will be deemed confidential settlement discussions not subject to disclosure under Federal Rule of Evidence 408 or any similar applicable state rule. If we fail to resolve the dispute, then the parties shall participate in non-binding mediation in an effort to resolve the dispute. If the dispute remains unresolved after mediation, then either of us may assert our respective rights and remedies in a court of competent jurisdiction. Nothing in this section shall prevent you or us from seeking necessary injunctive relief during the dispute resolution procedures.

4. <u>Taxes</u>. The fees in the Investment Summary do not include any taxes, including, without limitation, sales, use, or excise tax. If you are a tax-exempt entity, you agree to provide us with a tax-exempt certificate. Otherwise, we will pay all applicable taxes to the proper authorities and you will reimburse us for such taxes. If you have a valid direct-pay permit, you agree to provide us with a copy. For clarity, we are responsible for paying our income taxes, both federal and state, as applicable, arising from our performance of this Agreement.

5. <u>Nondiscrimination</u>. We will not discriminate against any person employed or applying for employment concerning the performance of our responsibilities under this Agreement. This discrimination prohibition will apply to all matters of initial employment, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment

concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. We will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

6. <u>E-Verify</u>. We have complied, and will comply, with the E-Verify procedures administered by the U.S. Citizenship and Immigration Services Verification Division for all of our employees assigned to your project.

7. <u>Subcontractors</u>. We will not subcontract any services under this Agreement without your prior written consent, not to be unreasonably withheld.

8. <u>Binding Effect; No Assignment</u>. This Agreement shall be binding on, and shall be for the benefit of, either your or our successor(s) or permitted assign(s). Neither party may assign this Agreement without the prior written consent of the other party; provided, however, your consent is not required for an assignment by us as a result of a corporate reorganization, merger, acquisition, or purchase of substantially all of our assets.

9. <u>Force Majeure</u>. Except for your payment obligations, neither party will be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure; provided, however, that within ten (10) business days of the Force Majeure event, the party whose performance is delayed provides the other party with written notice explaining the cause and extent thereof, as well as a request for a reasonable time extension equal to the estimated duration of the Force Majeure event.

10. <u>No Intended Third Party Beneficiaries</u>. This Agreement is entered into solely for the benefit of you and us. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement. This provision does not affect the rights of third parties under any Third Party Terms.

11. <u>Entire Agreement; Amendment</u>. This Agreement represents the entire agreement between you and us with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Purchase orders submitted by you, if any, are for your internal administrative purposes only, and the terms and conditions contained in those purchase orders will have no force or effect. This Agreement may only be modified by a written amendment signed by an authorized representative of each party.

12. <u>Severability</u>. If any term or provision of this Agreement is held invalid or unenforceable, the remainder of this Agreement will be considered valid and enforceable to the fullest extent permitted by law.

13. <u>No Waiver</u>. In the event that the terms and conditions of this Agreement are not strictly enforced by either party, such non-enforcement will not act as or be deemed to act as a waiver or modification of this Agreement, nor will such non-enforcement prevent such party from enforcing each and every term of this Agreement thereafter.

14. <u>Independent Contractor</u>. We are an independent contractor for all purposes under this Agreement.

15. <u>Notices</u>. All notices or communications required or permitted as a part of this Agreement, such as notice of an alleged material breach for a termination for cause or a dispute that must be submitted to dispute resolution, must be in writing and will be deemed delivered upon the earlier of the

following: (a) actual receipt by the receiving party; (b) upon receipt by sender of a certified mail, return receipt signed by an employee or agent of the receiving party; (c) upon receipt by sender of proof of email delivery; or (d) if not actually received, five (5) days after deposit with the United States Postal Service authorized mail center with proper postage (certified mail, return receipt requested) affixed and addressed to the other party at the address set forth on the signature page hereto or such other address as the party may have designated by proper notice. The consequences for the failure to receive a notice due to improper notification by the intended receiving party of a change in address will be borne by the intended receiving party.

16. <u>Client Lists</u>. You agree that we may identify you by name in client lists, marketing presentations, and promotional materials.

17. <u>Confidentiality</u>. 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, including the parties. Confidential information is nonpublic information that a reasonable person would believe to be confidential and includes, without limitation, personal identifying information (*e.g.*, social security numbers) and trade secrets, each as defined by applicable state law. Each party agrees that it will not disclose any confidential information of the other party and further agrees to take all reasonable and appropriate action to prevent such disclosure by its employees or agents. The confidentiality covenants contained herein will survive the termination or cancellation of this Agreement. This obligation of confidentiality will not apply to information that:

    (a) is in the public domain, either at the time of disclosure or afterwards, except by breach of this Agreement by a party or its employees or agents;
    (b) a party can establish by reasonable proof was in that party's possession at the time of initial disclosure;
    (c) a party receives from a third party who has a right to disclose it to the receiving party; or
    (d) is the subject of a legitimate disclosure request under the open records laws or similar applicable public disclosure laws governing this Agreement; provided, however, that in the event you receive an open records or other similar applicable request, you will give us prompt notice and otherwise perform the functions required by applicable law.

18. <u>Business License</u>. In the event a local business license is required for us to perform services hereunder, you will promptly notify us and provide us with the necessary paperwork and/or contact information so that we may timely obtain such license.

19. <u>Governing Law</u>. This Agreement will be governed by and construed in accordance with the laws of your state of domicile, without regard to its rules on conflicts of law.

20. <u>Multiple Originals and Authorized Signatures</u>. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature. Each party represents to the other that the signatory set forth below is duly authorized to bind that party to this Agreement.

21. <u>Cooperative Procurement</u>. To the maximum extent permitted by applicable law, we agree that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. We reserve the right to negotiate and customize the terms and conditions set forth herein, including but not

Contract ID# 2019-0030

limited to pricing, to the scope and circumstances of that cooperative procurement.

22. <u>Contract Documents</u>. This Agreement includes the following exhibits:

Exhibit A	Investment Summary
Exhibit B	Invoicing and Payment Policy
	Schedule 1: Business Travel Policy
Exhibit C	Service Level Agreement
	Schedule 1: Support Call Process
Exhibit D	Statement of Work

IN WITNESS WHEREOF, a duly authorized representative of each party has executed this Agreement as of the date(s) set forth below.

Tyler Technologies, Inc.

By: _Janet Joiner_

Name: Janet Joiner

Title: Vice President, Finance-LGD Division

Date: 3/22/2019

Address for Notices:
Tyler Technologies, Inc.
One Tyler Drive
Yarmouth, ME 04096
Attention: Chief Legal Officer

Community Unit School District 308

By: _Christi Tyler_

Name: _Christi Tyler_

Title: _Chief Financial Officer /CSBO_

Date: _March 21, 2019_

Address for Notices:
Community Unit School District 308
4175 Route 71
Oswego, IL 60543
Attention: Christi Tyler

Exhibit A
Investment Summary

The following Investment Summary details the software and services to be delivered by us to you under the Agreement. This Investment Summary is effective as of the Effective Date. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

Prepared for:

Christi Tyler
Community Unit School District 308
4175 Route 71
Oswego, IL 60543
630-636-3485
ctyler@sd308.0rg

Quoted By:	**Sales Rep**
Quote Date:	**3/7/2019**
Expiration:	**6/5/2019**

Tyler Software - SaaS

Student Count: 18,000

Infinite Visions Enterprise Edition Software

Description		Annual Fee
Core Accounting	General Ledger - Budgeting, Check Manager, Bank Reconciliation, Revenue Accounting; Procurement & Payables; Payroll; User Security & Administration	
State Reporting	All electronic and hard copy reporting required for state retirements, other payroll & personnel requirements, fiscal budget & expenditures.	
Human Resources	Employee demographics, certificates, evaluations, contract printing, salary negotiations, user-defined fields for sorting, selecting and printing	
iVisions Web Portal	Employee Self Service, Manager workflow access and Electronic personnel action requests	
iVisions Employee Reimbursements	Online processing of employee expense reimbursements	
InfoLink	Provides a point-and-click interface to link tables for report writing	

Infinite Visions Interfaces:

Description		Annual Fee
Online Applicant Tracking Interface	Integration with 3rd party applicant tracking system	
Substitute Calling System (Leave) Interface	Interface with 3rd party timecard system (employee leave taken)	
Substitute Calling System (Time Worked)	Interface with 3rd party substitute calling system (substitute time worked)	
Electronic Shopping Interface	Provides an interface to web purchasing	

Additional Tyler Software

Description		Annual Fee
Tyler Content Manager (Standard Edition)	Full document scanning, imaging, indexing and archival	
	Annual SaaS Fee:	**$123,550**

Tyler Managed Hosting Services

Description	# Users	Annual Fee
Annual Fee for up to 45 Named Users	45	$34,221
Additional named users can be added for an additional $575 per year		
Annual SaaS Fee:		**$34,221**
TOTAL SaaS Annual Fee: (5 Years - 60 Months)		**$157,770**

Estimated Professional Services

Description	Svcs Hrs	Svcs Cost	# Users
Project Management	588	$88,200	
Training	364	$45,500	
Consulting	356	$44,500	
Data Import	40	$6,000	
One-Time Setup Fee per Named User		$9,000	45
TOTAL:		**$193,200**	

Summary	One-Time Fees	Recurring Fees
Total Tyler SaaS		$157,770
Total Tyler Services	$193,200	
Summary Total	**$193,200**	**$157,770**
Contract Total	**$350,970**	

Contract ID# 2019-0030

1. Pricing does not include travel expenses for onsite services. Travel expenses will be billed for reimbursement according to Tyler's standard business travel policy.

2. Some services may be delivered remotely via web-based training.

3. All payment terms are net thirty (30) days.

4. Tyler Technologies will bill training and consulting services in half-day or full-day increments. If the scheduled session is cut short for any other reason, we will bill for the time scheduled. If the agenda topics are sufficiently covered, you may ask the consultant for help in other areas to

5. Tyler Technologies will bill training and consulting services in half-day or full-day increments. If the scheduled session is cut short for any other reason, we will bill for the time scheduled. If the agenda topics are sufficiently covered, you may ask the consultant for help in other areas to maximize the value of their time.

Exhibit B
Invoicing and Payment Policy

We will provide you with the software and services set forth in the Investment Summary of the Agreement. Capitalized terms not otherwise defined will have the meaning assigned to such terms in the Agreement.

Invoicing: We will invoice you for the applicable software and services in the Investment Summary as set forth below. Your rights to dispute any invoice are set forth in the Agreement.

1. SaaS Fees. SaaS Fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F (1) of this Agreement. Your annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, your annual SaaS fees will be at our then-current rates.

2. Other Tyler Software and Services.

   2.1 *VPN Device*: The fee for the VPN device will be invoiced upon installation of the VPN.

   2.2 *Implementation and Other Professional Services (including training)*: Implementation and other professional services (including training) are billed and invoiced as delivered, at the rates set forth in the Investment Summary.

   2.3 *Consulting Services*: If you have purchased any Business Process Consulting services, if they have been quoted as fixed-fee services, they will be invoiced 50% upon your acceptance of the Best Practice Recommendations, by module, and 50% upon your acceptance of custom desktop procedures, by module. If you have purchased any Business Process Consulting services and they are quoted as an estimate, then we will bill you the actual services delivered on a time and materials basis.

   2.4 *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted Data, by conversion option, and 50% upon Client acceptance to load the converted Data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, we will bill you the actual services delivered on a time and materials basis.

   2.5 *Requested Modifications to the Tyler Software*: Requested modifications to the Tyler Software are invoiced 50% upon delivery of specifications and 50% upon delivery of the applicable modification. You must report any failure of the modification to conform to the specifications within thirty (30) days of delivery; otherwise, the modification will be deemed to be in compliance with the specifications after the 30-day window has passed. You may still report Defects to us as set forth in this Agreement.

   2.6 *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Planning Services" are provided,

payment will be due upon delivery of the Implementation Planning document. Dedicated Project Management services, if any, will be billed monthly in arrears, beginning on the first day of the month immediately following initiation of project planning.

2.7 *Change Management Services*: If you have purchased any change management services, those services will be invoiced in the following amounts and upon the following milestones:

Acceptance of Change Management Discovery Analysis	15%
Delivery of Change Management Plan and Strategy Presentation	10%
Acceptance of Executive Playbook	15%
Acceptance of Resistance Management Plan	15%
Acceptance of Procedural Change Communications Plan	10%
Change Management Coach Training	20%
Change Management After-Action Review	15%

3. Third Party Products*.*

3.1 *Third Party Software License Fees*: License fees for Third Party Software, if any, are invoiced when we make it available to you for downloading.

3.2 *Third Party Software Maintenance*: The first year maintenance for the Third Party Software is invoiced when we make it available to you for downloading.

3.3 *Third Party Hardware*: Third Party Hardware costs, if any, are invoiced upon delivery.

3.4 *Third Party Services:* Fees for Third Party Services, if any, are invoiced as delivered, along with applicable expenses, at the rates set forth in the Investment Summary.

4. Expenses*.* The service rates in the Investment Summary do not include travel expenses. Expenses for Tyler delivered services will be billed as incurred and only in accordance with our then-current Business Travel Policy, plus a 10% travel agency processing fee. Our current Business Travel Policy is attached to this Exhibit B at Schedule 1. Copies of receipts will be provided upon request; we reserve the right to charge you an administrative fee depending on the extent of your requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

Payment. Payment for undisputed invoices is due within forty-five (45) days of the invoice date. We prefer to receive payments electronically. Our electronic payment information is:

Bank:	Wells Fargo Bank, N.A.
	420 Montgomery
	San Francisco, CA 94104
ABA:	121000248
Account:	4124302472
Beneficiary:	Tyler Technologies, Inc. – Operating

Exhibit B
Schedule 1
Business Travel Policy

1. Air Travel

   A. Reservations & Tickets

   The Travel Management Company (TMC) used by Tyler will provide an employee with a direct flight within two hours before or after the requested departure time, assuming that flight does not add more than three hours to the employee's total trip duration and the fare is within $100 (each way) of the lowest logical fare. If a net savings of $200 or more (each way) is possible through a connecting flight that is within two hours before or after the requested departure time and that does not add more than three hours to the employee's total trip duration, the connecting flight should be accepted.

   Employees are encouraged to make advanced reservations to take full advantage of discount opportunities. Employees should use all reasonable efforts to make travel arrangements at least two (2) weeks in advance of commitments. A seven (7) day advance booking requirement is mandatory. When booking less than seven (7) days in advance, management approval will be required.

   Except in the case of international travel where a segment of continuous air travel is six (6) or more consecutive hours in length, only economy or coach class seating is reimbursable. Employees shall not be reimbursed for "Basic Economy Fares" because these fares are non-refundable and have many restrictions that outweigh the cost-savings.

   B. Baggage Fees

   Reimbursement of personal baggage charges are based on trip duration as follows:

   • Up to five (5) days = one (1) checked bag
   • Six (6) or more days = two (2) checked bags

   Baggage fees for sports equipment are not reimbursable.

2. Ground Transportation

   A. Private Automobile

   Mileage Allowance – Business use of an employee's private automobile will be reimbursed at the current IRS allowable rate, 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.

   B. Rental Car

   Employees are authorized to rent cars only in conjunction with air travel when cost, convenience, and the specific situation reasonably require their use. When renting a car for Tyler business, employees should select a "mid-size" or "intermediate" car. "Full" size cars may be rented when three or more employees are traveling together. Tyler carries leased vehicle coverage for business car rentals; except for employees traveling to Alaska and internationally (excluding Canada), additional insurance on the rental agreement should be declined.

   C. Public Transportation

   Taxi or airport limousine services may be considered when traveling in and around cities or to and from airports when less expensive means of transportation are unavailable or impractical. The actual fare plus a reasonable tip (15-18%) are reimbursable. In the case of a free hotel shuttle to the airport, tips are included in the per diem rates and will not be reimbursed separately.

   D. Parking & Tolls

   When parking at the airport, employees must use longer term parking areas that are measured in days as opposed to hours. Park and fly options located near some airports may also be used. For extended trips that would result in excessive parking charges, public transportation to/from the airport should be considered. Tolls will be reimbursed when receipts are presented.

3. Lodging

   Tyler's TMC 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 Courtyard, Fairfield Inn, Hampton Inn, and Holiday Inn Express. If the employee has a discount rate with a local hotel, the hotel reservation should note that discount and the employee should confirm the lower rate with the hotel upon arrival. Employee memberships in travel clubs such as AAA should be noted in their travel profiles so that the employee can take advantage of any lower club rates.

   "No shows" or cancellation fees are not reimbursable if the employee does not comply with the hotel's cancellation policy.

Tips for maids and other hotel staff are included in the per diem rate and are not reimbursed separately.

Employees are not authorized to reserve non-traditional short-term lodging, such as Airbnb, VRBO, and HomeAway. Employees who elect to make such reservations shall not be reimbursed.

4. Meals and Incidental Expenses

Employee meals and incidental expenses while on travel status within the continental U.S. are in accordance with the federal per diem rates published by the General Services Administration. Incidental expenses include tips to maids, hotel staff, and shuttle drivers and other minor travel expenses. Per diem rates are available at www.gsa.gov/perdiem.

Per diem for Alaska, Hawaii, U.S. protectorates and international destinations are provided separately by the Department of Defense and will be determined as required.

A. Overnight Travel
For each full day of travel, all three meals are reimbursable. Per diems on the first and last day of a trip are governed as set forth below.

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 & 7:00 p.m.   Breakfast and lunch
Return after 7:00 p.m.*   Breakfast, lunch and dinner

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

The reimbursement rates for individual meals are calculated as a percentage of the full day per diem as follows:

Breakfast	15%
Lunch	25%
Dinner	60%

B. Same Day Travel

Employees traveling at least 100 miles 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 7:00 p.m.*

*7:00 p.m. is defined as direct travel time and does not include time taken to stop for dinner.

5. 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 an employee's hotel charges for internet access it is reimbursable up to $10.00 per day. Charges for internet access at airports are not reimbursable.

6. International Travel

All international flights with the exception of flights between the U.S. and Canada should be reserved through TMC using the "lowest practical coach fare" with the exception of flights that are six (6) or more consecutive hours in length. In such event, the next available seating class above coach shall be reimbursed.

When required to travel internationally for business, employees shall be reimbursed for photo fees, application fees, and execution fees when obtaining a new passport book, but fees related to passport renewals are not reimbursable. Visa application and legal fees, entry taxes and departure taxes are reimbursable.

The cost of vaccinations that are either required for travel to specific countries or suggested by the U.S. Department of Health & Human Services for travel to specific countries, is reimbursable.

Section 4, Meals & Incidental Expenses, and Section 2.b., Rental Car, shall apply to this section.

Exhibit C

Service Level Agreement

I.   Agreement Overview

This SLA operates in conjunction with, and does not supersede or replace any part of, the Agreement. It outlines the information technology service levels that we will provide to you to ensure the availability of the application services that you have requested us to provide. All other support services are documented in the Support Call Process.

II.   Definitions. Except as defined below, all defined terms have the meaning set forth in the Agreement.

Attainment: The percentage of time the Tyler Software is available during a calendar quarter, with percentages rounded to the nearest whole number.

Client Error Incident: Any service unavailability resulting from your applications, content or equipment, or the acts or omissions of any of your service users or third-party providers over whom we exercise no control.

Downtime: Those minutes during which the Tyler Software is not available for your use. Downtime does not include those instances in which only a Defect is present.

Service Availability: The total number of minutes in a calendar quarter that the Tyler Software is capable of receiving, processing, and responding to requests, excluding maintenance windows, Client Error Incidents and Force Majeure.

III.   Service Availability

The Service Availability of the Tyler Software is intended to be 24/7/365. We set Service Availability goals and measures whether we have met those goals by tracking Attainment.

      a.   Your Responsibilities

Whenever you experience Downtime, you must make a support call according to the procedures outlined in the Support Call Process. You will receive a support incident number.

You must document, in writing, all Downtime that you have experienced during a calendar quarter. You must deliver such documentation to us within 30 days of a quarter's end.

The documentation you provide must evidence the Downtime clearly and convincingly. It must include, for example, the support incident number(s) and the date, time and duration of the Downtime(s).

      b.   Our Responsibilities

When our support team receives a call from you that Downtime has occurred or is occurring, we will work with you to identify the cause of the Downtime (including whether it may be the result of a Client Error Incident or Force Majeure). We will also work with you to resume normal operations.

Upon timely receipt of your Downtime report, we will compare that report to our own outage logs and support tickets to confirm that Downtime for which we were responsible indeed occurred.

We will respond to your Downtime report within 30 day(s) of receipt. To the extent we have confirmed Downtime for which we are responsible, we will provide you with the relief set forth below.

c. <u>Client Relief</u>

When a Service Availability goal is not met due to confirmed Downtime, we will provide you with relief that corresponds to the percentage amount by which that goal was not achieved, as set forth in the Client Relief Schedule below.

Notwithstanding the above, the total amount of all relief that would be due under this SLA per quarter will not exceed 5% of one quarter of the then-current SaaS Fee. The total credits confirmed by us in one or more quarters of a billing cycle will be applied to the SaaS Fee for the next billing cycle. Issuing of such credit does not relieve us of our obligations under the Agreement to correct the problem which created the service interruption.

Every quarter, we will compare confirmed Downtime to Service Availability. In the event actual Attainment does not meet the targeted Attainment, the following Client relief will apply, on a quarterly basis:

Targeted Attainment	Actual Attainment	Client Relief
100%	98-99%	Remedial action will be taken.
100%	95-97%	4% credit of fee for affected calendar quarter will be posted to next billing cycle
100%	<95%	5% credit of fee for affected calendar quarter will be posted to next billing cycle

You may request a report from us that documents the preceding quarter's Service Availability, Downtime, any remedial actions that have been/will be taken, and any credits that may be issued.

IV. Applicability

The commitments set forth in this SLA do not apply during maintenance windows, Client Error Incidents, and Force Majeure.

We perform maintenance during limited windows that are historically known to be reliably low-traffic times. If and when maintenance is predicted to occur during periods of higher traffic, we will provide advance notice of those windows and will coordinate to the greatest extent possible with you.

V. Force Majeure

You will not hold us responsible for not meeting service levels outlined in this SLA to the extent any failure to do so is caused by Force Majeure. In the event of Force Majeure, we will file with you a signed request that said failure be excused. That writing will at least include the essential details and circumstances supporting our request for relief pursuant to this Section. You will not unreasonably withhold its acceptance of such a request.

**Exhibit C
Schedule 1
Support Call Process**

Support Channels
Tyler Technologies, Inc. provides the following channels of software support:
(1) Tyler Community – an on-line resource, Tyler Community provides a venue for all Tyler clients with current maintenance agreements to collaborate with one another, share best practices and resources, and access documentation.
(2) On-line submission (portal) – for less urgent and functionality-based questions, users may create unlimited support incidents through the customer relationship management portal available at the Tyler Technologies website.
(3) Email – for less urgent situations, users may submit unlimited emails directly to the software support group.
(4) Telephone – for urgent or complex questions, users receive toll-free, unlimited telephone software support.

Support Resources
A number of additional resources are available to provide a comprehensive and complete support experience:
(1) Tyler Website – www.tylertech.com – for accessing client tools and other information including support contact information.
(2) Tyler Community – available through login, Tyler Community provides a venue for clients to support one another and share best practices and resources.
(3) Knowledgebase – A fully searchable depository of thousands of documents related to procedures, best practices, release information, and job aides.
(4) Program Updates – where development activity is made available for client consumption

Support Availability
Tyler Technologies support is available during the local business hours of 8 AM to 5 PM (Monday – Friday) across four US time zones (Pacific, Mountain, Central and Eastern). Clients may receive coverage across these time zones. Tyler's holiday schedule is outlined below. There will be no support coverage on these days.

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

Issue Handling
Incident Tracking
Every support incident is logged into Tyler's Customer Relationship Management System and given a unique incident number. This system tracks the history of each incident. The incident tracking number is used to track and reference open issues when clients contact support. Clients may track incidents, using the incident number, through the portal at Tyler's website or by calling software support directly.

Incident Priority

Each incident is assigned a priority number, which corresponds to the client's needs and deadlines. The client is responsible for reasonably setting the priority of the incident per the chart below. This chart is not intended to address every type of support incident, and certain "characteristics" may or may not apply depending on whether the Tyler software has been deployed on customer infrastructure or the Tyler cloud. The goal is to help guide the client towards clearly understanding and communicating the importance of the issue and to describe generally expected responses and resolutions.

Priority Level	Characteristics of Support Incident	Resolution Targets
1 Critical	Support incident that causes (a) complete application failure or application unavailability; (b) application failure or unavailability in one or more of the client's remote location; or (c) systemic loss of multiple essential system functions.	Tyler shall provide an initial response to Priority Level 1 incidents within one (1) business hour of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within one (1) business day. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
2 High	Support incident that causes (a) repeated, consistent failure of essential functionality affecting more than one user or (b) loss or corruption of Data.	Tyler shall provide an initial response to Priority Level 2 incidents within four (4) business hours of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents or provide a circumvention procedure within ten (10) business days. For non-hosted customers, Tyler's responsibility for loss or corrupted Data is limited to assisting the client in restoring its last available database.
3 Medium	Priority Level 1 incident with an existing circumvention procedure, or a Priority Level 2 incident that affects only one user or for which there is an existing circumvention procedure.	Tyler shall provide an initial response to Priority Level 3 incidents within one (1) business day of receipt of the support incident. Tyler shall use commercially reasonable efforts to resolve such support incidents without the need for a circumvention procedure with the next published maintenance update or service pack. For non-hosted customers, Tyler's responsibility for lost or corrupted Data is limited to assisting the client in restoring its last available database.
4 Non-critical	Support incident that causes failure of non-essential functionality or a cosmetic or other issue that does not qualify as any other Priority Level.	Tyler shall provide an initial response to Priority Level 4 incidents within two (2) business days. Tyler shall use commercially reasonable efforts to resolve such support incidents, as well as cosmetic issues, with a future version release.

Incident Escalation

Tyler Technology's software support consists of four levels of personnel:

    (1) Level 1: front-line representatives
    (2) Level 2: more senior in their support role, they assist front-line representatives and take on escalated issues
    (3) Level 3: assist in incident escalations and specialized client issues
    (4) Level 4: responsible for the management of support teams for either a single product or a product group

If a client feels they are not receiving the service needed, they may contact the appropriate Software Support Manager. After receiving the incident tracking number, the manager will follow up on the open issue and determine the necessary action to meet the client's needs.

On occasion, the priority or immediacy of a software support incident may change after initiation. Tyler encourages clients to communicate the level of urgency or priority of software support issues so that we can respond appropriately. A software support incident can be escalated by any of the following methods:

    (1) Telephone – for immediate response, call toll-free to either escalate an incident's priority or to escalate an issue through management channels as described above.
    (2) Email – clients can send an email to software support in order to escalate the priority of an issue
    (3) On-line Support Incident Portal – clients can also escalate the priority of an issue by logging into the client incident portal and referencing the appropriate incident tracking number.

Remote Support Tool

Some support calls require further analysis of the client's database, process or setup to diagnose a problem or to assist with a question. Tyler will, at its discretion, use an industry-standard remote support tool. Support is able to quickly connect to the client's desktop and view the site's setup, diagnose problems, or assist with screen navigation. More information about the remote support tool Tyler uses is available upon request.

tyler technologies

Exhibit D
Statement of Work

Statement of Work

Tyler Technologies

Prepared for:

Oswego Community Unit School District 308
Christi Tyler
4175 Route 71, Oswego, IL 60543

Prepared by:

Kevin McTigue
8950 S. 52nd Street, Tempe, AZ 85284
Tyler Technologies, Inc.
www.tylertech.com

Table of Contents

1   Executive Summary

1.1   Project Overview

The Statement of Work (SOW) documents the Project Scope, methodology, roles and responsibilities, implementation Stages, and deliverables for the implementation of Tyler products.

The Project goals are to offer Oswego Community Unit School District 308 the opportunity to make the Oswego CUSD 308 more accessible and responsive to external and internal customer needs and more efficient in its operations through:

- Streamlining, automating, and integrating business processes and practices
- Providing tools to produce and access information in a real-time environment
- Enabling and empowering users to become more efficient, productive and responsive
- Successfully overcoming current challenges and meeting future goals

1.2   Product Summary

Below, is a summary of the products included in this Project, as well as reference to the Oswego CUSD 308's functional area utilizing the Tyler product(s). Refer to the Implementation Stages section of this SOW for information containing detailed service components.

[PRODUCT]	[APPLICATION]
Tyler Content Manager	Document Management
Infinite Visions	Financials
Infinite Visions	Payroll & Personnel Management

1.3   Project Timeline

The Project Timeline establishes a start and end date for each Phase of the Project. Developed during the Initiate & Plan Stage and revised as mutually agreed to, if needed, the timeline accounts for resource availability, business goals, size and complexity of the Project, and task duration requirements.

1.4   Project Methodology Overview

Tyler bases its implementation methodology on the Project Management Institute's (PMI) Process Groups (Initiating, Planning, Executing, Monitoring & Controlling, and Closing). Using this model, Tyler developed a 6-stage process specifically designed to focus on critical project success measurement factors.

Tailored specifically for Tyler's public sector clients, the project methodology contains Stage Acceptance Control Points throughout each Phase to ensure adherence to Scope, budget, timeline controls, effective communications, and quality standards. Clearly defined, the project methodology repeats consistently across Phases, and is scaled to meet the Oswego CUSD 308's complexity, and organizational needs.

2   Project Governance

The purpose of this section is to define the resources required to adequately establish the business needs, objectives, and priorities for the Project; communicate the goals to other project participants; and provide support and guidance to accomplish these goals. Project governance also defines the structure for issue escalation and resolution, Change Control review and authority, and organizational Change Management activities.

The preliminary governance structure establishes a clear escalation path when issues and risks require escalation above the project manager level. Further refinement of the governance structure, related processes, and specific roles and responsibilities occurs during the Initiate & Plan Stage.

The path below illustrates an overall team perspective where Tyler and the Oswego CUSD 308 collaborate to resolve project challenges according to defined escalation paths. In the event project managers do not possess authority to determine a solution, resolve an issue, or mitigate a risk, Tyler implementation management and the Oswego CUSD 308 steering committee become the escalation points to triage responses prior to escalation to the Oswego CUSD 308 and Tyler executive sponsors. As part of the escalation process, each project governance tier presents recommendations and supporting information to facilitate knowledge transfer and issue resolution. The Oswego CUSD 308 and Tyler executive sponsors serve as the final escalation point.

2.1   Client Governance

Depending on the Oswego CUSD 308's organizational structure and size, the following governance roles may be filled by one or more people:

2.1.1   Client Project Manager

The Oswego CUSD 308's project manager(s) coordinate project team members, subject matter experts, and the overall implementation schedule and serves as the primary point of contact with Tyler. The Oswego CUSD 308 project manager(s) will be responsible for reporting to the Oswego CUSD 308 steering committee and determining appropriate escalation points.

2.1.2   Steering Committee

The Oswego CUSD 308 steering committee understands and supports the cultural change necessary for the Project and fosters an appreciation of the Project's value throughout the organization. Oversees the Oswego CUSD 308 project manager(s) and the Project and through participation in regular internal meetings, the Oswego CUSD 308 steering committee remains updated on all project progress, project decisions, and achievement of project milestones. The Oswego CUSD 308 steering committee also provides support to the Oswego CUSD 308 project manager(s) by communicating the importance of the Project to all impacted departments. The Oswego CUSD 308 steering committee is responsible for ensuring the Project has appropriate resources, provides strategic direction to the project team, for

making timely decisions on critical project issues or policy decisions. The Oswego CUSD 308 steering committee also serves as primary level of issue resolution for the Project.

2.1.3 Executive Sponsor(s)

The Oswego CUSD 308's executive sponsor provides support to the Project by allocating resources, providing strategic direction, and communicating key issues about the Project and the Project's overall importance to the organization. When called upon, the executive sponsor also acts as the final authority on all escalated project issues. The executive sponsor engages in the Project, as needed, in order to provide necessary support, oversight, guidance, and escalation, but does not participate in day-to-day project activities. The executive sponsor empowers the Oswego CUSD 308 steering committee, project manager(s), and functional leads to make critical business decisions for the Oswego CUSD 308.

2.2 Tyler Governance

2.2.1 Tyler Project Manager

The Tyler project manager(s) have direct involvement with the Project and coordinates Tyler project team members, subject matter experts, the overall implementation schedule, and serves as the primary point of contact with the Oswego CUSD 308. As requested by the Oswego CUSD 308, the Tyler project manager(s) provide regular updates to the Oswego CUSD 308's steering committee and other Tyler governance members.

2.2.2 Tyler Implementation Management

Tyler implementation management has indirect involvement with the Project and is part of the Tyler escalation process. Tyler project manager(s) consult implementation management on issues and outstanding decisions critical to the Project. Implementation management works toward a solution with the Tyler project manager(s) or with the Oswego CUSD 308 management, as appropriate. Tyler executive management is the escalation point for any issues not resolved at this level. The name(s) and contact information for this resource will be provided and available to the project team.

2.2.3 Tyler Executive Management

Tyler executive management has indirect involvement with the Project and is part of the Tyler escalation process. This team member offers additional support to the project team and collaborates with other Tyler department managers, as needed, in order to escalate and facilitate implementation project tasks and decisions. The name(s) and contact information for this resource will be provided and available to the project team.

2.3 Acceptance and Acknowledgment Process

All Deliverables and Control Points must be accepted or acknowledged following the process below. Acceptance requires a formal sign-off while acknowledgement may be provided without formal sign-off at

the time of delivery. The following process will be used for accepting or acknowledging Deliverables and Control Points:

- The Oswego CUSD 308 shall have five (5) business days from the date of delivery, or as otherwise mutually agreed upon by the parties in writing, to accept or acknowledge each Deliverable or Control Point. If the Oswego CUSD 308 does not provide acceptance or acknowledgement within five (5) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

- If the Oswego CUSD 308 does not agree the particular Deliverable or Control Point meets requirements, the Oswego CUSD 308 shall notify Tyler project manager(s), in writing, with reasoning within five (5) business days, or the otherwise agreed-upon timeframe, not to be unreasonably withheld, of receipt of the Deliverable.

- Tyler shall address any deficiencies and redeliver the Deliverable or Control Point. The Oswego CUSD 308 shall then have two (2) business days from receipt of the redelivered Deliverable or Control Point to accept or again submit written notification of reasons for rejecting the milestone. If the Oswego CUSD 308 does not provide acceptance or acknowledgement within two (2) business days, or the otherwise agreed upon timeframe, not to be unreasonably withheld, Tyler deems the Deliverable or Control Point as accepted.

3 Overall Project Assumptions

3.1 Project, Resources and Scheduling

- Project activities will begin after the Agreement has been fully executed.

- The Oswego CUSD 308 has the ability to allocate additional internal resources if needed. The Oswego CUSD 308 also ensures the alignment of their budget and Scope expectations.

- The Oswego CUSD 308 and Tyler ensure that the assigned resources are available, they buy-into the change process, and they possess the required business knowledge to complete their assigned tasks successfully. Should there be a change in resources, the replacement resource should have a comparable level of availability, buy-in, and knowledge.

- Tyler and Oswego CUSD 308 provide adequate resources to support the efforts to complete the Project as scheduled and within the constraints of the Project budget.

- Abbreviated timelines and overlapped Phases can result in Project delays if there are not sufficient resources assigned to complete all required work as scheduled.

- Changes to Project Plan, availability of resources or changes in Scope may result in schedule delays, which may result in additional charges to the Project.

- Tyler provides a written agenda and notice of any prerequisites to the Oswego CUSD 308 project manager(s) ten (10) business days prior to any scheduled on site or remote sessions.

- Tyler provides notice of any prerequisites to the Oswego CUSD 308 project manager(s) a minimum of ten (10) business days prior to any key deliverable due dates.

- Oswego CUSD 308 users complete prerequisites prior to applicable scheduled activities.

- Tyler provides guidance for configuration and processing options available within the Tyler software. The Oswego CUSD 308 is responsible for making decisions based on the options available.

- In the event the Oswego CUSD 308 may elect to add and/or modify current business policies during the course of this Project, such policy changes are solely the Oswego CUSD 308's responsibility to define, document, and implement.

- The Oswego CUSD 308 makes timely Project related decisions in order to achieve scheduled due dates on tasks and prepare for subsequent training sessions. Decisions left unmade may affect the schedule, as each analysis and implementation session builds on the decisions made in prior sessions.

- Tyler considers additional services out of Scope and requires additional time and costs be requested via Change Request approved through the Change Control process.

- The Oswego CUSD 308 will respond to information requests in a comprehensive and timely manner, in accordance with the Project Plan.

3.2 Data Conversion

- The Oswego CUSD 308 is readily able to produce the data files needed for conversion from the Legacy System in order to provide them to Tyler on the specified due date(s).

- Each Legacy System data file submitted for conversion includes all associated records in a single approved file layout.

- The Oswego CUSD 308 understands the Legacy System data extract(s) must be provided to Tyler in the same format each time unless changes are mutually agreed upon in advance. If not, negative impacts to the schedule, budget, and resource availability may occur and/or data in the new system may be incorrect.

- During this process, the Oswego CUSD 308 may need to correct data scenarios in the Legacy System prior to the final data pull. This is a complex activity and requires due diligence by the Oswego CUSD 308 to ensure all data pulled includes all required data and the Tyler system contains properly mapped data.

3.3 Data Exchanges, Modifications, Forms and Reports

- The Oswego CUSD 308 ensures the 3rd party data received conforms to a Tyler standard format.

- The 3rd party possesses the knowledge of how to program their portion of the interaction and understands how to manipulate the data received.

- Client is on a supported, compatible version of the 3rd party software or Tyler standard Data Exchange tools may not be available.

- The Oswego CUSD 308 is willing to make reasonable business process changes rather than expecting the product to conform to every aspect of their current system/process.

- Any Modification requests not expressly stated in the contract are out of Scope. Modifications requested after contract signing have the potential to change cost, Scope, schedule, and production dates for project Phases. Modification requests not in Scope must follow the Project Change Request process.

3.4   Hardware and Software

- Tyler will initially Install the most current generally available version of the purchased Tyler software.

- The Oswego CUSD 308 will provide network access for Tyler modules, printers, and Internet access to all applicable Oswego CUSD 308 and Tyler project staff.

- The Oswego CUSD 308 has in place all hardware, software, and technical infrastructure necessary to support the Project.

- The Oswego CUSD 308's system hardware and software meet Tyler standards to ensure sufficient speed and operability of Tyler software. Tyler will not support use of software if the Oswego CUSD 308 does not meet minimum standards of Tyler's published specifications.

3.5   Education

- Throughout the Project lifecycle, the Oswego CUSD 308 provides a training room for Tyler staff to transfer knowledge to the Oswego CUSD 308's resources, for both onsite and remote sessions. The Oswego CUSD 308 will provide staff with a location to practice what they have learned without distraction. If Phases overlap, the Oswego CUSD 308 will provide multiple training facilities to allow for independent sessions scheduling without conflict.

- The training room is set up in a classroom setting. The Oswego CUSD 308 determines the number of workstations in the room. Tyler recommends every person attending a scheduled session with a Tyler Consultant or Trainer have their own workstation. However, Tyler requires there be no more than two (2) people at a given workstation.

- The Oswego CUSD 308 provides a workstation which connects to the Tyler system for the Tyler trainer conducting the session. The computer connects to a Oswego CUSD 308 provided projector, allowing all attendees the ability to actively engage in the training session.

- The Oswego CUSD 308 testing database contains the Tyler software version required for delivery of the Modification prior to the scheduled delivery date for testing.

- The Oswego CUSD 308 is responsible for verifying the performance of the Modification as defined by the specification.

- Users performing user acceptance testing (UAT) have attended all applicable training sessions prior to performing UAT.

4 Implementation Stages

4.1 Work Breakdown Structure (WBS)

The Work Breakdown Structure (WBS) is a hierarchical representation of a Project or Phase broken down into smaller, more manageable components. The top-level components are called "Stages" and the second level components are called "work packages." The work packages, shown below each Stage, contain the high-level work to be done. The detailed Project Plan, developed during Initiate & Plan and finalized during Assess & Define, will list the tasks to be completed within each work package. Each Stage ends with a "Control Point", confirming the work performed during that Stage of the Project.

STAGE 1

1.1.0 Initiate & Plan

1.1.1 Tyler Internal Coordination & Planning

1.1.2 System Infrastructure Planning

1.1.3 Project/Phase Planning

1.1.4 Project Schedule

1.1.5 Stakeholder Presentation

1.1.6 CONTROL POINT 1: Initiate & Plan Stage Acceptance

STAGE 2

1.2.0 Assess & Define

1.2.1 Fundamentals Review

1.2.2 Current/Future State Analysis

1.2.3 Data Conversion Planning & Mapping

1.2.4 Standard 3rd Party Data Exchange Planning

1.2.5 Modification Analysis & Specification*

1.2.6 Forms & Reports Planning

1.2.7 System Deployment

1.2.8 CONTROL POINT 2: Assess & Define Stage Acceptance

STAGE 3

1.3.0 Build & Validate

1.3.1 Configuration & Power User Training

1.3.2 Data Conversion & Validation

1.3.3 Standard 3rd Party Data Exchange Validation

1.3.4 Modification Delivery & Validation*

1.3.5 Forms & Reports Validation

1.3.6 CONTROL POINT 3: Build & Validate Stage Acceptance

STAGE 4

1.4.0 Final Testing & Training

1.4.1 Cutover Planning

1.4.2 User Acceptance Testing

1.4.3 End User Training

1.4.4 CONTROL POINT 4: Final Training & Testing Stage Acceptance

STAGE 5

1.5.0 Production Cutover

1.5.1 Final Data Conversion

1.5.2 Production Processing & Assistance

1.5.3 Transition to Tyler Support

1.5.4 Schedule Post Live Services, if applicable

1.5.5 CONTROL POINT 5: Production Cutover Stage Acceptance

STAGE 6

1.6.0 Phase/Project Closure

1.6.1 Close Phase/ Project

1.6.2 CONTROL POINT 6: Phase/Project Closure Stage Acceptance

* - If included in project scope

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4.2 Initiate & Plan (Stage 1)

The Initiate & Plan Stage creates a foundation for the Project through identification of Oswego CUSD 308 and Tyler Project Management teams, development of implementation management plans, and the provision and discussion of system infrastructure requirements. Oswego CUSD 308 participation in gathering information is critical. Tyler Project Management teams present initial plans to stakeholder teams at Stage end.

4.2.1 Tyler Internal Coordination & Planning

Prior to Project commencement, Tyler management staff assigns project manager(s). Tyler provides the Oswego CUSD 308 with initial Project documents used in gathering basic information, which aids in preliminary planning and scheduling. Oswego CUSD 308 participation in gathering requested information by provided deadlines ensures the Project moves forward in a timely fashion. Internally, the Tyler project manager(s) coordinate with sales to ensure transfer of vital information from the sales process prior to scheduling a Project Planning Meeting with the Oswego CUSD 308's team. During this step, Tyler will work with the Oswego CUSD 308 to establish the date(s) for the Project/Phase Planning session.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Tyler Internal Coordination & Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Assign Tyler project manager	A	R	I						I			I								
Provide initial Project documents to Client	A	I	R						C			I								
Sales to Implementation knowledge transfer	A	I	R						C											
Internal planning and phase coordination		A	R					C												

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4.2.2 System Infrastructure Planning

The Oswego CUSD 308 provides, purchases or acquires hardware according to hardware specifications provided by Tyler and ensures it is available at the Oswego CUSD 308's site. The Oswego CUSD 308 completes the system infrastructure audit, ensuring vital system infrastructure information is available to the Tyler implementation team, and verifies all hardware compatibility with Tyler solutions.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	System Infrastructure Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide system hardware specifications		I						R	A			I						C		
Make hardware available for Installation		I						C				A						R		
Install system hardware, if applicable		I						C				A						R		
Complete system infrastructure audit		I						C				A						R		

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4.2.3 Project/Phase Planning

Project and Phase planning provides an opportunity to review the contract, software, data conversions and services purchased, identify Applications to implement in each Phase (if applicable), and discuss implementation timeframes. The Tyler project manager(s) deliver an Implementation Management Plan, which is mutually agreeable by Oswego CUSD 308 and Tyler.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project/Phase Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform Project/Phase Planning		A	R								I	C	C			I				
Deliver implementation management plan		A	R									C	C	I						

4.2.4 Project Schedule

Client and Tyler will mutually develop an initial Project Schedule. The initial schedule includes, at minimum, enough detail to begin Project activities while the detailed Project Plan/schedule is being developed and refined.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Project Schedule																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop initial Project Schedule		A	R	I								C	I	I						
Deliver Project Plan and schedule for Project Phase		A	R	I						I	I	C	C	I	I	I				
Client reviews Project Plan & initial schedule			C							I	A	R	C	C		C				
Client approves Project Plan & initial schedule			I							I	A	R	C	C	I	I		I	I	I

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4.2.5 Stakeholder Presentation

Oswego CUSD 308 stakeholders join Tyler project manager(s) to communicate successful Project criteria, Project goals, Deliverables, a high-level milestone schedule, and roles and responsibilities of Project participants.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 1	Stakeholder Presentation																			
	TYLER								CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Present overview of Project Deliverables, Project Schedule and roles and responsibilities	A	R	I					I		I	I	C	I	I	I	I		I	I	I
Communicate successful Project criteria and goals			I							R	C	A	C	I	I	C	I	I		

4.2.6 Control Point 1: Initiate & Plan Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Assess & Define Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.2.6.1 Initiate & Plan Stage Deliverables

- Implementation Management Plan

  - Objective: Update and deliver baseline management plans to reflect the approach to the Oswego CUSD 308's Project.
  - Scope: The Implementation Management addresses how communication, quality control, risks/issues, resources and schedules, and Software Upgrades (if applicable) will be managed throughout the lifecycle of the Project.
  - Acceptance criteria: Oswego CUSD 308 reviews and acknowledges receipt of Implementation Management Plan.

- Project Plan/Schedule

  - Objective: Provide a comprehensive list of tasks, timelines and assignments related to the Deliverables of the Project.
  - Scope: Task list, assignments and due dates
  - Acceptance criteria: Oswego CUSD 308 acceptance of schedule based on Oswego CUSD 308 resource availability and Project budget and goals.

4.2.6.2 Initiate & Plan Stage Acceptance Criteria

- Hardware Installed
- System infrastructure audit complete and verified
- Implementation Management Plan delivered
- Project Plan/Schedule delivered; dates confirmed
- Stakeholder Presentation complete

4.3 Assess & Define (Stage 2)

The primary objective of Assess & Define is to gather information about current Oswego CUSD 308 business processes and translate the material into future business processes using Tyler Applications. Tyler uses a variety of methods for obtaining the information, all requiring Oswego CUSD 308 collaboration. The Oswego CUSD 308 shall provide complete and accurate information to Tyler staff for analysis and understanding of current workflows and business processes.

4.3.1 Fundamentals Review

Fundamentals Review provides functional leads and Power Users an overall understanding of software capabilities prior to beginning current and future state analysis. The primary goal is to provide a basic understanding of system functionality, which provides a foundation for upcoming conversations regarding future state processing. Tyler utilizes a variety of methods for completing fundamentals training including the use of eLearning, videos, documentation, and walkthroughs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Assess & Define																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Schedule fundamentals review & provide fundamentals materials & prerequisites, if applicable		A	R	I								C	I		I				I	
Complete fundamentals materials review and prerequisites			I									A	R		I				C	
Ensure all scheduled attendees are present			I	I							A	R	C		I					
Facilitate fundamentals review			A	R								I	I		I					

4.3.2 Current/Future State Analysis

Oswego CUSD 308 and Tyler evaluate current state processes, options within the new software, pros and cons of each option based on current or desired state, and make decisions about future state configuration and processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Current/Future State Analysis																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide Current/Future State analysis materials to the Oswego CUSD 308, as applicable		A	R	I								C	I		I					
Conduct Current & Future State analysis			A	R								I	C	I	C					
Provide pros and cons of Tyler software options			A	R								I	C	I	C					
Make Future State Decisions according to due date in the Project Plan			I	I						C	A	R	I	C	I					
Record Future State decisions			A	R								I	C	I	C					

4.3.3 Data Conversion Planning & Mapping

This entails the activities performed to prepare to convert data from the Oswego CUSD 308's Legacy System Applications to the Tyler system. Tyler staff and the Oswego CUSD 308 work together to complete Data Mapping for each piece of data (as outlined in the Agreement) from the Legacy System to a location in the Tyler system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Data Conversion Planning & Mapping																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review contracted data conversion(s) options			A	R	I							C	C		C			C		
Map data from Legacy System to Tyler system			I	C	I							A	C		C			R		
Pull conversion data extract			I		I							A	C		C			R		
Run balancing Reports for data pulled and provide to Tyler			I		I							A	C		R			I		
Review and approve initial data extract	A		I	C	R							I						I		
Correct issues with data extract, if needed			I	C	C							A	C		C			R		

4.3.4 Standard 3rd Party Data Exchange Planning

Standard Data Exchange tools are available to allow clients to get data in and out of the Tyler system with external systems. Data exchange tools can take the form of Imports and Exports, and Interfaces.

A Standard Interface is a real-time or automated exchange of data between two systems. This could be done programmatically or through an API. It is Tyler's responsibility to ensure the Tyler programs operate correctly. It is the Oswego CUSD 308's responsibility to ensure the third party program operates or accesses the data correctly.

The Oswego CUSD 308 and Tyler project manager(s) will work together to define/confirm which Data Exchanges are needed (if not outlined in the Agreement). Tyler will provide a file layout for each Standard Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Standard 3rd Party Data Exchange Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review Standard or contracted Data Exchanges			A	R								C	I		I			C		
Define or confirm needed Data Exchanges			I	C								A	C		C			R		

4.3.5 Modification Analysis & Specification, if contracted

Tyler staff conducts additional analysis and develops specifications based on information discovered during this Stage. The Oswego CUSD 308 reviews the specifications and confirms they meet Oswego CUSD 308's needs prior to acceptance. Out of Scope items or changes to specifications after acceptance may require a Change Request.

Tyler's intention is to minimize Modifications by using Standard functionality within the Application, which may require a Oswego CUSD 308 business process change. It is the responsibility of the Oswego CUSD 308 to detail all of their needs during the Assess and Define Stage. Tyler will write up specifications (for Oswego CUSD 308 approval) for contracted program Modifications. Upon approval, Tyler will make the agreed upon Modifications to the respective program(s). Once the Modifications have been delivered, the Oswego CUSD 308 will test and approve those changes during the Build and Validate Stage.

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STAGE 2	Modification Analysis & Specification, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Analyze contracted modified program requirements		A	C				R					C	C	I	C			C		
Develop specification document(s)	A		I	C			R					I	I		I			I		
Review specification document(s); provide changes to Tyler, if applicable			I	C			C					A	R	I	C			C		
Sign-off on specification document(s) and authorize work			I				I			A	R	C	I	I				C		

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4.3.6 Forms & Reports Planning

Oswego CUSD 308 and Tyler project manager(s) review Forms and Report needs. Items that may be included in the Agreement are either Standard Forms and Reports or known/included Modification(s). Items not included in the Agreement could be either Oswego CUSD 308-developed Reports or a newly discovered Modification that will require a Change Request.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	Forms & Reports Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review required Forms output			A	R									C	I	C			I		
Review and complete Forms options and submit to Tyler			I			I						A	R		C					
Review in Scope Reports			A	R								I	C		C					
Identify additional Report needs			I	C								A	R		C					
Add applicable tasks to Project schedule	A	R	I			C						C	I		I			I		

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4.3.7 System Deployment

The Tyler Technical Services team Installs Tyler Applications on the server (hosted or client-based) and ensures the platform operates as expected.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 2	System Deployment																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Install contracted software on server	A		I					R				I						C		
Ensure platform operates as expected	A		I					R				I						C		

4.3.8 Control Point 2: Assess & Define Stage Acceptance

Acceptance criteria for this Stage includes completion of all criteria listed below. Advancement to the Build & Validate Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.3.8.1 Assess & Define Stage Deliverables

- Completed analysis Questionnaire

    - Objective: Gather and document information related to Oswego CUSD 308 business processes for current/future state analysis as it relates to Tyler approach/solution.
    - Scope: Provide comprehensive answers to all questions on Questionnaire(s).
    - Acceptance criteria: Oswego CUSD 308 acceptance of completed Questionnaire based on thoroughness of capturing all Oswego CUSD 308 business practices to be achieved through Tyler solution.

- Data conversion summary and specification documents

    - Objective: Define data conversion approach and strategy.
    - Scope: Data conversion approach defined, data extract strategy, conversion and reconciliation strategy.
    - Acceptance criteria: Data conversion document(s) delivered to the Oswego CUSD 308, reflecting complete and accurate conversion decisions.

- Modification specification documents, if contracted

    - Objective: Provide comprehensive outline of identified gaps, and how the modified program meets the Oswego CUSD 308's needs.
    - Scope: Design solution for Modification.
    - Acceptance criteria: Oswego CUSD 308 accepts Modified Specification Document(s) and agrees that the proposed solution meets their requirements.

- Completed Forms options and/or packages

    - Objective: Provide specifications for each Oswego CUSD 308 in Scope form, Report and output requirements.
    - Scope: Complete Forms package(s) included in agreement and identify Report needs.
    - Acceptance criteria: Identify Forms choices and receive supporting documentation.

- Installation checklist

    - Objective: Installation of purchased Tyler software.
    - Scope: Tyler will conduct an initial coordination call, perform an installation of the software included in the Agreement, conduct follow up to ensure all tasks are complete, and complete server system administration training, unless the Oswego CUSD 308 is hosted.
    - Acceptance criteria: Tyler software is successfully installed and available to authorized users, Oswego CUSD 308 team members are trained on applicable system administration tasks.

4.3.8.2 Assess & Define Stage Acceptance Criteria

- Tyler software is installed.
- Fundamentals review is complete.
- Required Form information complete and provided to Tyler.
- Current/Future state analysis completed; Questionnaires delivered and reviewed.
- Data conversion mapping and extractions completed and provided to Tyler.

4.4 Build & Validate (Stage 3)

The objective of the Build & Validate Stage is to prepare the software for use in accordance with the Oswego CUSD 308's needs identified during the Assess and Define Stage, preparing the Oswego CUSD 308 for Final Testing and Training.

4.4.1 Configuration & Power User Training

Tyler staff collaborates with the Oswego CUSD 308 to complete software configuration based on the outputs of the future state analysis performed during the Assess and Define Stage. Tyler staff will train the Oswego CUSD 308 Power Users to prepare them for the Validation of the software. The Oswego CUSD 308 collaborates with Tyler staff iteratively to Validate software configuration.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

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STAGE 3	Build & Validate																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Perform configuration			A	R								I	R		I					
Power User process and Validation training			A	R								I	C	I	C					I
Validate configuration			I	C								A	C		R			C		

4.4.2 Data Conversion & Validation

Tyler completes an initial review of the converted data for errors. With assistance from the Oswego CUSD 308, the Tyler Data Conversion Team addresses items within the conversion program to provide the most efficient data conversion possible. With guidance from Tyler, the Oswego CUSD 308 reviews specific data elements within the system and identifies and Reports discrepancies in writing. Iteratively, Tyler collaborates with the Oswego CUSD 308 to address conversion discrepancies prior to acceptance.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

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STAGE 3	Data Conversion & Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Write and run data conversion program against Client data		A	I	C	R													C		
Complete initial review of data errors		A	I	C	R							I	I					C		
Review data conversion and submit needed corrections			I	C	I							A	C			R		C		
Revise conversion program(s) to correct error(s)		A	I	C	R							I	I			C		C		

4.4.3 Standard 3rd Party Data Exchange Validation

Tyler provides training on Data Exchange(s) and the Oswego CUSD 308 tests each Data Exchange.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Standard 3rd Party Data Exchange Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Train Data Exchange(s) processing in Tyler software			A	R								C	I	I	I			C	I	
Coordinate 3rd Party Data Exchange activities			I	I								A	C		C			R		
Test all Standard 3rd party Data Exchange(s)			I	C								A	C	I	R			C		

4.4.4 Modification Delivery & Validation, if contracted

Tyler delivers in Scope Modification(s) to the Oswego CUSD 308 for preliminary testing. Final acceptance will occur during the Final Testing and Training Stage.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Modification Delivery & Validation, if contracted																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop and deliver contracted modified program(s)	A	I	C	I			R					I	C	I	C			I		C
Test contracted modified program(s) in isolated database			I	C			C					A	C		R			C		
Report discrepancies between specification and delivered contracted modified program(s)			I	I			I					A	R		C			C		
Make corrections to contracted modified program(s) as required	A	I	C	I			R					I	C		C			I		

4.4.5 Forms & Reports Validation

Tyler provides training on Standard Forms/Reports and the Oswego CUSD 308 tests each Standard Form/Report.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 3	Forms & Reports Validation																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Standard Forms & Report training			A	R								I	C		C			I		
Test Standard Forms & Reports			I	C		C						A	C		R			C		

4.4.6 Control Point 3: Build & Validate Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Final Testing & Training Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.4.6.1 Build & Validate Stage Deliverables

- Initial data conversion

  - o Objective: Convert Legacy System data into Tyler system.
  - o Scope: Data conversion program complete; deliver converted data for review.
  - o Acceptance criteria: Initial error log available for review.

- Data conversion verification document

  - o Objective: Provide instructions to the Oswego CUSD 308 to verify converted data for accuracy.
  - o Scope: Provide self-guided instructions to verify specific data components in Tyler system.
  - o Acceptance criteria: Oswego CUSD 308 accepts data conversion delivery; Oswego CUSD 308 completes data issues log.

- Installation of Modifications on the Oswego CUSD 308's server(s) *except for hosted Clients

  - o Objective: Deliver Modification(s) in Tyler software.
  - o Scope: Program for Modification is complete and available in Tyler software, Modification testing.
  - o Acceptance criteria: Delivery of Modification(s) results in objectives described in the Oswego CUSD 308-signed specification.

- Standard Forms & Reports Delivered

  - o Objective: Provide Standard Forms & Reports for review.
  - o Scope: Installation of all Standard Forms & Reports included in the Agreement.
  - o Acceptance criteria: Standard Forms & Reports available in Tyler software for testing in Stage 4.

4.4.6.2 Build & Validate Stage Acceptance Criteria

- Application configuration completed.
- Standard Forms & Reports delivered and available for testing in Stage 4.
- Data conversions (except final pass) delivered.
- Standard 3rd party Data Exchange training provided.
- Modifications delivered and available for testing in Stage 4.
- The Oswego CUSD 308 and Tyler have done a review of primary configuration areas to Validate completeness and readiness for testing and acceptance in Stage 4.

4.5　Final Testing & Training (Stage 4)

During Final Testing and Training, Tyler and the Oswego CUSD 308 review the final Cutover plan. A critical Project success factor is the Oswego CUSD 308 understanding the importance of Final Testing and Training and dedicating the resources required for testing and training efforts in order to ensure a successful Production Cutover.

4.5.1　Cutover Planning

Oswego CUSD 308 and Tyler project manager(s) discuss final preparations and critical dates for Production Cutover. Tyler delivers a Production Cutover Checklist to outline Cutover tasks to help prepare the Oswego CUSD 308 for success.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	Cutover Planning																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Cutover Planning Session		A	R	C							I	C	C	C	C			C	C	
Develop Production Cutover Checklist		A	R	C						I	I	C	C	I	I			C		

4.5.2 User Acceptance Testing (UAT)

The Oswego CUSD 308 performs User Acceptance Testing to verify software readiness for day-to-day business processing. Tyler provides a Test Plan for users to follow to ensure proper Validation of the system.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	User Acceptance Testing (UAT)																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Deliver Test Plan for User Acceptance Testing		A	R	C								I	I							
Perform User Acceptance Testing			I	C						A	R	C	C	C	I	I	C	I		
Accept modified program(s), if applicable			I	I			I			A	R	C	I	C				C		
Validate Report performance			I	C	C						A	C		R				C		

4.5.3 End User Training

End Users attend training sessions to learn how to utilize Tyler software. Training focuses primarily on day-to-day Oswego CUSD 308 processes that will be delivered via group training, webinar, eLearnings and/or live training sessions.

Unless stated otherwise in the Agreement, Tyler provides one occurrence of each scheduled training or implementation topic with up to the maximum number of users as defined in the Agreement, or as otherwise mutually agreed. Oswego CUSD 308 users who attended the Tyler sessions may train any Oswego CUSD 308 users not able to attend the Tyler sessions or additional sessions may be contracted at the applicable rates for training.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 4	End User Training																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Conduct user training sessions			A	R								C	I		I	I		I	I	
Conduct additional End User training sessions			I							I	A	C	I	R	I	I	I	I		

4.5.4 Control Point 4: Final Testing & Training Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Production Cutover Stage is dependent upon Tyler's receipt of the Stage Acceptance.

4.5.4.1 Final Testing & Training Stage Deliverables

- Production Cutover checklist

  - o Objective: Provide a detailed checklist outlining tasks necessary for production Cutover.
  - o Scope: Dates for final conversion, date(s) to cease system processing in Legacy System, date(s) for first processing in Tyler system, contingency plan for processing.
  - o Acceptance criteria: Definition of all pre-production tasks, assignment of owners and establishment of due dates.

- User Acceptance Test Plan

  - o Objective: Provide testing steps to guide users through testing business processes in Tyler software.
  - o Scope: Testing steps for Standard business processes.
  - o Acceptance criteria: Testing steps have been provided for Standard business processes.

4.5.4.2 Final Testing & Training Stage Acceptance Criteria

- Production Cutover Checklist delivered and reviewed.
- Modification(s) tested and accepted, if applicable.
- Standard 3rd party Data Exchange programs tested and accepted.
- Standard Forms & Reports tested and accepted.
- User acceptance testing completed.
- End User training completed.

4.6   Production Cutover (Stage 5)

Oswego CUSD 308 and Tyler resources complete tasks as outlined in the Production Cutover Plan and the Oswego CUSD 308 begins processing day-to-day business transactions in the Tyler software. Following Production Cutover, the Oswego CUSD 308 transitions to the Tyler support team for ongoing support of the Application.

4.6.1 Final Data Conversion, if applicable

The Oswego CUSD 308 provides final data extract and Reports from the Legacy System for data conversion and Tyler executes final data conversion. The Oswego CUSD 308 may need to manually enter into the Tyler system any data added to the Legacy System after final data extract.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Final Data Conversion, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Provide final data extract			C		I					I	A	C	I	I	I	I	R			
Provide final extract balancing Reports			I		I						A	C		R				I		
Convert and deliver final pass of data	A	I	I	R								I	I		I			C		
Validate final pass of data			I	C	C						I	A	C		R			C		
Load final conversion pass to Production environment			I		I						I	A	C	I	C			R		

4.6.2 Production Processing & Assistance

Tyler staff collaborates with the Oswego CUSD 308 during Production Cutover activities. The Oswego CUSD 308 transitions to Tyler software for day-to day business processing.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Production Processing & Assistance																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Production processing			C	C						I	I	A	R	R	R	R	R	R	I	I
Provide production assistance			A	R				C				I	C	C	C	C	C	C		

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4.6.3 Transition to Tyler Support

Tyler project manager(s) introduce the Oswego CUSD 308 to the Tyler Support team, who provides the Oswego CUSD 308 with day-to-day assistance following Production Cutover.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Transition to Tyler Support																		
	TYLER								CLIENT									
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Develop internal support plan			I							A	R	C	C	C	C		C	C	C
Conduct transfer to Support meeting	A	I	C					R			C	C	C	C	I	I	C	I	I

4.6.4 Schedule Post-Production Services, if applicable

Tyler provides post-production services if included in the Agreement. Prior to scheduling services, the Tyler project manager(s) collaborate with Oswego CUSD 308 project manager(s) to identify needs.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 5	Schedule Post-Production Services, if applicable																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Identify topics for post-production services		C	C									A	R	I	C				I	
Schedule services for post-production topics	A	R	I									C	C	I	C				I	

4.6.5 Control Point 5: Production Cutover Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. Advancement to the Phase/Project Closure Stage is dependent upon Tyler's receipt of this Stage Acceptance.

4.6.5.1 Production Cutover Stage Deliverables

- Final data conversion, if applicable

  - Objective: Ensure (in Scope) Legacy System data is available in Tyler software in preparation for production processing.
  - Scope: Final passes of all conversions completed in this Phase.
  - Acceptance criteria: Data is available in production environment.

- Support transition documents

  - Objective: Define strategy for on-going Tyler support.
  - Scope: Define support strategy for day-to-day processing, conference call with Oswego CUSD 308 Project Manager(s) and Tyler support team, define roles and responsibilities, define methods for contacting support.
  - Acceptance criteria: the Oswego CUSD 308 receives tools to contact support and understands proper support procedures.

4.6.5.2 Production Cutover Stage Acceptance Criteria

- Final data conversion(s) delivered.
- Processing is being done in Tyler production.
- Transition to Tyler support is completed.
- Post-live services have been scheduled, if applicable.

4.7 Phase/Project Closure (Stage 6)

Project or Phase closure signifies full implementation of all products purchased and encompassed in the Phase or Project. The Oswego CUSD 308 moves into the next cycle of their relationship with Tyler (next Phase of implementation or long-term relationship with Tyler Support).

4.7.1 Close Phase/Project

The Oswego CUSD 308 and Tyler project manager(s) review the list of outstanding Project activities and develop a plan to address them. The Tyler project manager(s) review the Project budget and status of each contract Deliverable with the Oswego CUSD 308 project manager(s) prior to closing the Phase or Project.

RACI MATRIX KEY: **R** = Responsible **A** = Accountable **C** = Consulted **I** = Informed

STAGE 6	Close Phase/Project																			
	TYLER									CLIENT										
TASKS	Tyler Executive Manager	Tyler Implementation Manager	Tyler Project Manager	Tyler Implementation Consultant	Tyler Data Conversion Experts	Tyler Forms & Reports Experts	Tyler Modification Programmers	Tyler Technical Support	Tyler Sales	Client Executive Sponsor	Client Steering Committee	Client Project Manager	Client Functional Leads	Client Change Management Leads	Client Power Users	Client Department Heads	Client End Users	Client Technical Leads	Client Project Toolset Coordinator	Client Upgrade Coordinator
Review outstanding Project activities and develop action plan		A	R	C								C	C	I	C	I		C		
Review Project budget and status of contract Deliverables		A	R							I	I	C								

4.7.2 Control Point 6: Phase/Project Closure Stage Acceptance

Acceptance criteria for this Stage includes all criteria listed below. This is the final acceptance for the Phase/Project.

4.7.2.1 Phase/Project Closure Stage Deliverables

- Phase/Project reconciliation report

    - Objective: Provide comparison of contract Scope and Project budget.
    - Scope: Contract Scope versus actual, analysis of services provided and remaining budget, identify any necessary Change Requests or Project activity.
    - Acceptance criteria: Acceptance of services and budget analysis and plan for changes, if needed.

4.7.2.2 Phase/Project Closure Stage Acceptance Criteria

- Outstanding Phase or Project activities have been documented and assigned.
- Phase/final Project budget has been reconciled.
- Tyler Deliverables for the Phase/Project are complete.

5 Roles and Responsibilities

5.1 Tyler Roles and Responsibilities

Tyler assigns project manager(s) prior to the start of each Phase of the Project. The project manager(s) assign additional Tyler resources as the schedule develops and as needs arise. One person may fill multiple project roles.

5.1.1 Tyler Executive Management

- Provides clear direction for Tyler staff on executing on the Project Deliverables to align with satisfying the Oswego CUSD 308's overall organizational strategy.
- Authorizes required project resources.
- Resolves all decisions and/or issues not resolved at the implementation management level as part of the escalation process.
- Offers additional support to the project team and is able to work with other Tyler department managers in order to escalate and facilitate implementation project tasks and decisions.
- Acts as the counterpart to the Oswego CUSD 308's executive sponsor.

5.1.2 Tyler Implementation Management

- Acts as the counterpart to the Oswego CUSD 308 steering committee.
- Assigns initial Tyler project personnel.
- Works to resolve all decisions and/or issues not resolved at the Project Management level as part of the escalation process.
- Attends Oswego CUSD 308 steering committee meetings as necessary.
- Provides support for the project team.
- Provides management support for the Project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.

5.1.3 Tyler Project Manager

The Tyler project manager(s) provides oversight of the Project, coordination of resources between departments, management of the project budget and schedule, effective risk and issue management, and is the primary point of contact for all Project related items.

- Contract Management

  o Validates contract compliance throughout the Project.
  o Ensures Deliverables meet contract requirements.
  o Acts as primary point of contact for all contract and invoicing questions.
  o Prepares and presents contract milestone sign-offs for acceptance by Oswego CUSD 308 project manager(s).
  o Coordinates Change Requests, if needed, to ensure proper Scope and budgetary compliance.

- Planning

- o Update and deliver Implementation Management Plan.
- o Defines project tasks and resource requirements.
- o Develops initial project schedule and full scale Project Plan.
- o Collaborates with Oswego CUSD 308 project manager(s) to plan and schedule project timelines to achieve on-time implementation.

- Implementation Management

- o Tightly manages Scope and budget of Project; establishes process and approval matrix with the Oswego CUSD 308 to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
- o Establishes and manages a schedule and resource plan that properly supports the Project Plan that is also in balance with Scope/budget.
- o Establishes risk/issue tracking/reporting process between the Oswego CUSD 308 and Tyler and takes all necessary steps to proactively mitigate these items or communicates with transparency to the Oswego CUSD 308 any items that may impact the outcomes of the Project.
- o Collaborates with the Oswego CUSD 308's project manager(s) to establish key business drivers and success indicators that will help to govern project activities and key decisions to ensure a quality outcome of the project.
- o Sets a routine communication plan that will aide all project team members, of both the Oswego CUSD 308 and Tyler, in understanding the goals, objectives, current status and health of the project.

- Team Management

- o Acts as liaison between project team and Tyler manager(s).
- o Identifies and coordinates all Tyler resources across all applications, Phases, and activities including development, forms, installation, reports, implementation, and billing.
- o Provides direction and support to project team.
- o Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
- o Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
- o Assesses team performance and adjusts as necessary.
- o Interfaces closely with Tyler developers to coordinate program Modification activities.
- o Coordinates with in Scope 3rd party providers to align activities with ongoing project tasks.

5.1.4 Tyler Implementation Consultant

- Completes tasks as assigned by the Tyler project manager(s).
- Performs problem solving and troubleshooting.
- Follows up on issues identified during sessions.
- Documents activities for on site services performed by Tyler.
- Provides conversion Validation and error resolution assistance.
- Recommends guidance for testing Forms and Reports.
- Tests software functionality with the Oswego CUSD 308 following configuration.
- Assists during Production Cutover process and provides production support until the Oswego CUSD 308 transitions to Tyler Support.

- Provides product related education.
- Effectively facilitates training sessions and discussions with Oswego CUSD 308 and Tyler staff to ensure adequate discussion of the appropriate agenda topics during the allotted time.
- Conducts training (configuration, process, conversion Validation) for Power Users and the Oswego CUSD 308's designated trainers for End Users.
- Clearly documents homework tasks with specific due dates and owners, supporting and reconciling with the final Project Plan.
- Keeps Tyler project manager(s) proactively apprised of any and all issues which may result in the need for additional training, change in schedule, change in process decisions, or which have the potential to adversely impact the success of the Project prior to taking action.

5.1.5 Tyler Sales

- Provide sales background information to Implementation during Project initiation.
- Support Sales transition to Implementation.
- Provide historical information, as needed, throughout implementation.

5.1.6 Tyler Software Support

- Manages incoming client issues via phone, email, and online customer incident portal.
- Documents and prioritizes issues in Tyler's Customer Relationship Management (CRM) system.
- Provides issue analysis and general product guidance.
- Tracks issues and tickets to timely and effective resolution.
- Identifies options for resolving reported issues.
- Reports and escalates defects to Tyler Development.
- Communicates with the Oswego CUSD 308 on the status and resolution of reported issues.

5.2 Oswego CUSD 308 Roles and Responsibilities

Oswego CUSD 308 resources will be assigned prior to the start of each Phase of the project. One person may be assigned to multiple project roles.

5.2.1 Oswego CUSD 308 Executive Sponsor

- Provides clear direction for the Project and how the Project applies to the organization's overall strategy.
- Champions the Project at the executive level to secure buy-in.
- Authorizes required Project resources.
- Resolves all decisions and/or issues not resolved at the Oswego CUSD 308 steering committee level as part of the escalation process.
- Actively participates in organizational change communications.

5.2.2 Oswego CUSD 308 Steering Committee

- Works to resolve all decisions and/or issues not resolved at the project manager level as part of the escalation process.
- Attends all scheduled steering committee meetings.

- Provides support for the project team.
- Assists with communicating key project messages throughout the organization.
- Prioritizes the project within the organization.
- Provides management support for the project to ensure it is staffed appropriately and staff have necessary resources.
- Monitors project progress including progress towards agreed upon goals and objectives.
- Has the authority to approve or deny changes impacting the following areas:

  o Cost
  o Scope
  o Schedule
  o Project Goals
  o Oswego CUSD 308 Policies

5.2.3 Oswego CUSD 308 Project Manager

The Oswego CUSD 308 shall assign project manager(s) prior to the start of this Project with overall responsibility and authority to make decisions related to project Scope, scheduling, and task assignment, and communicates decisions and commitments to the Tyler project manager(s) in a timely and efficient manner. When the Oswego CUSD 308 project manager(s) do not have the knowledge or authority to make decisions, he or she engages the correct resources from Oswego CUSD 308 to participate in discussions and make decisions in a timely fashion to avoid Project delays.

- Contract Management

  o Validates contract compliance throughout the Project.
  o Ensures invoicing and Deliverables meet contract requirements.
  o Acts as primary point of contact for all contract and invoicing questions.
  o Signs off on contract milestone acknowledgment documents.
  o Collaborates on and approves Change Requests, if needed, to ensure proper Scope and budgetary compliance.

- Planning

  o Review and acknowledge Implementation Management Plan.
  o Defines project tasks and resource requirements for Oswego CUSD 308 project team.
  o Collaborates in the development and approval of the initial Project Plan and Project Plan.
  o Collaborates with Tyler project manager(s) to plan and schedule Project timelines to achieve on-time implementation.

- Implementation Management

  o Tightly manages Project budget and Scope and collaborates with Tyler project manager(s) to establish a process and approval matrix to ensure Scope changes and budget planned versus actual are transparent and handled effectively and efficiently.
  o Collaborates with Tyler project manager to establish and manage a schedule and resource plan that properly supports the Project Plan, as a whole, that is also in balance with Scope/budget.
  o Collaborates with Tyler Project manager(s) to establishes risk/issue tracking/reporting process between the Oswego CUSD 308 and Tyler and takes all necessary steps to proactively

mitigate these items or communicates with transparency to Tyler any items that may impact the outcomes of the Project.

- o Collaborates with Tyler Project manager(s) to establish key business drivers and success indicators that will help to govern Project activities and key decisions to ensure a quality outcome of the Project.
- o Routinely communicates with both Oswego CUSD 308 staff and Tyler, aiding in the understanding of goals, objectives, current status, and health of the Project by all team members.

- Team Management

  - o Acts as liaison between project team and stakeholders.
  - o Identifies and coordinates all Oswego CUSD 308 resources across all modules, Phases, and activities including data conversions, forms design, hardware and software installation, reports building, and satisfying invoices.
  - o Provides direction and support to project team.
  - o Builds partnerships among the various stakeholders, negotiating authority to move the Project forward.
  - o Manages the appropriate assignment and timely completion of tasks as defined in the Project Plan, task list, and Production Cutover Checklist.
  - o Assesses team performance and takes corrective action, if needed.
  - o Provides guidance to Oswego CUSD 308 technical teams to ensure appropriate response and collaboration with Tyler Technical Support Teams to ensure timely response and appropriate resolution.
  - o Coordinates in Scope 3rd party providers to align activities with ongoing Project tasks.

5.2.4 Oswego CUSD 308 Functional Leads

- Makes business process change decisions under time sensitive conditions.
- Communicates existing business processes and procedures to Tyler consultants.
- Assists in identifying business process changes that may require escalation.
- Attends and contributes business process expertise for current/future state analysis sessions.
- Identifies and includes additional subject matter experts to participate in Current/Future State Analysis sessions.
- Provides business process change support during Power User and End User training.
- Completes performance tracking review with client project team on End User competency on trained topics.
- Provides Power and End Users with dedicated time to complete required homework tasks.
- Act as an ambassador/champion of change for the new process.
- Identifies and communicates any additional training needs or scheduling conflicts to Oswego CUSD 308 project manager.
- Prepares and Validates Forms.
- Actively participates in all aspects of the implementation, including, but not limited to, the following key activities:

  - o Task completion
  - o Stakeholder Presentation
  - o Implementation Management Plan development
  - o Schedule development

- o Maintenance and monitoring of risk register
- o Escalation of issues
- o Communication with Tyler project team
- o Coordination of Oswego CUSD 308 resources
- o Attendance at scheduled sessions
- o Change Management activities
- o Modification specification, demonstrations, testing and approval assistance
- o Conversion Analysis and Verification Assistance
- o Decentralized End User Training
- o Process Testing
- o User Acceptance Testing

5.2.5 Oswego CUSD 308 Power Users

- Participate in Project activities as required by the project team and project manager(s).
- Provide subject matter expertise on Oswego CUSD 308 business processes and requirements.
- Act as subject matter experts and attend current/future state and validation sessions as needed.
- Attend all scheduled training sessions.
- Participate in all required post-training processes as needed throughout Project.
- Participate in Conversion Validation.
- Test all Application configuration to ensure it satisfies business process requirements.
- Become Application experts.
- Participate in User Acceptance Testing.
- Adopt and support changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Demonstrate competency with Tyler products processing prior to Production Cutover.
- Provide knowledge transfer to Oswego CUSD 308 staff during and after implementation.

5.2.6 Oswego CUSD 308 End Users

- Attend all scheduled training sessions.
- Become proficient in Application functions related to job duties.
- Adopt and utilize changed procedures.
- Complete all Deliverables by the due dates defined in the Project Plan.
- Utilize software to perform job functions at and beyond Production Cutover.

5.2.7 Oswego CUSD 308 Technical Support

- Coordinates updates and releases with Tyler as needed.
- Coordinates the copying of source databases to training/testing databases as needed for training days.
- Extracts and transmits conversion data and control reports from Oswego CUSD 308's Legacy System per the conversion schedule set forth in the Project Plan.
- Coordinates and adds new users and printers and other Peripherals as needed.
- Validates all users understand log-on process and have necessary permission for all training sessions.
- Coordinates Interface development for Oswego CUSD 308 third party Data Exchanges.

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- Develops or assists in creating Reports as needed.
- Ensures onsite system hardware meets specifications provided by Tyler.
- Assists with software Installation as needed.

5.2.8 Oswego CUSD 308 Upgrade Coordinator

- Becomes familiar with the Software Upgrade process and required steps.
- Becomes familiar with Tyler's releases and updates.
- Utilizes Tyler Community to stay abreast of the latest Tyler releases and updates, as well as the latest helpful tools to manage the Oswego CUSD 308's Software Upgrade process.
- Assists with the Software Upgrade process during implementation.
- Manages Software Upgrade activities post-implementation.
- Manages Software Upgrade plan activities.
- Coordinates Software Upgrade plan activities with Oswego CUSD 308 and Tyler resources.
- Communicates changes affecting users and department stakeholders.
- Obtains department stakeholder sign-offs to upgrade production environment.

5.2.9 Oswego CUSD 308 Project Toolset Coordinator

- Ensures users have appropriate access to Tyler project toolsets such as Tyler University, Tyler Community, Tyler Product Knowledgebase, SharePoint, etc.
- Conducts training on proper use of toolsets.
- Validates completion of required assignments using toolsets.

5.2.10   Oswego CUSD 308 Change Management Lead

- Validates users receive timely and thorough communication regarding process changes.
- Provides coaching to supervisors to prepare them to support users through the project changes.
- Identifies the impact areas resulting from project activities and develops a plan to address them proactively.
- Identifies areas of resistance and develops a plan to reinforce the change.
- Monitors post-production performance and new process adherence.

6   Glossary

Word or Term	Definition
Application	A computer program designed to perform a group of coordinated functions, tasks or activities for the benefit of the user.
Change Control	A systematic approach for managing change governing how Change Requests will be received, assessed and acted on.
Change Management	An approach for ensuring that changes are thoroughly and smoothly implemented and that the lasting benefits of change are achieved. The focus is on the global impact of change with an intense focus on people and how individuals and teams move from the current situation to the new one.
Change Request	A form used as part of the Change Control process whereby changes in the Scope of work, timeline, resources, and/or budget are revised and agreed upon by participating parties.
Consumables	Items that are used on a recurring basis, usually by Peripherals. Examples: paper stock or scanner cleaning kits.
Control Point	Occurring at the end of each Stage, the Control Point serves as a formal client review point. Project progress cannot continue until the client acknowledges the agreed upon Deliverables of the Stage have been met or agree on an action plan to make the Deliverable acceptable and move to next Stage while executing final steps of current Stage.
Cutover	The point when a client begins using Tyler software in production.
Data Exchange	A term used to reference Imports and Exports, and Interfaces which allow data to be exchanged between an external system and Tyler software.
Data Mapping	The process of mapping fields from the Legacy System to the appropriate location in the new system from one or more sources.
Deliverable	A tangible or intangible object/document produced as a result of the Project that is intended to be delivered to a client (either internal or external) or vendor at a specific time.
End User	The person for whom the software is designed to use on a day-to-day basis.
Forms	A document which is typically printed on a template background and only captures data for one record per page. Forms are provided to entity customers whether internal (employees) or external (citizens).
Imports and Exports	A process within the system that a user is expected to run to consume (Import) or produce (Export) a specifically defined file format/layout.
Interface	A real-time or automated exchange of data between two systems.

Install	References the initial installation of software files on client services and preparing the software for use during configuration. The version currently available for general release will always be used during the initial install.
Legacy System	The system from which a client is converting.
Modification	Modification of software program package to provide individual client requirements documented within the Scope of the Agreement.
Peripherals	An auxiliary device that connects to and works with the computer in some way. Examples: mouse, keyboard, scanner, external drive, microphone, speaker, webcam, and digital camera.
Phase	A portion of the Project in which specific set of related products are typically implemented. Phases each have an independent start, Production Cutover and closure dates but use the same Implementation Plans as other Phases within the Project. Phases may overlap or be sequential and may have the same Tyler project manager and Tyler project team or different individuals assigned.
Power User	An experienced client person or group who is (are) an expert(s) in the client business processes, as well as knowledgeable in the requirements and acceptance criteria.
Project	The Project includes all implementation activity from Plan & Initiate to Closure for all products, Applications and functionality included in a single Agreement. The Project may be broken down into multiple Phases.
Project Plan	The Project Plan serves as the master blueprint for the Project. As developed, the Project schedule will become a part of the Project Plan and outline specific details regarding tasks included in the Project Plan.
Project Planning Meeting	Occurs during the Plan & Initiate Stage to coordinate with the Client project manager to discuss Scope, information needed for project scheduling and resources.
Questionnaire	A document containing a list of questions to be answered by the client for the purpose of gathering information needed by Tyler to complete the implementation.
RACI	A chart describing level of participation by various roles in completing tasks or Deliverables for a Project or process. Also known as a responsibility assignment matrix (RAM) or linear responsibility chart (LRC).
Reports	Formatted to return information related to multiple records in a structured format. Information is typically presented in both detail and summary form for a user to consume.
Scope	Products and services that are included in the Agreement.

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Software Upgrade	References the act of updating software files to a newer software release.
Stage	The top-level components of the WBS. Each Stage is repeated for individual Phases of the Project and requires acknowledgement before continuing to the next Stage. Some tasks in the next Stage may begin before the prior Stage is complete.
Stakeholder Presentation	Representatives of the Tyler implementation team will meet with key client representatives to present high level Project expectations and outline how Tyler and the Client can successfully partner to create an environment for a successful implementation.
Standard	Included in the base software (out of the box) package.
Statement of Work (SOW)	Document which will provide supporting detail to the Agreement defining Project -specific activities and Deliverables Tyler will provide to the client.
Test Plan	Describes the testing process. Includes "Test Cases" to guide the users through the testing process. Test cases are meant to be a baseline for core processes; the client is expected to supplement with client specific scenarios and processes.
Validation (or to validate)	The process of testing and approving that a specific Deliverable, process, program or product is working as expected.
Work Breakdown Structure (WBS)	A hierarchical representation of a Project or Phase broken down into smaller, more manageable components.

7 Infinite Visions Conversion Summary

7.1 General Ledger

- Full Chart of Accounts Listing, Descriptions, and Corresponding Account Types
- Element (Segment) Values and Descriptions

7.2 Purchasing & Accounts Payable

- Vendor master information, address, primary contact
- 1099 balances provided by client for current calendar year (if mid-calendar year go-live)

7.3 Payroll & Human Resources

- Basic employee information – employee master, address, primary contact, standard dates (i.e., hire, birth, leave, termination), standard phones (i.e., work, home, cell)
- Direct Deposit Bank Information
- Federal and State Tax Withholding Information

AMENDMENT

This amendment ("Amendment") is made this _21_ day of _March_ 2019 ("Effective Date") by and between Tyler Technologies, Inc. with offices at One Tyler Drive, Yarmouth, Maine 04096 ("Tyler") and the Community Unit School District 308 with offices at 4175 Route 71, Oswego, Illinois 60543 ("Client").

WHEREAS, Tyler and Client are parties to an agreement dated _March 21, 2019_ ("Agreement"); and

WHEREAS, Tyler and Client desire to amend the Agreement;

NOW THEREFORE, in consideration of the mutual promises hereinafter contained, Tyler and Client agree as follows:
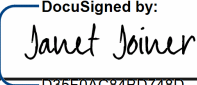
1. The services set forth in the investment summary attached hereto as Exhibit 1 ("Investment Summary") are hereby added to the Agreement.

2. The fees set forth in the Investment Summary shall be invoiced by Tyler and payable by Client as follows:

   a. Tyler Software.

      i. *SaaS Fees*: SaaS fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of the Agreement. The annual SaaS fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, the annual SaaS fees will be at Tyler's then-current rates.

      ii. *Hosting Fees*: Hosting fees are invoiced on an annual basis, beginning on the commencement of the initial term as set forth in Section F(1) of the Agreement. The annual hosting fees for the initial term are set forth in the Investment Summary. Upon expiration of the initial term, the annual hosting fees will be at Tyler's then-current rates.

   b. Professional Services.

      i. *Implementation and Other Professional Services*: Implementation and other professional services are billed and invoiced as delivered in increments of four (4) hours and eight (8) hours, or the equivalent of a half day and a full day. For any day in which an excess of eight (8) billable hours are delivered to Client, each hour in excess of eight (8) will be invoiced individually.

      ii. *Conversions*: Fixed-fee conversions are invoiced 50% upon initial delivery of the converted data, by conversion option, and 50% upon Client acceptance to load the converted data into Live/Production environment, by conversion option. Where conversions are quoted as estimated, Tyler will bill Client the actual services delivered on a time and materials basis.

      iii. *Other Fixed Price Services*: Other fixed price services are invoiced upon complete delivery of the service. For the avoidance of doubt, where "Project Management" services are provided, payment will be due upon delivery of the Implementation Planning document.

      iv. *Training Services:* Fees for training services will be invoiced as follows:
         $19,413.33 on the Effective Date
         $22,126.93 one (1) year from the Effective Date
         $20,770.67 two (2) years from the Effective Date

   c. Expenses. The service rates in the Investment Summary do not include travel expenses. Expenses will be billed as incurred and only in accordance with Tyler's then-current Business Travel Policy, plus a 10%

travel agency processing fee. Copies of receipts will be provided upon request; Tyler reserves the right to charge Client an administrative fee depending on the extent of Client's requests. Receipts for miscellaneous items less than twenty-five dollars and mileage logs are not available.

3. The Third Party Terms attached hereto as Exhibit 2 apply to Client's use of the SaaS and hosting services set forth in the Investment Summary, and are hereby incorporated into the Agreement.

4. This Amendment shall be governed by and construed in accordance with the terms and conditions of the Agreement.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the dates set forth below.

Tyler Technologies, Inc.   Community Unit School District 308

By: _Janet Joiner_   By: _Christi Tyler_
    DocuSigned by:
    D35F0AC84BD748D...

Name: Janet Joiner   Name: _Christi Tyler_
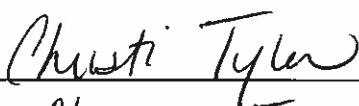
Title: Vice President, Finance-LGD Division   Title: _Chief Financial Officer /CSBO_

Date: 3/22/2019   Date: _March 21, 2019_

Exhibit 1:

Investment Summary

Client: Oswego CUSD 308, IL

Enrollment (approx.): 17,548

Sales Rep: Jeff Warren

SaaS and Hosting Fees	Quantity		Price	Extended	Discount	This Year Total	Year 2	Year 3	Year 4	Year 5
Tyler SIS SaaS	1		$117,747.08	$117,747.08	$ -	$117,747.08	$121,279.49	$124,917.88	128,665.41	132,525.38
Online Registration SaaS	1		29,480.64	29,480.64	-	29,480.64	30,365.06	31,276.01	32,214.29	33,180.72
IW-Dashboard SaaS	1		17,548.00	17,548.00	-	17,548.00	18,074.44	18,616.67	19,175.17	19,750.43
Tyler SIS Hosting	1		39,483.00	39,483.00	-	39,483.00	40,667.49	41,887.51	43,144.14	44,438.46
E-Learning SaaS -Included	1		-	-		-	-	-	-	-
Tyler University SaaS-Free for Year One Only	1		5,264.40	5,264.40	5,264.40	-	-	-	-	-
Less Tyler School Bundle Competitive Software Discount	1		(74,149.07)	(74,149.07)		(74,149.07)	(76,373.54)	(78,664.75)	(81,024.69)	(83,455.43)
Subtotal: SaaS and Hosting				$135,374.05	5,264.40	$130,109.65	$134,012.94	$138,033.33	142,174.33	146,439.56

Services Fees	Quantity		Price	Extended	Discount	This Year Total	Year 2	Year 3	Year 4	Year 5
Project Management	1		26,322.00	26,322.00		26,322.00				
Training Services (Onsite and Webinars TBD)** 3 Year Payment Plan	53	Days	67,840.00	67,840.00		22,613.33	25,326.93	23,970.67		
Tyler Training Discount	56	Hours	160.00	(8,960.00)		(3,200.00)	(3,200.00)	(3,200.00)		
IW-Dashboard Training and Implementation	56	Hours	160.00	8,960.00		8,960.00				
Tyler SIS Solution – Data Conversion	1		20,004.72	20,004.72		20,004.72				
Setup / Bandwidth Testing	1		500.00	500.00		500.00				
Subtotal: Services				$114,666.72		75,200.05	22,126.93	20,770.67	$ -	$ -

Total Fees: $205,309.70 $156,139.87 $158,804.00   142,174.33   146,439.56

Training:
Group web training will be provided at no additional cost shown for the hours listed above
Onsite training available at a rate of $160 per hour plus travel expenses

**Estimated Travel Expenses $ 12,245.00
(Actual training and travel fees invoiced as completed)

Exhibit 2
Third Party Terms

End User License Agreement for Progress Telerik UI for ASP.NET AJAX

(Last Updated September 13, 2017)

1. <u>License Grant</u>. Subject to the terms of this End User License Agreement ("EULA"), You are granted a limited, nontransferable, royalty-free license to use for Internal Business Purposes only the Telerik computer software identified as Progress Telerik UI for ASP.NET AJAX and any updates, upgrades, modifications and error corrections thereto provided by Tyler (the "Programs") and any accompanying documentation (the "Documentation", together with the Programs, collectively the "Software") (i) in object code form only; and (ii) as embedded within the Tyler Software.

2. <u>Prohibition on Distribution</u>. You are prohibited from distributing the Programs outside of the Community Unit School District 308 in Illinois.

3. <u>Limitation of Liability</u>. The liability of Tyler's licensors and suppliers is hereby limited to the maximum extent permitted by applicable law.

4. <u>Source Code</u>. You are prohibited from attempting to disassemble the code, or attempt in any manner to reconstruct, discover, reuse or modify any source code or underlying algorithms of the Programs, except to the limited extent as is permitted by law notwithstanding contractual prohibition.

DLS Copy

4-29-04;10:09AM;OSWEGO ADMIN CENTER   ;630 554 2168   # 2/ 6

Finance Contract 4/29/04

SUNGARD PENTAMATION INC.

ADDENDUM

Name and Address of Client:
Oswego Community Unit School District #308
4175 Route 71
Oswego, IL 60543
Contact: Mike Francis
Telephone: 630-554-3447
Fax: (630) -554-2168

Licensor:
SunGard Pentamation Inc
3 West Broad Street, Suite 1
Bethlehem, PA 18018
Telephone: (610) 691-3616
Fax: (610) 861-9323

1. SunGard Pentamation and Client agree to amend their existing agreement, dated Year 1996, to add the following as attached hereto and part of this Agreement.

Products and Services:
   Appendix 1 – Licensed Software, Training and Support
   Appendix 2 – Implementation Services
   Appendix 3 – Hardware Equipment/Services

All terms and conditions of the existing agreement shall remain in effect (with the exception of prices and payment terms indicated herein). Payment terms are as follows: 25% will be due upon execution of agreement. 75% due upon delivery of software. The Initial Maintenance and Support term shall be for a period of one year commencing upon execution of this Agreement. Pentamation may refer services under this addendum to Pentasun Professional Services LLC. Pentasun contractors will adhere to the terms of this contract and to the same policies and standards as SunGard Pentamation staff. Pentasun contractors will contact the Client only after a referral from SunGard Pentamation management. If services are provided by a Pentasun consultant, Client organization will be invoiced for those services and any associated reimbursable expenses directly by Pentasun.

IN WITNESS WHEREOF AND INTENDING TO BE LEGALLY BOUND, the parties have caused this Agreement to be signed by its duly authorized officer.

OSWEGO COMMUNITY UNIT DISTRICT #308

_____
(Authorized Signature)

Asst Supt for Finance   4/28/04
_____
      Title
      (Date)

SUNGARD PENTAMATION INC

_____
Donald V. Appleton
President and Chief Operating Offi
      Title
April 27, 2004
_____
      (Date)

Oswego Community Unit District #308

Investment Summary

Pricing Summary	
	Price
Appendix 1 - Licensed Software, Training and Support	
FinancePLUS Applications*	$105,278
System Software *	11,160
Recommended Training - FinancePLUS	35,400
Cognos Report Writer Training	2,000 ✓
Appendix 2 - Implementation Services	
Implementation Coordination	1,875 ✓ 7/26/04
Data Conversion Services - FinancePLUS	19,980
Appendix 3 - Hardware Equipment/Services	
Hardware, Operating System, Installation, Training and Setup **	3,750
Total * **	**$179,443**

* First year maintenance and support included at no additional cost.

** First year maintenance and support included at no additional cost. See attached Engineering quote for detail

*** Travel and living expenses are not included in this total and will be invoiced at actual cost

Year 2 Support Summary	
	Year 2
FinancePLUS Applications	$23,623
System Software	2,860
Total:	**$26,483**

Years 3, 4 & 5 Support Summary			
	Year 3	**Year 4** *	**Year 5** *
FinancePLUS Applications	$24,558	$25,551	$26,573
System Software	$2,974	$3,093	$3,217
	$27,542	$28,644	$29,790

* Maintenance fees for years 4 and 5 are estimates subject to change based upon prevailing economic conditions.

Detailed Pages Follow

APPENDIX 1 - LICENSED SOFTWARE

FinancePLUS Applications	License Fees *	Year 2 Maint.	Training Days	Training Cost
Financial Accounting	$20,070 ✗	$4,390	10.0	$10,000
(Includes: A/P, Receivable, General Ledger, Budgeting, Workflow and Purchasing modules)				
Human Resources (Includes Personnel, Payroll, (Applicant Tracking, Budgeting, Workflow & Purchasing)	22,848 ✗	4,998	13.5	13,500
Budget Request Center (1)	4,032 ✗	882	1.0	1,000
Fixed Assets	7,885 ✗	1,725	1.0	1,000
Job Applicant Center (1)	6,093 ✗	1,333	0.5	500
Position Control	5,376 ✗	1,176	1.0	1,000
Salary Negotiations	3,136 ✗	686	0.5	500
Employee Access Center (1)	6,093 ✗	1,333	0.5	500
Personnel Budgeting	4,032 ✗	882	0.5	500
Employee Benefits	5,600	1,225	0.5	500
Accounts Receivable	*Cancel* 3,539	774	1.0	1,000
Executive Information Center (EIC) (2)	8,870 ✗	1,940	1.0	1,000
Regulatory Software - B (4)	7,704 ✗	2,279	1.0	1,000
System Management	N/A	N/A	1.0	1,000
Implementation and Planning	N/A	N/A	2.0	2,400
Total (Without Optional Items):	**$105,270**	**$23,623**	**35.0**	**$35,400**

* First year maintenance and support included at no additional cost

✗ = pd 4/24/04
7/26/04   96,139

Footnotes:

1   There is no installation fee when installed with the core suite of applications. When installed as an add-on product, there is a phone installation fee of $1,000. The product requires a dedicated Microsoft Web Server running Windows 2000 or higher and IIS. The Budget Preparation Center requires the purchase of the Personnel Budgeting System and the Position Control System. The Employee Access Center and the Job Applicant Center require an SSL Certificate or alternate to ensure data security. Your network security experts can recommend the best solution for your site.

2   Executive Information Center requires a dedicated Windows 2000 Server with a minimum of Microsoft NT 4.0 Enterprise Edition Web Server (with Service Pack 3) Microsoft Internet Explorer, Informix ODBC drivers for MS-MTS and the following Cognos products: Impromptu Administrator, Impromptu User and Impromptu Web Reports Server.

4   Please see attachment for Regulatory Software detail.

Additional Notes:

The training fee for the above applications is $1,000 per day plus travel related expenses. Some training sessions maybe accomplished via the Internet thereby reducing travel and living expenses.

Training days are based upon an eight hour day, which includes setup time.

Should additional daily time be needed for implementation assistance beyond the standard eight hour day, this can be scheduled with the trainer for the standard training rate of $150/hour.

Any training required beyond those days indicated above will be performed at the then standard per diem or hourly training rate.

Training day counts are based on a maximum class size of 16 individuals (eight desktops with two individuals per desktop).

Cognos Training	Per Days	Cost Per Day	Cost
FinancePLUS Software	2.0	$1,000	$2,000
Total :			**$2,000**

Training quoted is for the Impromptu product and Impromptu Web Reports Server (IWRS). If PowerPlay training is desired, it would be offered at our regular per diem rates.

Oswego Community Unit
School District # 308
April 27, 2004- #368

3

System Software	# of Users	License Fees *	Year 2 Maint
Four J's Concurrent User License	20	$4,600	$1,300
Four J's Server Compiler (7)	1	6,080	1,080
Data Junction Runtime (8)	1	480	480
Total:		**$11,160**	**$2,860**

*First year maintenance and support included at no additional cost.

**SQL database pricing is not included. Database can be purchased from Suntland Pentamation or from manufacturer.

pd 25~490 ~~$3,780~~ *2,790*
7/26/04 *5510* ✓

⁷ Requires one per installation. A single user for the Four J's server compiler meaning that only one user can run the Four J's compiler at a given time. The site is not limited to a "named user". The number of users is determined by concurrent usage of the compiler only; multiple programmers can do program development work.

⁸ Requires one per installation for data conversions.

Macintosh clients require either a virtual PC emulator or a Four-J's client installed under Citrix. Costs are dependent on the number of Macintosh clients required.

APPENDIX 2 - IMPLEMENTATION SERVICES

Implementation Coordination*		Cost
FinancePLUS – 10-15K Students	1	1,875
Total :		**$1,875**

*Pentamation assigns each new client Implementation Coordination Resources for each product area, stationed at Pentamation, to be the customer's focal point of contact during the implementation of our products.

Data Conversion Services - FinancePLUS Applications		
Application/Files	File Build Method	Conversion Cost
Financials		
Vendor File	Conversion Program	$2,160
Budget Prep Account Files	Conversion Program	2,700
Account File	Data Entry Recommended	N/A
Purchase Order	Data Entry Recommended	N/A
Transaction File	Data Entry Recommended	N/A
Requisition File	Data Entry Recommended	N/A
Personnel		
Demographic File	Conversion Program	3,240
History File	Builds as system is used	N/A
Budgeting File	Data Entry Recommended	N/A
Payroll		
Payroll File	Conversion Program for YTD info only. Other Information via Key Entry.	5,400
Deduction File	Conversion Program	3,240
Retirement File	Builds as system is used	N/A
Payroll Reconciliation File	Builds as system is used	N/A
History File	Builds as system is used	N/A
Fixed Assets		
Asset Item File	Conversion Program	3,240

Total (Without Optional Items):	$19,980
Total (Optional Items):	$0

NOTE: Our approach to data file conversion is that it be performed with a combination of Pentamation-provided programming resources and data entry. The major data files can be converted with the remainder of the smaller application files being entered directly into the system. The cost for our programming conversion services is based on a rate of $1,300 per day. All work will be performed at Pentamation's facilities and requires submission of data files in flat ASCII format, along with record layouts describing the data files. All estimated costs for conversion programs are based on receiving one file format for converting the file indicated above. An additional charge may apply if the conversion requires multiple input files or if a file conversion is desired for files other than those indicated. Additional travel/living expenses should be budgeted if programmatic data conversion is required.

* Not typically required as part of conversion effort. Can be included if desired.

PRICING TERMS AND CONDITIONS

Sales taxes are not included in the quoted prices. All applicable sales taxes will be included on invoices.

Installation, training and consulting prices quoted within this proposal do not include the cost of travel and living expenses for SunGard Pentamation personnel. These are billable at our cost.

In the event that Pentamation will be required to furnish a Performance Bond, this is optionally available for the additional fee of 4.5% of the total bond amount per year. Excluded are any products which are not purchased directly through Pentamation.

Pentamation provides custom programming for a fee of $150/hour.

Additional Prerequisites:

Implementation of FinancePLUS and StudentPLUS require the availability of an ANSI compatible "C" compiler.

A CD, 4mm DAT or DLT drive is a necessary component of the computer hardware configuration to facilitate the distribution of the application software.

The computer hardware configuration needs to include reliable access to the system via the Internet, a dedicated dial-up phone telephone line with a diagnostic modem of Pentamation's specifications and a "superuser" system log-in account with privileges for Pentamation's use in providing support for the application software system.

REGULATORY SOFTWARE

Illinois

The following programs/reports are included with the *PLUS SERIES* Financial Management System::

Federal Requirements:
    Federal 941 Report
    Calculate Tax on Group Life Insurance Over $50,000
    Financial Report Writer
    1099-Misc Reporting
    W2 Processing
    EEO5 Report
    FLSA Processing

State Requirements:
    Annual Teacher Retirement Report (TRS)
    Municipal Retirement Fund (IMRF) Report
    Quarterly Wage Report
    IMRF/FICA Benefit Charging (Human Resources)
    IMRF/FICA Benefit Charging (Personnel Budgeting)
    Retirement Calculations (Federal Distribution and Calculation)
    Teacher Service Record Report

Notes:

☐ The output provided for these reports includes data and totals, supported within the application software, which are required by your organization to complete the mandated government form. This data will be formatted correctly for electronic submission when the state or federal agency requires electronic submission.
☐ Relevant sections of the Annual Financial Report and the Annual Budget Report are created by the customer with the Financial Report

SunGard Pentamation Inc.
Appendix 3 - Hardware/Services
Oswego Community School District #308
29-Apr-04

Qty	Description	Type	AMCE	Unit Price	Line Total
	FinancePLUS using eSchoolPLUS SQL Database				
	License & Documentation				
1	Optio Platform Change			250.00	250.00
	Installation and Setup Services				
1	Installation and Setup Services			8,000.00	8,000.00
	(1) System Setup, Burnin, System Test in Bethlehem....Install and certify system and network on customer's site				
	(1) Installation and Setup of Windows Operating System				
	(1) Installation and Setup of Finance Applications				
	(1) Installation and Setup of SQL				
	(1) Installation and Setup of Four-Js				
	Freight and Handling				
1	Freight and Handling			500.00	500.00

Note: SPI requires a 10/100/1000 MB Hub between the application servers and the data base server.

Pd 7/26/04
Pd

SunGard Pentamation Inc.
Appendix 3 - Hardware/Services
Oswego Community School District #308
29-Apr-04

QTY	Description	Type	AMC	Unit Price	Line Total
				$0.00	$3,750.00

Price does not include Taxes and Travel Expense.

TOTAL $3,750.00

Fwd: PowerSchool Group LLC (formerly SunGard K-12) July 2017/2018 Software Maintenance Renewals

From: "Linda Wawrzynski" <linda.wawrzynski@powerschool.com>
Date: Mar 30, 2017 4:09 PM
Subject: PowerSchool Group LLC (formerly SunGard K-12) July 2017/2018 Software Maintenance Renewals
To: "Linda Wawrzynski" <linda.wawrzynski@powerschool.com>
Cc:

Dear Valued Customer,

Thank you for your continued business. Your upcoming software maintenance renewal with PowerSchool Group LLC (formerly SunGard K-12) is July 1, 2017 – June 20, 2018. If you have any of the following product suites under software maintenance: BusinessPLUS, eSchoolPLUS, eFinancePLUS, IEPPLUS or Phoenix, your percentage increase per our contract terms will be 4% for the 2017/2018 renewal period.

Please note our agreement requires advanced notification of the cancellation of maintenance support services. Please refer to your agreement for the specific notification required. <u>Late cancellations can result in additional costs for late cancellation.</u> You can choose to cancel maintenance on an application software product at any time. If you later want to reinstate maintenance our reinstatement policy is as follows: The maintenance cost is brought forward from the original date of cancellation to the current date, or the product can be repurchased at our then current license pricing, whichever is less.
When preparing your budgets for the fiscal year beginning July 1, 2017, please consider allocating funds for your training needs associated with new software releases or to address your ongoing staff development needs. Where possible, we will conduct these training sessions over the Internet, thereby eliminating travel and living expenses.
This notification is only being sent to you as the primary contact, if this needs to be shared with others, please forward. Should you require a proforma or have any questions, please contact me via email, linda.wawrzynski@powerschool.com.

Linda Wawrzynski
Sr. Administrative Assistant
Customer Support
T: 610.849.7502

E: linda.wawrzynski@powerschool.com

PowerSchool
3 West Broad Street, Suite 1, Bethlehem, PA 18018

SD308
COMMUNITY UNIT
SCHOOL DISTRICT

Susan Hovis <shovis@sd308.org>

Your PowerSchool receipt [#1210-6245]

PowerSchool <receipts+acct_1DJqOtAVmQmJDIDk@stripe.com>
Reply-To: PowerSchool <ar@powerschool.com>
To: shovis@sd308.org

Fri, Nov 30, 2018 at 2:54 PM

Receipt from PowerSchool

Receipt #1210-6245

AMOUNT PAID	DATE PAID	PAYMENT METHOD
$325	November 30, 2018	*MasterCard* – 5053

SUMMARY

Online Payment for NetSuite Invoice INV164855	$325.00
Amount paid	**$325.00**

If you have any questions, contact us at ar@powerschool.com or call at
+1 888-265-7641.

Something wrong with the email? View it in your browser.

You're receiving this email because you made a purchase at PowerSchool. PowerSchool
partners with Stripe to provide secure invoicing and payments processing.

Stripe, 510 Townsend Street, San Francisco CA 94103

INVOICE

PowerSchool

Invoice No.	INV149871
Tax ID No.	47-4674631
Date	7/1/2018
Customer No.	10010628
PO No.	

Digitally signed by Allen Clasen Date: 2018.08.03 12:12:42 -05'00'

Bill To

Community Unit School District 308
4175 State Rte 71
Oswego IL 60543
United States

Ship To

Community Unit School District 308
4175 State Rte 71
Oswego IL 60543-8340
United States

	Terms	Due Date
	Net 30	7/31/2018

Description	U/M	Qty	Tax	Unit Price	Extended Price
MS-SIS-S-COGESMF: Cognos Bundle: eSP Bundle Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	6611.19	$6,611.19
MS-ERP-S-CUSTMSEFP: Customization M&S - eFinancePLUS Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	317.62	$317.62
MS-SIS-S-ESRRMF: Regulatory Reporting Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	2355.50	$2,355.50
MS-SIS-S-SBGBMF: Standards Based Gradebook Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	1323.34	$1,323.34
MS-SIS-S-SCMF: Standards/Competencies Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	1199.17	$1,199.17
PS-SIS-S-ESWPS: eSchoolPLUS Windows Phone Support Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	5213.11	$5,213.11
MS-SIS-S-ESPMF: eSchoolPLUS Base System Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	65637.38	$65,637.38
MS-SIS-S-HACMF: Home Access Center Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	1867.30	$1,867.30
MS-SIS-S-SSPMF: Student Success Plan Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	2712.65	$2,712.65
PS-SIS-S-WPS: Windows Phone Support Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	2636.00	$2,636.00
MS-ERP-S-COGECMF: Cognos BI Analytics User (Enhan) Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	520.16	$520.16

Remit by Check (US Mail Only):
PowerSchool Group LLC
PO Box 398408
San Francisco, CA 94139-8408

Remit by Check (Courier):
Wells Fargo Lockbox Services
Dept #38408
3440 Walnut Ave, Bldg A, Window H
Fremont, CA 94538

Remit by Wire or ACH to:
Wells Fargo Bank, NA
Account Name: PowerSchool Group LLC
ABA Routing No: 121000248
Account No: 4633847017 SWIFT: WFBIUS6S
(Include invoice number in transmission)

Customer Service:
ar@powerschool.com
888-265-7641 (Toll-Free)
916-288-1588 (Fax)

INVOICE

PowerSchool

Invoice No.	INV149871
Tax ID No.	47-4674631
Date	7/1/2018
Customer No.	10010628
PO No.	

Bill To

Community Unit School District 308
4175 State Rte 71
Oswego IL 60543
United States

Ship To

Community Unit School District 308
4175 State Rte 71
Oswego IL 60543-8340
United States

Description	U/M	Qty	Tax	Unit Price	Extended Price
MS-SIS-S-MSBMF: Master Schedule Builder Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	788.03	$788.03
MS-ERP-S-PNLBMF: Personnel Budgeting Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	1510.96	$1,510.96
MS-ERP-S-EFRRMF: Regulatory Reporting Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	3904.15	$3,904.15
MS-REG-S-EOMF: Enrollment Online Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	2441.03	$2,441.03
MS-ERP-S-COGEFMF: Cognos Bundle: eFP Bundle Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	1780.36	$1,780.36
PS-ERP-S-LPEFPAMF: Learning Plus eFinancePLUS Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	632.61	$632.61
MS-ERP-S-COGECMF: Cognos BI Analytics User (Enhan) Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	236.83	$236.83
MS-ERP-S-EFPHRMF: eFinancePLUS Human Resources Base Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	8562.10	$8,562.10
MS-ERP-S-MKSMF: MKS SysAdmin Toolkit/Connectivity Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	811.20	$811.20
MS-ERP-S-CUSTMSEFP: Customization M&S - eFinancePLUS Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	586.48	$586.48
MS-ERP-S-PCMF: Position Control Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	2014.60	$2,014.60
MS-ERP-S-CUSTMSEFP: Customization M&S - eFinancePLUS Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	1037.75	$1,037.75

INVOICE

PowerSchool

Invoice No.	INV149871
Tax ID No.	47-4674631
Date	7/1/2018
Customer No.	10010628
PO No.	

Bill To

Community Unit School District 308
4175 State Rte 71
Oswego IL 60543
United States

Ship To

Community Unit School District 308
4175 State Rte 71
Oswego IL 60543-8340
United States

Description	U/M	Qty	Tax	Unit Price	Extended Price
MS-ERP-S-CUSTMSEFP: Customization M&S - eFinancePLUS Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	879.70	$879.70
MS-ERP-S-PCIMF: Purchasing Card Interface Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	1993.77	$1,993.77
MS-SIS-S-SFMF: Student Fees Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	854.68	$854.68
SW-SIS-S-FOURJSS: Four J's System Software Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	2227.02	$2,227.02
SW-SIS-S-FOURJSS: Four J's System Software Contract Dates: 07/01/2018 - 06/30/2019	Year	1	N	1850.14	$1,850.14
MS-ERP-S-EFPBMF: eFinancePLUS Financial Acctg Base Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019	Students	1	N	7520.51	$7,520.51

This is your annual support/subscription/hosting renewal. A new purchase order is required. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation by the start of your new term, your support/subscription/hosting will automatically renew.

Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.

Subtotal	Tax Total	Total (USD)
$130,025.34	$0.00	$130,025.34

Remit by Check (US Mail Only):
PowerSchool Group LLC
PO Box 398408
San Francisco, CA 94139-8408

Remit by Check (Courier):
Wells Fargo Lockbox Services
Dept #38408
3440 Walnut Ave, Bldg A, Window H
Fremont, CA 94538

Remit by Wire or ACH to:
Wells Fargo Bank, NA
Account Name: PowerSchool Group LLC
ABA Routing No: 121000248
Account No: 4633847017 SWIFT: WFBIUS6S
(Include invoice number in transmission)

Customer Service:
ar@powerschool.com
888-265-7641 (Toll-Free)
916-288-1588 (Fax)

PowerSchool

INVOICE

Invoice No.	INV149967
Tax ID No.	47-4674631
Date	7/1/2018
Customer No.	10010628
PO No.	

Allen Clasen

Digitally signed by Allen Clasen Date: 2018.08.03 12:12:23 -05'00'

Bill To

Community Unit School District 308
4175 State Rte 71
Oswego IL 60543
United States

Ship To

Community Unit School District 308
4175 State Rte 71
Oswego IL 60543-8340
United States

Terms	Due Date
Net 30	7/31/2018

Description	U/M	Qty	Tax	Unit Price	Extended Price
MS-ERP-S-EACMF: Employee Access Center Annual Maintenance Fee Contract Dates: 07/01/2018 - 06/30/2019 This is your annual support/subscription/hosting renewal. A new purchase order is required. To avoid cancellation of your phone support, product updates or hosted products, please work with your Director of Technology or appropriate business person to approve a purchase order and payment for this annual recurring invoice. If this support is not used, please FAX a written cancellation to 916-288-1588 or renewals@powerschool.com. If we don't receive your cancellation by the start of your new term, your support/subscription/hosting will automatically renew. Licensee shall be subject to a monthly charge of 1.5% on all amounts not paid when due (18% annually) , or, if a lower maximum rate is established by law, then such lower maximum rate.	Students	1	N	1621.80	$1,621.80

Subtotal	Tax Total	Total (USD)
$1,621.80	$0.00	$1,621.80

Remit by Check (US Mail Only):
PowerSchool Group LLC
PO Box 398408
San Francisco, CA 94139-8408

Remit by Check (Courier):
Wells Fargo Lockbox Services
Dept #38408
3440 Walnut Ave, Bldg A, Window H
Fremont, CA 94538

Remit by Wire or ACH to:
Wells Fargo Bank, NA
Account Name: PowerSchool Group LLC
ABA Routing No: 121000248
Account No: 4633847017 SWIFT: WFBIUS6S
(Include invoice number in transmission)

Customer Service:
ar@powerschool.com
888-265-7641 (Toll-Free)
916-288-1588 (Fax)

![tyler technologies logo] **tyler** technologies

Empowering people who serve the public*

Remittance:
Tyler Technologies, Inc.
(FEIN 75-2303920)
P.O. Box 203556
Dallas, TX 75320-3556

Questions:
Tyler Technologies - ERP & Schools
Phone: 1-800-772-2260 Press 2, then 1
Email: ar@tylertech.com

Invoice

Invoice No	Date	Page
045-249833	02/01/2019	1 of 1

Bill To: Oswego CUSD #308
Transportation Department
55 Stonehill
Oswego, IL 60543

Ship To: Oswego CUSD #308
Transportation Department
55 Stonehill
Oswego, IL 60543

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5987	117596		USD	NET30	03/03/2019

Date	Description	Units	Rate	Extended Price
	Contract No.: VersaTrans			
	Versatrans Fleetvision Software Maintenance & Support (Multi-User)	1	2,253.88	2,253.88
	Maintenance: Start: 01/Mar/2019, End: 29/Feb/2020			

4025507153000-390

ATTENTION
Order your checks and forms from
Tyler Business Forms at 877-749-2090 or
tylerbusinessforms.com to guarantee
100% compliance with your software.

Subtotal	2,253.88
Sales Tax	0.00
Invoice Total	2,253.88

tyler technologies

Empowering people who serve the public°

Invoice

Invoice No	Date	Page
045-252952	03/01/2019	1 of 1

Bill To: Oswego CUSD #308
Transportation Department
55 Stonehill
Oswego, IL 60543

Ship To: Oswego CUSD #308
Transportation Department
55 Stonehill
Oswego, IL 60543

Customer No.	Ord No	PO Number	Currency	Terms	Due Date
5987	118417		USD	NET30	03/31/2019

Date	Description	Units	Rate	Extended Price
	Contract No.: VersaTrans			
	VersaTrans TripTracker Extended Support	1	1,193.46	1,193.46
	Maintenance: Start: 01/Apr/2019, End: 31/Mar/2020			
	VersaTrans e-Link Extended Support	1	942.20	942.20
	Maintenance: Start: 01/Apr/2019, End: 31/Mar/2020			
	VersaTrans RP Extended Support	1	5,583.39	5,583.39
	Maintenance: Start: 01/Apr/2019, End: 31/Mar/2020			

4025507153000-390

Subtotal	7,719.05
Sales Tax	0.00
Invoice Total	7,719.05