

20903

**ADOPTED**  
BOARD OF TRUSTEES OF  
COMMUNITY COLLEGE DISTRICT NO. 508

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508  
County of Cook and State of Illinois

**OCT 1 - 1998**

PEOPLESOFT SOFTWARE LICENSE AGREEMENT  
DISTRICT OFFICE

**COUNTY OF COOK  
AND STATE OF ILLINOIS**

THE CHANCELLOR

REPORTS

that the administration has recommended the acquisition of new software systems for the Human Resources, Financial and Student Information areas; and

that staff has negotiated with the developer, Peoplesoft USA Inc., Pleasanton, California, for the purpose of acquiring CCC site licenses for use by all Colleges, software versions of Human Resources Software for the Public Sector, Student Administration Software, and Financials for the Public Sector; and

that software licenses are exempt from competitive bidding under state law and Board Rules; and that Peoplesoft USA Inc. is the software developer and as such is the sole source for purchasing site licenses.

THE CHANCELLOR

RECOMMENDS

that the Board of Trustees approves a Software License Agreement with Peoplesoft USA Inc., 4305 Hacienda Drive, Pleasanton, California, for the Human Resources, Student Administration and Financial software licenses per the proposal submitted at a cost not to exceed \$3,795,000.00; and authorizes the Chairman and Assistant Secretary to execute the documents pertaining to these licenses.

Respectfully submitted,

Wayne D. Watson  
Chancellor

October 1, 1998



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## SOFTWARE LICENSE AND SERVICES AGREEMENT

This Software License and Services Agreement ("**Agreement**") is made as of October 9, 1998 ("**Effective Date**") by and between PeopleSoft USA, Inc. ("**PeopleSoft**"), a California corporation having an office at 4305 Hacienda Drive, P.O. Box 9085, Pleasanton, California 94588 and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois on behalf of the City Colleges of Chicago ("**Licensee**").

### TERMS AND CONDITIONS

#### 1. LICENSE

1.1 PeopleSoft grants Licensee a perpetual, non-exclusive, non-transferable license to use the licensed Software, solely for Licensee's internal data processing operations on one or more servers at its facilities in the Territory for the size of the entity specified in the Schedule(s). Licensee shall use any third party software products or modules provided by PeopleSoft solely with PeopleSoft Software.

1.2 Licensee may:

- a. in the event that a Server at its facility is inoperable, use the Software temporarily on a back-up Server, which may be at a third-party site provided that the back-up Server is under the sole control of Licensee and the Software installed on the back-up Server is used only in accordance with this Agreement;
- b. make a reasonable number of copies of the Software, solely for: (i) use in accordance with the terms set forth herein in the Territory for the size of the entity specified in the applicable Schedule ; (ii) archive or emergency back-up purposes; (iii) disaster recovery testing purposes; and/or (iv) test and development purposes; and
- c. modify or merge the Software with other software, provided, however, that any modifications, however extensive, shall not diminish PeopleSoft's title or interest in the Software.

1.3 PeopleSoft shall provide Licensee with the number of copies of the Software and Documentation only as specified in the applicable Schedule and workstation access as specified in the applicable Schedule. Licensee may make a reasonable number of copies of Documentation and the Software which shall be limited to Production and test and development use solely for Licensee's internal data processing operations provided all copyright and proprietary notices are reproduced.

#### 2. LICENSE EXCLUSIONS

2.1 *Except as expressly authorized herein*, Licensee shall not:

- a. Copy the Software;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Software;
- c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Software (including PeopleTools) or the Documentation, or use the Software or

Documentation in any service bureau arrangement, facility management, or third party training;

- d. Disclose the results of Software performance benchmarks to any third party without PeopleSoft's prior written consent;
- e. Transfer the Software to a different software database platform without the prior written consent of PeopleSoft (such consent shall not be unreasonably withheld) and payment of any additional fees that may be due;
- f. Transfer to or use the Software outside the Territory without providing prior written notice to PeopleSoft, and without paying additional fees that may be due;
- g. Export the Software in violation of U.S. Department of Commerce export administration regulations;
- h. Use PeopleTools or third party software provided by PeopleSoft, except solely in conjunction with the licensed PeopleSoft applications.

2.2 No license, right, or interest in any PeopleSoft trademark, trade name, or service mark is granted hereunder.

#### 3. FEES AND PAYMENT TERMS

3.1 Licensee shall pay PeopleSoft the fees as specified in each applicable Schedule.

3.2 Unless Licensee provides PeopleSoft with a valid tax exemption or direct pay certificate, Licensee is responsible for all taxes, duties and customs fees concerning the Software and/or services, excluding taxes based on PeopleSoft's income. Overdue payments shall bear interest at the lesser of twelve percent (12%) per annum or the maximum rate allowed under applicable law.

3.3 The license fee for the Software is based upon Licensee's representations concerning pricing metrics of operation, as set forth in the Schedule(s). PeopleSoft reserves the right to assess additional license fees if the pricing metrics of operation are enlarged beyond the scope which formed the basis for the license fees.

3.4 On an annual basis PeopleSoft shall provide Licensee with a statement listing the applicable pricing metrics for which the Software is licensed. Licensee shall provide PeopleSoft with a signed certification of such statement either (a) confirming that the Software is being used in conformance with the applicable License; or (b) providing PeopleSoft with corrected figures. If Licensee provides PeopleSoft with



corrected figures, PeopleSoft shall invoice Licensee for the applicable fees for any increase beyond the applicable pricing metrics licensed. Should Licensee fail to pay the applicable fees for any increase, such failure shall be a breach of this Agreement.

**3.5** PeopleSoft reserves the right to audit Licensee's use of the Software no more than once annually at PeopleSoft's expense. All audits shall be conducted during regular business hours at Licensee's site and shall not unreasonably interfere with Licensee's business activities. PeopleSoft shall schedule any audits at least fifteen (15) days in advance.

#### **4. TITLE AND PROTECTION**

**4.1.** PeopleSoft (or its third-party providers) retains title to all portions of the Software and any copies thereof. PeopleSoft retains title to all modifications created by Licensee as a derivative work, but Licensee shall have a perpetual, royalty free license to use such modifications in conjunction with the Software in accordance with this Agreement. Licensee may share modifications with other PeopleSoft customers only through PeopleSoft Customer Connection, subject to PeopleSoft's right to modify and monitor modifications distributed through PeopleSoft Customer Connection. Except as stated above, Licensee shall have no rights to market or distribute modifications. PeopleSoft shall have no obligation to support Licensee created modifications or third party modifications. Licensee is not obligated to disclose modifications to PeopleSoft.

**4.2** Title to the physical media for the Software vests in Licensee upon delivery. PeopleSoft represents that the Software contains valuable proprietary information. Licensee shall not disclose the Software to anyone other than those of its employees or consultants under nondisclosure obligation who have a need to access the Software for purposes consistent with this Agreement. This section shall not prohibit Licensee from giving third parties access to the Software through the Internet or other means, such as a kiosk, if such access: (i) does not include installation of any part of the Software upon the third party's computer; (ii) does not give the third party any ability to copy the Software; and (iii) does not give the third party any access to the Software's source code. Each full or partial copy of the Software made by Licensee shall have all copyright and proprietary information notices as affixed to the original.

**4.3** The Software was developed at private expense, is commercial, and is published and copyrighted. If Licensee is an agency of the United States Government or licensing the Software for operation on behalf of the United States Government, the Software is transferred to Licensee with rights no greater than those set forth at Federal Acquisition Regulation 52.227-19(c) [or DFAR 227.7202-3 if the transfer is to a defense-related agency] or subsequent citation.

#### **5. PATENT AND COPYRIGHT INDEMNITY**

PeopleSoft shall indemnify and defend Licensee against any claims that the Software infringes any United States or Canadian patent or copyright, provided that PeopleSoft is given prompt written notice of such claim and is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense or settlement of the claim, PeopleSoft shall, in its reasonable judgment and at its option and expense: (i) obtain for Licensee the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if PeopleSoft cannot obtain the remedies in (i) or (ii), as its sole obligation, terminate the license for the infringing Software, and upon receipt of the infringing Software, return only the license fees paid by Licensee for such Software, prorated over a five year term from the applicable Schedule Effective Date. PeopleSoft shall have no liability to indemnify or defend Licensee to the extent the alleged infringement is based on: (i) a modification of the Software by anyone other than PeopleSoft; (ii) use of the Software other than in accordance with the Documentation; or (iii) use of the Software outside the Territory where such claim is brought under the law of such country or countries.

#### **6. DEFAULT AND TERMINATION**

**6.1** An event of default is: (i) a failure by either party to comply with any material obligation under this Agreement; and (ii) such non-compliance remains uncured for more than thirty (30) days after receipt of written notice thereof.

**6.2** If an event of default occurs, the nondefaulting party, in addition to any other rights available to it under law or equity, may terminate this Agreement and all licenses granted hereunder by giving written notice to the defaulting party. Except as otherwise specifically stated herein, remedies shall be cumulative and there shall be no obligation to exercise a particular remedy.

**6.3** Within fifteen (15) days after termination of this Agreement, Licensee shall certify in writing to PeopleSoft that all copies of the Software in any form, including partial copies within modified versions, have been destroyed or returned to PeopleSoft.

#### **7. LIMITED WARRANTY**

PeopleSoft warrants that it has title to the Software and/or the authority to grant licenses to use the third party software. PeopleSoft warrants that the Software will perform substantially in accordance with the Documentation for a period of one (1) year from the date of initial installation and that the Software media is free from material defects. PeopleSoft does not warrant that the Software is error-free. PeopleSoft's sole obligation is limited to repair or replacement of the defective Software in a timely manner, provided Licensee notifies PeopleSoft of the deficiency within the one-year period and provided Licensee has installed all Software updates provided pursuant to PeopleSoft's Software Support Services. **PEOPLESOFT DISCLAIMS ALL OTHER**



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WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**8. LIMITATION OF LIABILITY**

EXCEPT FOR VIOLATIONS OF PEOPLESOFT'S INTELLECTUAL OR PROPRIETARY RIGHTS, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST DATA OR LOST PROFITS, HOWEVER ARISING, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCLUDING DAMAGES INCURRED BY LICENSEE UNDER THE ARTICLE ENTITLED, "PATENT AND COPYRIGHT INDEMNITY," PEOPLESOFT'S LIABILITY FOR DAMAGES UNDER THIS AGREEMENT (WHETHER IN CONTRACT OR TORT) SHALL IN NO EVENT EXCEED THE AMOUNT PAID BY LICENSEE TO PEOPLESOFT FOR THE SOFTWARE MODULE OR THE SERVICES FROM WHICH THE CLAIM AROSE. THE PARTIES AGREE TO THE ALLOCATION OF LIABILITY RISK SET FORTH IN THIS SECTION.

**9. SOFTWARE SUPPORT SERVICES TERMS AND CONDITIONS**

For a period of one year commencing on the Schedule Effective Date, PeopleSoft shall provide Licensee with one (1) year of Software Support Services for a single production instance at a single Site designated in the applicable Schedule as described in PeopleSoft's standard Software Support Services Terms and Conditions. After the first year, Licensee may elect to acquire Software Support Services pursuant to the then-current terms and conditions by paying PeopleSoft the fees stated in the applicable Schedule. Unless Licensee elects to purchase Software Support Services for more than one Site, Licensee shall support all copies of the Software licensed under this Agreement through one central point of support staffed by Licensee's employees. Licensee may purchase Support Services for Additional Sites or Servers in accordance with PeopleSoft's then-current fee.

**10. INSTALLATIONS**

Upon Licensee's request and upon a mutually agreeable schedule, PeopleSoft shall provide Licensee with installation support i) for the installation of one (1) copy of the licensed Software; ii) on a single database server, single file server, single application server, and single web server; iii) at one (1) Site; and iv) at no additional charge, for a maximum of installation support equal to the number of installation hours set forth in the applicable Schedule. All installation support shall be provided in accordance with PeopleSoft's Software Installation standard terms and conditions posted at

[http://www.peoplesoft.com/products\\_and\\_services/services/installa.htm](http://www.peoplesoft.com/products_and_services/services/installa.htm) and must be expended within six (6) months of the Schedule Effective Date. Any additional installation support requested by Licensee shall be provided to Licensee at the then-current PeopleSoft Professional Services hourly rate. Licensee shall reimburse PeopleSoft for all reasonable travel and living expenses associated with any Installation Event.

**11. TRAINING**

PeopleSoft shall provide Licensee with the number of training units set forth in the Schedule for use at a PeopleSoft training facility. Licensee may use training units for training at Licensee's site only as the parties mutually agree in writing. Licensee must use these training units within one (1) year from the Schedule Effective Date.

**12. NOTICES**

All notices shall be in writing and sent by registered mail, overnight mail, courier, or transmitted by facsimile (if confirmed by such mailing), to the addresses indicated on the first page of this Agreement, or such other address as either party may indicate by at least ten (10) days prior written notice to the other party. Notices to PeopleSoft shall be sent to the attention of PeopleSoft Legal with a copy to Licensee's assigned PeopleSoft account manager.

**13. ASSIGNMENT**

Licensee may not assign this Agreement (by operation of law or otherwise) or sublicense the Software without the prior written consent of PeopleSoft, and any prohibited assignment or sublicense shall be null and void.

**14. NONDISCLOSURE OBLIGATION**

**14.1** The terms, conditions, pricing and any other information clearly marked "confidential" under this Agreement are confidential and shall not be disclosed, orally or in writing by Licensee to any third party without the prior written consent of PeopleSoft. If Licensee is a governmental entity subject to disclosure obligations under the United States Freedom of Information act or similar statute or regulation, Licensee agrees that the terms, conditions, and pricing under this Agreement will be disclosed only pursuant to requests made in accordance with the relevant statute or regulation, and that any other information clearly marked "confidential" under this Agreement shall be treated as information identified by PeopleSoft as confidential, trade secret, commercially sensitive information, and will not be disclosed without affording PeopleSoft a full opportunity to establish that such information is exempt from the disclosure obligation.

**14.2** Licensee shall protect the Software with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee information that it does not wish disclosed to the



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public. Licensee may provide access to and use of the Software only to those third parties that: (i) provide services to Licensee concerning Licensee's use of the Software; (ii) have a need to use and access the Software; and (iii) have agreed to substantially similar non-disclosure obligations imposed by Licensee as those contained herein. This Agreement imposes no obligation upon Licensee with respect to PeopleSoft's confidential information which Licensee can establish by legally sufficient evidence: (a) was in the possession of, or was rightfully known by Licensee without an obligation to maintain its confidentiality prior to receipt from PeopleSoft; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Licensee in good faith from a third party having the right to disclose it without an obligation on confidentiality; or (d) is independently developed by Licensee without the participation of individuals who have had access to PeopleSoft's confidential information. Licensee may disclose confidential information if so required by law, provided that Licensee notifies PeopleSoft of such requirement prior to disclosure, and provided further that PeopleSoft may (i) require Licensee to request the appropriate court or governmental body to seal the record that shall contain such confidential information; and/or (ii) assume responsibility for responding to and defending such requests for disclosure of the confidential information.

#### 15. GENERAL

This Agreement is made in and shall be governed by the laws of the State of California, without regard to its choice of law principles. Venue shall be in San Francisco, California. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any Schedule shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by PeopleSoft or Licensee) are objected to and deemed material unless agreed to in writing. Except for Licensee's obligation to pay PeopleSoft, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. Except for actions for non-payment or breach of PeopleSoft's proprietary rights in the Software, no action, regardless of form, arising out of this Agreement may be brought by either party more than one year after the cause of action has accrued. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

The authorized representatives of the parties have signed this Software License and Services Agreement.

This Agreement and the Schedule(s) constitute the entire agreement between the parties concerning Licensee's acquisition and use of the Software. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the parties. This Agreement may be executed in counterparts, which taken together shall be considered an original.

The provisions of Sections 3, 4, 5, 8, 14, and 15 shall survive termination of this Agreement.

#### 16. DEFINITIONS

"Documentation" means only technical publications relating to the use of the Software, such as reference, user, installation, systems administrator and technical guides, delivered by PeopleSoft to Licensee.

"PeopleTools" means the underlying architecture from which the Software is designed, and includes software application programming tools and code.

"Schedule(s)" means the independent Software product schedule(s) executed by the parties and Support Services schedule(s) referencing this Agreement. Each Schedule is a separate and independent contractual obligation from any other Schedule. Agreement Effective Date and Schedule Effective Date(s) may differ.

"Server" means a single database or file server that may be accessed by a network of personal computers as set forth in the applicable Schedule.

"Site" means a specific, physical location of Licensee's Server as set forth in the applicable Schedule that shall be the one location to which Software Support Services are provided, if at all.

"Software" means all or any portion of the then commercially available global version(s) of the binary computer software programs and enhancements thereto, (including corresponding source code), and Documentation delivered by PeopleSoft to Licensee, as listed in the applicable Schedule. Software includes the third-party software delivered by PeopleSoft as specified in the Schedule(s), subject to usage limitations that may appear in the applicable Schedule(s). Software does not include source code to PeopleTools, PepperTools, or certain third party software delivered by PeopleSoft. Unless specifically stated otherwise, all Software is delivered to Licensee only if and when generally commercially available.

"Territory" means the territory as specified on the applicable Schedule in which Licensee may use the Software.

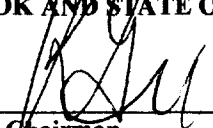


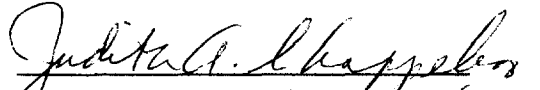
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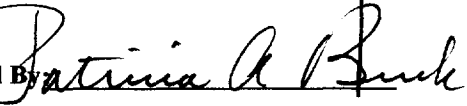
IN WITNESS THEREOF, the Parties, execute this Addendum on this 9<sup>th</sup> day of October, 1998.

BOARD OF TRUSTEES OF COMMUNITY  
COLLEGE DISTRICT NO. 308, COUNTY  
OF COOK AND STATE OF ILLINOIS

PEOPLESOFT USA, INC.

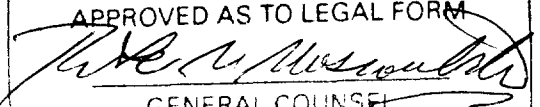
  
\_\_\_\_\_  
Chairman

  
\_\_\_\_\_  
Judith A. Chappelen

Attested By:   
Patricia A. Bruck

Title: RVP - E+G Midwest

Approved as to legal form:

APPROVED AS TO LEGAL FORM  
  
\_\_\_\_\_  
GENERAL COUNSEL

Approved As To  
Legal Form 10/13/98  
Date



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**Addendum No. 1 to Software License and Services Agreement**

This Addendum No. 1 is made as of October 9, 1998 to the Software License and Services Agreement by and between PeopleSoft USA, Inc. ("PeopleSoft") and the Board of Trustees of Community College District No. 508, County of Cook and State of Illinois on behalf of the City Colleges of Chicago ("Licensee" or "Customer") (collectively referred to as the "Parties").

Wherefore, in consideration of the mutual promises contained herein, the Software License and Services Agreement ("Agreement") by and between PeopleSoft and Licensee made as of October 9, 1998 is modified as follows:

1. The Parties agree the following terms and conditions supersede the terms and conditions in the PeopleSoft Software License and Services Agreement dated October 9, 1998.
2. The Parties agree that all of the terms and conditions under the PeopleSoft Software License and Services Agreement ("SLA") and this Addendum entered into under Board Report No. 20903 are applicable and binding to the Parties entering into this Addendum. If there are any inconsistencies, the terms and conditions in this Addendum supersede the terms and conditions in the other documents attached hereto.
3. PeopleSoft acknowledges and understands that Licensee is a local government entity/body politic and corporate entity created under Illinois law. Licensee is governed and must adhere to Illinois law, including and not limited to the Illinois Public Community College Act, and the Rules for Government of the City Colleges of Chicago which are amended from time to time. Further, nothing in this Addendum or the SLA (hereinafter referred to "Contract Documents") shall conflict with Illinois law. In the event of any inconsistencies between Illinois law and the terms and conditions of the Contract Documents, Illinois law governs and supersedes the Contract Documents.
4. Purchases of licenses to the software made pursuant to Illinois law shall be made in compliance with the "Local Government Prompt Payment Act" (50 ILCS 505/1 *et seq.*). No other interest or penalties will apply which are inconsistent with this Act.
5. No purchase of any license shall be made except as provided by Illinois law. No officer or employee of Licensee not expressly authorized by Illinois laws shall make any purchase of a license on behalf of Licensee, or enter into any contract of purchase of a license, verbal or written, for any apparatus, equipment, supplies, service, repairs, goods, ware or merchandise of any kind or description, or accept any of them on approval or otherwise. ANY CONTRACT, VERBAL OR WRITTEN, MADE IN VIOLATION OF ILLINOIS LAW IS VOID AS TO LICENSEE. Licensee will not be responsible for articles delivered and/or services performed for its account without a specific written order.



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6. PeopleSoft agrees to comply with Licensee's Ethics Policy and any mutually agreed upon written amendments thereafter. Such Policy is incorporated and made part of this Addendum.

7. Section 1.1 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

**1.1** PeopleSoft grants Licensee a perpetual, non-exclusive, non-transferable license to use the licensed Software, solely for Licensee's internal data processing operations at its facilities in the Territory for the size of the entity specified in the Schedule(s). All third party products provided by PeopleSoft may only be used with PeopleSoft Software.

8. Section 3.3 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

**3.3** The license fee for the Software is based upon Licensee's representations concerning pricing metrics of operation, as set forth in the Schedule(s). PeopleSoft reserves the right to assess additional license fees if the pricing metrics of operation are enlarged beyond the scope which formed the basis for the license fees subject to Board approval.

9. Section 3.4 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

**3.4** On an annual basis PeopleSoft shall provide Licensee with a statement listing the applicable pricing metrics for which the Software on the Schedule(s) is licensed. Licensee shall provide PeopleSoft with a signed certification of such statement either (a) confirming that the Software is being used in conformance with the applicable License; or (b) providing PeopleSoft with corrected figures. If Licensee provides PeopleSoft with corrected figures, PeopleSoft shall invoice Licensee for the applicable fees for any increase beyond the applicable pricing metrics licensed. Should Licensee fail to pay the applicable fees for any increase, such failure shall be a breach of this Agreement. Such increase will not go into effect unless and until the Board has approved such usage and Licensee will not increase its usage beyond the metrics stated unless and until it has obtained Board approval.

10. Section 3.5 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

**3.5** PeopleSoft reserves the right to audit Licensee's use of the Software no more than once annually at PeopleSoft's expense. All audits shall be conducted during regular business hours at Licensee's site and shall not unreasonably interfere





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with Licensee's business activities. PeopleSoft shall schedule any audits at least fifteen (15) days in advance and at a mutually agreed upon time.

11. Section 4.1 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

**4.1.** PeopleSoft (or its third-party providers) retains title to all portions of the Software and any copies thereof. PeopleSoft retains title to all modifications created by Licensee as a derivative work, but Licensee shall have a perpetual, royalty free license to use such modifications in conjunction with the Software in accordance with this Agreement. Licensee may jointly develop and share modifications only with other licensed PeopleSoft customers. Licensee may share modifications with other PeopleSoft customers through PeopleSoft Customer Connection, subject to PeopleSoft's right to modify and monitor modifications distributed through PeopleSoft Customer Connection. Except as stated above, Licensee shall have no rights to market or distribute modifications. PeopleSoft shall have no obligation to support Licensee created modifications or third party modifications. Licensee is not obligated to disclose the software embodying modifications to PeopleSoft. If Licensee discloses software embodying modifications to PeopleSoft without a prior written agreement to the contrary, PeopleSoft shall have unlimited rights to utilize and distribute such modifications without any obligation to pay Licensee for such use. If Licensee creates modifications which it or PeopleSoft wishes to market, Licensee shall not disclose the software embodying such modifications to PeopleSoft unless the parties have negotiated together in good faith to determine royalties and have created a written document reflecting their agreement.

12. Paragraph 4.2 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

**4.2** Title to the physical media for the Software vests in Licensee upon delivery. PeopleSoft represents that the Software contains valuable proprietary information. Licensee shall not disclose the Software to anyone other than those of its employees or consultants under nondisclosure obligation who have a need to access the Software for purposes consistent with this Agreement. This section shall not prohibit Licensee from giving third parties access to the Software through the Internet or other means, such as a kiosk, if such access: (i) does not include installation of any part of the Software upon the third party's computer; (ii) does not give the third party any ability to copy the Software; and (iii) does not give the third party any access to the Software's source code. Each full or partial copy of the Software made by Licensee shall have all copyright and proprietary information notices as affixed to the original. Third parties shall include students so long as the Licensee is licensing the Student Administration System or the Human Resources System.



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13. Section 5 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

**5. PATENT AND COPYRIGHT INDEMNITY**

PeopleSoft shall indemnify and defend Licensee against any claims that the Software infringes any United States, Canadian, Bahrainian, Belgian, Austrian, Bermudan, Denmark, Egyptian, Croatian, Finland, German, Grecian, Greenland, Hungarian, Iceland, Italian, Korean, Kuwait, Netherland, Norwegian, Panamanian, Portuguese, Saudi Arabian, Spanish, Turkish, UK or South African patent or copyright, provided that PeopleSoft is given prompt notice of such claim, so long as such country has jurisdiction over Licensee, and PeopleSoft is given information, reasonable assistance, and sole authority to defend or settle the claim. In the defense or settlement of the claim, PeopleSoft shall, in its reasonable judgment and at its option and expense: (i) obtain for Licensee the right to continue using the Software; (ii) replace or modify the Software so that it becomes noninfringing while giving equivalent performance; or (iii) if PeopleSoft cannot obtain the remedies in (i) or (ii), as its sole obligation, terminate the license for the infringing Software, and upon receipt of the infringing Software, return only the license fees paid by Licensee for such Software, prorated over a five year term from the applicable Schedule Effective Date. PeopleSoft shall have no liability to indemnify or defend Licensee to the extent the alleged infringement is based on: (i) a modification of the Software by anyone other than PeopleSoft; (ii) use of the Software other than in accordance with the Documentation; or (iii) use of the Software outside the Territory where such claim is brought under the law of such country or countries.

14. Section 7 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

**7. LIMITED WARRANTY**

PeopleSoft warrants that it has title to the Software and/or the authority to grant licenses to use the third party software. PeopleSoft warrants that the Software will perform substantially and materially in accordance with the Documentation and Exhibit B for a period of one (1) year from the date of initial installation and that the Software media is free from material defects. PeopleSoft does not warrant that the Software is error-free. PeopleSoft's sole obligation is limited to repair or replacement of the defective Software in a timely manner, provided Licensee notifies PeopleSoft of the deficiency within the one-year period and provided Licensee has installed all Software updates provided pursuant to PeopleSoft's Software Support Services. PEOPLESOFT DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.



15. Section 9 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

**9. SOFTWARE SUPPORT SERVICES TERMS AND CONDITIONS**

For a period of one year commencing on the Schedule Effective Date, PeopleSoft shall provide Licensee with one (1) year of Software Support Services for a single production instance at a single Site designated in the applicable Schedule as described in PeopleSoft's standard applicable Software Support Services Terms and Conditions which shall be attached hereto. After the first year, Licensee may elect to acquire Software Support Services pursuant to the then-current terms and conditions by paying PeopleSoft the fees stated in the applicable Schedule. Unless Licensee elects to purchase Software Support Services for more than one Site, Licensee shall support all copies of the Software licensed under this Agreement through one central point of support staffed by Licensee's employees or third party contractors. Licensee may purchase Support Services for Additional Sites or Servers in accordance with PeopleSoft's then-current fee.

16. Any notice to Licensee must be in writing signed by PeopleSoft and shall be served either personally, by registered or certified mail, facsimile or express courier, addressed as follows:

To Licensee:

Ronald J Gidwitz  
Chairman  
Board of Trustees of Community College  
District No. 508, County of Cook  
226 W. Jackson Blvd.  
14<sup>th</sup> Floor  
Chicago, Illinois 60606

and

Wayne Watson  
Chancellor  
City Colleges of Chicago  
226 W. Jackson Blvd.  
14<sup>th</sup> Floor  
Chicago, Illinois 60606

Lou Hermann  
Chief Information Technology  
Office of Information Technology  
City Colleges of Chicago  
226 W. Jackson Blvd.



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14<sup>th</sup> Floor  
Chicago, Illinois 60606

and

Ruth Moscovitch  
General Counsel  
City Colleges of Chicago  
226 W. Jackson Blvd.  
14<sup>th</sup> Floor  
Chicago, Illinois 60606

Or to such other addressee and addresses as many be hereafter designated by written notice. All such notices shall be effective: (1) in the event of hand-delivery, on the date of delivery; (ii) in the event of delivery by U.S. mail, on the date of receipt appearing on the return receipt card; (iii) in the event of delivery by express courier, on the date receipt is confirmed by such courier service; (iv) in the event of transmission by facsimile, on the date of receipt printed by the sending facsimile machine when it reports that the transmission is complete.

17. Section 15 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

**15. GENERAL**

This Agreement is made in and shall be governed by the laws of the State of Illinois, without regard to its choice of law principles. Venue shall be in Chicago, Illinois. Nothing herein shall preclude the parties from seeking relief in Federal Court. The section headings herein are provided for convenience only and have no substantive effect on the construction of this Agreement. No purchase order or other ordering document that purports to modify or supplement the printed text of this Agreement or any Schedule shall add to or vary the terms of this Agreement. All such proposed variations or additions (whether submitted by PeopleSoft or Licensee) are objected to and deemed material unless agreed to in writing. Except for Licensee's obligation to pay PeopleSoft, neither party shall be liable for any failure to perform due to causes beyond its reasonable control. If any provision of this Agreement is held to be unenforceable, this Agreement shall be construed without such provision. The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future. This Agreement may be amended only by a written document executed by a duly authorized representative of each of the parties.

This Agreement, the Addendum, and the Schedule(s) ("Agreement") constitute the entire agreement between the parties concerning Licensee's acquisition and use of the Software. If there is a conflict in language, not specifically addressed in the Agreement, Addendum or Schedule. The Addendum shall take priority over the



Agreement and any contemporaneously executed Schedules. Any later-executed Schedules shall take priority over all other documents. This Agreement replaces and supersedes any prior verbal or written understandings, communications, and representations between the parties. This Agreement may be executed in counterparts, which taken together shall be considered original.

The provisions of Sections 3, 4, 5, 8, 14, and 15 shall survive termination of this Agreement.

18. Section 10 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

**10. INSTALLATION SUPPORT**

Upon a mutually agreeable schedule within six (6) months following the Schedule Effective Date, PeopleSoft shall perform one installation of the Software as set forth on the Schedule(s). Any additional installation support requested by Licensee shall be provided to Licensee at the then-current PeopleSoft Professional Services Group hourly rate. Licensee shall reimburse PeopleSoft for all reasonable travel and living expenses associated with any installation support.

19. Section 13 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

Neither party may assign this Agreement without the prior written consent of the other party, however, PeopleSoft may assign this Agreement without Licensee's consent in the event of an internal corporate reorganization where the assignee is adequately capitalized by generally accepted accounting standards or in the event of a merger or acquisition of a majority of PeopleSoft shares. Assignment of this Agreement will not permit the assignee to terminate the perpetual license agreement for convenience. Any resulting entity shall honor the terms and conditions of this Agreement.

20. Section 14.2 of the Software License and Services Agreement is deleted in its entirety and replaced as follows:

**14.2** Licensee shall protect the Software with at least the same degree of care and confidentiality, but not less than a reasonable standard of care, which Licensee utilizes for Licensee information that it does not wish disclosed to the public. Licensee may provide access to and use of the Software only to those third parties that: (i) provide services to Licensee concerning Licensee's use of the Software; (ii) have a need to use and access the Software; and (iii) have agreed to substantially similar non-disclosure obligations imposed by Licensee as those contained herein. This Agreement imposes no obligation upon Licensee with respect to PeopleSoft's confidential information which Licensee can establish by a



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preponderance of the evidence: (a) was in the possession of, or was rightfully known by Licensee without an obligation to maintain its confidentiality prior to receipt from PeopleSoft; (b) is or becomes generally known to the public without violation of this Agreement; (c) is obtained by Licensee in good faith from a third party having the right to disclose it without an obligation on confidentiality; or (d) is independently developed by Licensee without the participation of individuals who have had access to PeopleSoft's confidential information. Licensee may disclose confidential information if so required by law, provided that Licensee notifies PeopleSoft of such requirement prior to disclosure, and provided further that PeopleSoft may (i) require Licensee to request the appropriate court or governmental body to seal the record that shall contain such confidential information; and/or (ii) assume responsibility for responding to and defending such requests for disclosure of the confidential information. PeopleSoft shall reimburse Licensee for any fees and/or costs associated with the response or defense of such requests for disclosure of such confidential information if PeopleSoft is not allowed to assume such defense itself.

21. **Year 2000:** PeopleSoft represents PeopleSoft's Software uses internal year fields of no fewer than four digits, and will process dates before, after, and during the year 2000 including leap years. Users can customize data entry screens to call for fewer than four digit year fields for ease of data entry. Licensee will be converting existing data, which may or may not include dates which have fields of fewer than four digits. Licensee's conversion of its existing data must be designed to resolve any pre-existing date fields which contain fewer than four digits.
  
22. In the event that Licensee terminates Software Support Services during a term other than the initial included year for any reason including Licensee's dissatisfaction with PeopleSoft's discontinuing or failure to reasonably support the Software in a specific technical environment, Licensee will be entitled to a partial refund of the prepaid Software Support Services fee or a partial abatement if fees have not been prepaid. Because Software Support Services are not delivered in equal increments and delivery of new releases is a significant part of the value of Software Support Services, Licensee will receive a refund or abatement in accordance with the following:
  - i. If Licensee has not received a new Enterprise Release or Feature Release during the Software Support Services term, the refund will be a pro-rata refund or abatement based upon the proportionate period of Software Support Services remaining after the date of termination.
  
  - ii. If Licensee has received a new Enterprise Release (Includes significant new functionality, designated by a single numeral to the left of the decimal point, as in HRMS 5) during the Software Support Services term, the refund or abatement will be pro-rata in accordance with the proportionate period of Software Support Services remaining after the date of termination, but based upon sixty percent of the annual Software Support Services fee.



- iii. If Licensee has not received a new Enterprise Release, but has received a new Feature Release (Includes new features or functions, designated by a single numeral to the right of the decimal point, as in HRMS 5.1) during the Software Support Services term, the refund or abatement will be pro-rata in accordance with the proportionate period of Software Support Services remaining after the date of termination, but based upon eighty percent of the annual Software Support Services fee.
23. Licensee hereby confirms that the undersigned Licensee's Chairman of the Board of Trustees is authorized to execute the SLA and Addendum by Illinois Law.
24. Except as set forth above, the Software License and Services Agreement is unchanged.
25. **Escrow of Source Code for PeopleTools:** PeopleSoft maintains an escrow of its source code to PeopleTools with FileSafe, Inc., doing business as SourceFile. Licensee shall become a beneficiary of the escrow. PeopleSoft shall deliver to Licensee the documents necessary for Licensee to become a beneficiary, at no additional cost to Licensee. Licensee's right to be a beneficiary shall terminate if Licensee is not receiving Software Support Services. To the extent that PeopleSoft has contractual source code escrow beneficiary rights to use or provide source code in conjunction with the provision of technical support of third party software, PeopleSoft agrees to provide such rights or benefit to Licensee.
26. This Addendum incorporates the following documents (hereinafter "Contract Documents"):
- a. PeopleSoft's Software License and Services Agreement;
  - b. Schedule 1 to the Software License and Services Agreement; and
  - c. Licensee's Ethics Policy
27. **Amendments.** The parties agree that any amendments or modifications to this document must be approved in writing by Licensee's Board of Trustees pursuant to Illinois law.
28. PeopleSoft acknowledges and is aware that Licensee has non-PeopleSoft third party software which will be used and or interfaced with PeopleSoft Software and/or its third party products or modules. Further, PeopleSoft acknowledges that Licensee has retained third party contractors to operate, manage and/or oversee Licensee's Office of Information Technology and for the procurement, installation and maintenance of all third party software on behalf of Licensee. Such Licensee's third party contractors will have access to the use of the PeopleSoft Software solely on behalf of Licensee pursuant to the terms and conditions of the Software License and Services Agreement.



29. Licensee is exempt from the payment of taxes to the extent permitted by law, which includes and is not limited to federal excise taxes, federal transportation taxes, Illinois retailers occupation taxes and Illinois use taxes. Upon PeopleSoft's request, Licensee shall furnish PeopleSoft with evidence of exemption if deemed necessary. If it is determined that the prices quoted and recorded/invoiced rendered include any such taxes exceeding the extent permissible by law, the amount of the taxes will be deducted from the total of the invoice.

30. The term "Server" shall be redefined to mean a file server, but may consist of one or more than one, that may be accessed by a network of personal computers as set forth in the applicable Schedule.

31. Insurance

- a. PeopleSoft, at its own expense, shall procure, maintain and use a company or companies authorized to business in the State of Illinois for the insurance requirement stated herein for the period of the contract, and furnish to Customer upon reasonable request a certificate of insurance showing that the insurance provisions have been complied with. The policies shall not be canceled by the issuing company unless a 30 day written notice of the cancellation first be given to Customer.

The following insurance coverage must be maintained in force by PeopleSoft with insurance companies authorized to do business in the State of Illinois. PeopleSoft shall, upon reasonable request, supply a certificate of insurance evidencing such coverage and certifying that the coverage shall not be materially altered without at least 30 days' advance written notice to Licensee. Further, Licensee shall be listed as an additional insured on the Certificate of Insurance. PeopleSoft shall, upon reasonable request, supply a certificate of insurance evidencing such coverage.

b.Type of Insurance:

- (1) General Liability - Comprehensive Form including Product and Broad Form Property Damage; Bodily Injury Property Damage Injury and Property Damage:
  - (a) Each Occurrence: \$1,000,000.00
  - (b) Aggregate: \$3,000,000.00
- (2) Auto Liability - Comprehensive Form including Owned, Non-owned, Hired or Rented Vehicles, Bodily Injury Each Person Each Occurrence:
  - (a) Each Occurrence: \$1,000,000.00
  - (b) Aggregate: \$3,000,000.00
- (3) Workers' Compensation - Statutory Insurance as required by the State of Illinois. Employer's Liability - \$100,000 Each Occurrence.

32. PeopleSoft agrees to permit an independent auditor retained by Licensee, at Licensee's sole expense, to have access to and make copies of any and all records and documentation, such as receipts, time sheets, travel expenses, living expenses related to the payment of Software, PeopleSoft's third party products and modules under this Contract so long as such auditor is bound by the same confidentiality provisions in the Agreement and that





such audit does not occur either the first two weeks of a quarter or the last two weeks of a quarter.

33. To the extent there is a conflict the Schedule shall have precedence over the other Contract Documents herein.

34. The definition of Documentation in section 16 of the Software License and Services Agreement shall be deleted in its entirety and replaced with the following:

“**Documentation**” means only technical publications relating to the use of the documented functionality of the Software, such as reference, user, installation, systems administrator and technical guides, delivered by PeopleSoft to Licensee.

35. The Schedule(s) shall be irrevocable as of the date such Schedule(s) is executed.

36. Section 3 of the Software Support Services Terms and Conditions shall be deleted in its entirety and replaced with the following:

**3. Priority Level of Errors**

PeopleSoft shall address Errors in accordance with the following protocols:

Priority 1-Critical Level: PeopleSoft shall acknowledge Priority 1 calls within four (4) hours from the time the call was placed. In addition, PeopleSoft shall promptly initiate the following procedures: (1) designates PeopleSoft specialist(s) to correct Error; (2) provides expanded communication on correction status; and (3) escalates troubleshooting a Workaround or Fix.

Priority 2-Urgent Level: PeopleSoft shall acknowledge Priority 2 calls within six (6) to eight (8) hours from the time the call was placed. In addition, PeopleSoft shall promptly initiate the following procedures: (1) designates PeopleSoft specialist(s) to correct Error; (2) provides ongoing communication on correction status; and (3) initiates troubleshooting a Workaround or Fix.

Priority 3-Standard Level: PeopleSoft shall acknowledge Priority 3 calls within two (2) business days from the time the call was placed. In addition, PeopleSoft shall promptly initiate the following procedures: (1) assigns PeopleSoft specialist(s) to commence correction of Error; and (2) exercises all commercially reasonable efforts to include the Fix for Error in the next Update.

Priority 4-Base Level: PeopleSoft (1) assigns Error to case management and tracking; and (2) may include the Fix for Error in the next Update.

37. The applicable Software Support Services Terms and Conditions, as they are amended from time to time, shall be incorporated into this Agreement.



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38. Section 11 of the Software Support Services Terms and Conditions shall include the following:

"Priority 1" means an Error that renders the Software inoperative or causes the Software to fail catastrophically.

"Priority 2" means an Error that affects performance of the Software and prohibits Licensee's use of the Software.

"Priority 3" means an Error that affects performance of the Software, but does not prohibit Licensee's use of the Software.

"Priority 4" means an Error that causes only a minor impact on the use of the Software.

IN WITNESS THEREOF, the Parties, execute this Addendum on this 9<sup>th</sup> day of October, 1998.

BOARD OF TRUSTEES OF COMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

PEOPLESOFT USA, INC.

*[Handwritten Signature]*  
Chairman

*Judith A. Chappelle*  
*Judith A. Chappelle*  
Title: *RUP - E+G Midwest*

Attested By: *Patricia A. Brink*

Approved as to legal form:

APPROVED AS TO LEGAL FORM  
*[Handwritten Signature]*  
GENERAL COUNSEL

Approved As To Legal Form  
*[Handwritten Signature]*  
Initial  
Date: *10/13/98*



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VOID IF EXECUTED AFTER OCTOBER 9, 1998

SCHEDULE 1
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT

This independent Schedule to the Software License and Services Agreement ("Schedule") is executed on October 9, 1998 by and between PeopleSoft USA, Inc. ("PeopleSoft") and Board of Trustees of Community College District No. 508, County of Cook and State of Illinois on behalf of the City Colleges of Chicago ("Licensee" or "Customer").

Table with 4 columns: Item Name, Production Copies, Test & Development Copies, License Fee. Rows include PeopleSoft HRMS for Public Sector, PeopleSoft Student Administration, and PeopleSoft Financials for Public Sector.

Subtotal Page 1: \$2,209,100.00
Subtotal Page 2: \$1,585,900.00
TOTAL FEES: \$3,795,000.00

1 Indicates the number of physical copies to be shipped to Licensee. Licensee's license includes the right to make as many production copies on one or more servers at Licensee's site(s) as necessary to meet the needs upon which Licensee's license fee is based.

2 Licensee's license includes the right to make the designated number of Test & Development copies on one or more servers at Licensee's site, with total number of copies at the site not to exceed the designated number.

3 Parts of Student Administration include the INAS Component System, which is a licensed third party product. The INAS Component System Supplement distributed herewith is incorporated herein as set forth in Exhibit A..

4 Contains Public Sector functionality through inclusion of specialized chartfields only



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VOID IF EXECUTED AFTER OCTOBER 9, 1998

Database Version: Oracle	Operating System: UNIX	Hardware Model: Alpha
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Depending on the Database Version licensed, Licensee receives the applicable items listed below:

	<u>Qty.</u>
PeopleTools - Restricted Development <sup>5</sup>	1
Cognos Powerplay	5 users <sup>6</sup>
Training Units <sup>7</sup>	411
Installation Hours <sup>8</sup>	Up to 120
Documentation for third party software	1
Documentation for PeopleSoft Software	1

**ADDITIONAL SOFTWARE / SERVICES**

<u>Software/Service</u>	<u>Manufacturer</u>	<u>Quantity</u>	<u>Fee</u>
Workstation Access (includes base application access, Workstation SQR, QueryLink, PS/nVision).	PeopleSoft, Inc. Sybase, Inc./MITI Crystal Computer Services	One copy shipped; right to use on unlimited number of workstations in conjunction with Software on this Schedule.	\$61,300.00
Server SQR <sup>9</sup>	Sybase, Inc./MITI	1	\$43,600.00

<sup>5</sup> PeopleTools for Restricted Development shall be used by Licensee to develop add-on applications only to the licensed PeopleSoft Software application modules.

<sup>6</sup> "Cognos Users" are individual users not concurrent users.

<sup>7</sup> One (1) Training Unit is one day in class for one of Licensee's staff individuals. Licensee shall have 18 months from the Schedule Effective Date in which to use such training units.

<sup>8</sup> PeopleSoft installers work eight (8) hour work days. If PeopleSoft is unable to complete installation in up to 120 hours due to delays occasioned by Licensee, Licensee may purchase additional installation support at PeopleSoft's commercial rates. Licensee is responsible for the reasonable travel and living expenses incurred by PeopleSoft for all on-site installation support. Licensee will reimburse PeopleSoft for all reasonable and necessary travel and living expenses incurred by PeopleSoft in the performance of this schedule provided that such expenses comply with PeopleSoft's travel and expense policies, and provided further that such expenses are incurred pursuant to an applicable request for services by customer. Unless otherwise indicated, PeopleSoft's obligation to install the software is limited to installation on a single server at a single site. Licensee's environment must be ready for installation as per the PeopleSoft Pre-Installation Checklist which Licensee must execute prior to PeopleSoft's commencement of installation. PeopleSoft shall have a cap of \$26,000.00 ("Reimbursement Cap") for all travel and living expenses associated with the account management and installation services performed in both Schedule I. Prior to PeopleSoft's depletion of the Reimbursement Cap, but after \$20,000.00 of the Reimbursement Cap has been depleted by PeopleSoft, PeopleSoft shall notify Licensee in writing of the remaining balance of the Reimbursement Cap funds. At that point, Customer must advise PeopleSoft in writing whether Customer 1) wishes to appropriate additional funds for PeopleSoft to continue to provide additional Services or 2) wishes not to appropriate additional funds and suspend PeopleSoft's obligation to perform Services or 3) will be able to appropriate additional funds to pay for such Services. Customer shall have no obligation to pay for any amounts beyond the Reimbursement Cap unless and until Customer has approved and appropriated such funds. Should PeopleSoft deplete such funds and Customer choose not to appropriate additional funds or if such funds are not available for reimbursement of travel and living expenses, and Customer requests further Services from PeopleSoft, PeopleSoft shall cease providing all Services unless and until such funds are appropriated. If PeopleSoft ceases providing Services as a result of the nonappropriation of such funds, PeopleSoft shall not be held responsible for any missed deadlines, damages, or any further liability resulting from the lack of appropriation of such funds.



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Unix Test Version <sup>10</sup>	PeopleSoft, Inc.	<u>1</u>	not priced separately
Additional Years of Pre-paid Software Support Services	PeopleSoft USA, Inc.	4 Years after initial included year	\$1,481,000.00
Professional Services Credit	PeopleSoft USA, Inc.	\$24,000	Not Priced Separately
11			
		<b>Subtotal Page 2:</b>	<b>\$1,585,900.00</b>

**1. Specific Licensed Use:** Licensee's use is limited to the uses described in the paragraphs below. License fee is based on the following, and will be subject to increases if Licensee exceeds any of the parameters stated below or uses the software in an additional country.

<u>Territory</u>	<u>Software (Global, Local, or Public Sector version)</u>	<u>Employees (for HRMS)</u>	<u>Students (for Student Administration)</u>	<u>Annual Budget (for Financials and Distribution)</u>
United States & Germany <sup>12</sup>	Human Resources Software for the Public Sector, U.S. Language and U.S. Functionality	8,600		
United States & Germany <sup>12</sup>	Student Administration Software, U.S. Language and U.S. Functionality		38,000	
United States & Germany <sup>12</sup>	Financials for the Public Sector, U.S. Language and U.S. Functionality			\$340 Million

**2. Expansion of Licensed Use:** PeopleSoft will assess additional license fees for increases unrelated to any merger with another institution or acquisition of another entity as follows:

For HRMS Software on this Schedule, no additional fee for growth aggregating to less than 3,000 additional employees. If growth exceeds 3,000 additional employees, Licensee's license for the HRMS Software on this Schedule shall be expanded in increments of 1000 employees above the initial level of use to reflect Licensee's actual use, at a cost of \$57,979 per each additional 1,000 employees.

For Financials for Public Sector Software on this Schedule, no additional fee for growth aggregating less than \$250 million in additional annual budget. If growth exceeds \$250 million in additional annual budget, Licensee's license for the Financials for Public Sector Software on this Schedule shall be expanded in increments of \$100 million in annual budget above the initial level of use to reflect Licensee's actual use, at a cost of \$175,428 per each additional \$100 million in annual budget.

<sup>9</sup> One copy of Server SQR must be ordered for each server. Licensee may order additional copies of Server SQR at no additional cost for a period of three years from the Schedule Effective date, if the need for additional copies is not related to any increase in Licensee's pricing metrics.

<sup>10</sup> Test and Development copy fee from Page 1. Version will be the same as the Database Version listed on Page 1 unless otherwise indicated.

<sup>11</sup> Licensee's initial credit which may be used for one year following Schedule Effective Date at PeopleSoft's then-current Professional Services Group Rates. Licensee shall pay all reasonable travel and living expenses associated with provision of such services. The initial consulting credit is for general implementation consulting, including strategic planning assistance, and not for the creation of complex interfaces, and there shall be no deliverables or acceptance terms. Consulting services which require a deliverable or acceptance terms may be obtainable from PeopleSoft at PeopleSoft's then-current Professional Services Group rates in accordance with a Consulting Services Agreement. If Licensee does not use the entire consulting service credit within the one year period, Licensee shall not be entitled to a refund.

<sup>12</sup> Licensee shall not receive any local support in Germany unless Licensee pays additional support fees for that site. Licensee may install the Software delivered herein in Germany.



For Student Administration Software on this Schedule, no additional fee for growth aggregating to less than 4000 additional students. For the first three years following Schedule Effective Date, if growth exceeds 4000 additional students, Licensee's license for the Student Administration Software on this Schedule shall be expanded in increments of 1000 students to reflect Licensee's actual use, at a cost of \$23,253 per each additional 1,000 students.

Thereafter, PeopleSoft's assessment of additional license fees will be in accordance with PeopleSoft's then-current policy. In the event of growth related to a merger or acquisition, PeopleSoft's assessment of additional license fees will be in accordance with PeopleSoft's then-current policy. If Licensee wishes to expand licensed use to additional countries, such expansion shall require a mutually executed addendum or amendment to the Software License and Services Agreement. Under no circumstance is a PeopleSoft Account Manager authorized to expand licensed use.

**3. Payment Terms:** Licensee shall pay PeopleSoft a sum of \$1,160,000 of the license fees on the Schedule Effective Date subject to delivery of the Software, 50% of the remaining balance upon completion of the earlier of sixty (60) days following the Schedule Effective Date or completion of the Post-Installation Checklist, and the remainder of the balance upon Acceptance as defined below. Such Acceptance shall not be unreasonably withheld by Licensee. Unless otherwise stated in this Schedule, the fees specified herein are non-cancelable and non-refundable. All fees are payable in U.S. dollars and shall be sent to the attention of PeopleSoft's Accounts Receivable Department. The parties acknowledge that payments are subject to provisions of the Local Government Prompt Payment Act (50 ILCS 505/1 et seq.) No other interest or penalties will apply which are inconsistent with this Act. PeopleSoft shall have no obligation to deliver the Software until October 31, 1998.

**4. Acceptance:** Licensee shall have a period of sixty (60) days commencing on the installation date of the Software licensed pursuant to this Schedule to test that such Software operates substantially in accordance with the Documentation ("Acceptance Period"). Licensee shall notify PeopleSoft of any Nonconformities during the Acceptance Period ("Nonconformance List") by providing in writing, a list of Nonconformities, such list to be received by PeopleSoft during the Acceptance Period. Upon receipt of the Nonconformance List, PeopleSoft shall have a period of thirty (30) days ("Cure Period") to repair any Nonconformities listed on the Nonconformance List at its own expense, such that such Software affected by the Nonconformity operates substantially in accordance with the Documentation. Such Cure Period may be extended upon the written agreement of both parties. Notwithstanding anything herein to the contrary, in no event shall acceptance ("Acceptance") be postponed beyond a date nine months from Schedule Effective Date) ("Final Date"). Upon: (i) Licensee's delivery to PeopleSoft of written notice of Acceptance; or (ii) conclusion of the Acceptance Period, if Licensee has not notified and provided to PeopleSoft a list of Nonconformities; such Software shall be deemed to have reached Acceptance. If Acceptance has not been deemed to have occurred, and Nonconformities listed on a Nonconformance List have not been resolved on the Final Date, Licensee shall have the option of terminating this Agreement by notifying PeopleSoft in writing of its intent to terminate the Agreement on or before the Final Date, and, upon receipt of such Software by PeopleSoft, receiving the license fees paid to PeopleSoft. "Nonconformities" shall mean a material failure of the Software licensed pursuant to this Schedule, or any component thereof, to conform to the Documentation.

**5. Designated initial Software Support Site(s):** Licensee shall receive software support for a single production system associated with the following site(s):

Support Site	Associated Countries/Regions
City Colleges of Chicago	Illinois

Unless otherwise specified, support services are provided on a centralized basis through a PeopleSoft support center in the United States. Licensee shall designate a central support team for each supported site. Only members of Licensee's central support team shall be authorized to request support services from PeopleSoft. PeopleSoft shall designate an account manager or managers for each support site. Local support shall consist of any support not provided at a central support site and shall not be included



as part of Support Services. Licensee shall contract for local support at the then current list price. In the event that Licensee licenses the Software in a country or region not designated on this Schedule, support for such additional license shall be acquired separately at the then current local Country list price.

**6. Software Support Services Renewal Terms:** As part of the license fee, Licensee receives one year of Support Services at the Site for the Software for the indicated Technical Environment and initial licensed level of use, commencing on Schedule Effective Date. Licensee is paying a noncancelable, nonrefundable fee of \$1,481,000 for Software Support Services at the licensed level of use for four (4) years thereafter. Thereafter, Licensee may elect to continue Support Services by paying PeopleSoft the then-current Support Services fee. Since the Support Services term and conditions are implicitly renewable year to year, it is possible that a particular hardware, database, and operating system configuration will fail to achieve or maintain strong market demand to enable PeopleSoft to economically provide on-going Support Services on a long-term multi-year basis. In such a situation, PeopleSoft will provide Licensee with at least twelve months written notice of its intent to cease support on such a configuration and will work with Licensee concerning Licensee's migration to a then commercially viable solution supported by PeopleSoft.

**7. On-site Training:** During the eighteen month (18) period following the Schedule Effective Date, Licensee may use training units for onsite training. On-site training must be four consecutive days of training in a week for a maximum of 14 students per class. The fee associated with onsite training shall be as follows: 12 training units per day and travel and expenses for the instructor. Travel and living expenses shall be subject to the approved travel and living expenses cap. Licensee will be responsible for ensuring the training environment and workstations are properly set up prior to the arrival of the PeopleSoft instructor in accordance with the PeopleSoft document *Setting up Onsite Classes PeopleSoft 7, December 8, 1997 (a guide to installing the technical environment)*. Licensee is responsible for providing the training environment. If Licensee cannot provide an onsite training environment, by mutual agreement, PeopleSoft may obtain a third-party training environment for Licensee's use. In such a situation, Licensee will pay for the cost of the third party training environment and will also pay PeopleSoft an administrative fee equal to ten percent (10%) of the cost of the third party training environment. PeopleSoft shall provide Licensee with the number of training units set forth in this schedule which may be used at a PeopleSoft Training Facility. Licensee may use training units for training at Licensee's site at Licensee's sole option. Such travel and living expenses for onsite training shall be reimbursed upon the approval of Licensee's Governing Board.

**8. Professional Services:** Licensee shall be entitled to purchase professional services from PeopleSoft. Professional Services must be ordered through a separate written agreement clearly identifying the work to be performed. Professional Services are not subject to acceptance unless the Consulting Services Agreement includes specific deliverables and acceptance terms. PeopleSoft reserves the right to refuse requests for professional services.

Services are calculated at PeopleSoft's then-current hourly rate. As of the Schedule Effective Date, those rates shall be:

Associate Consultant	\$150
Consultant	\$190
Senior Consultant	\$225
Project Manager	\$250
Practice Manager	\$250
Process Specialist	\$250
Systems Engineer	\$250
Senior Project Manager	\$275
Senior Systems Engineer	\$275
Enterprise Solutions Specialist	\$275
Enterprise Implementation Manager	\$300



Licensee shall pay for the reasonable travel and living expenses related to PeopleSoft's provision of professional services. Under no circumstances shall any payments due for the Software licensed on this Schedule be delayed, set-off against, or otherwise affected by work performed pursuant to any Consulting Services Agreement.

9. **Additional Training Units:** During the one (1) year period following the Schedule Effective Date, Licensee may purchase additional training units by paying PeopleSoft the applicable fee as shown below, in advance:

<u>Training Units per each Additional Purchase</u>	<u>Fee per Additional Training Unit</u>
1-124 Training Units purchased at one time	\$450.00 per Unit
125-249 Training Units purchased at one time	\$425.00 per Unit
250-374 Training Units purchased at one time	\$400.00 per Unit
375-499 Training Units purchased at one time	\$375.00 per Unit
500 or more Training Units purchased at one time	\$350.00 per Unit

10. **Use outside the United States:** Licensee may use the Software outside the United States without expanding its license or paying an additional license fee if such use is limited to:

- a. Use of United States versions of the Software, on database servers in the United States, for the sole benefit of Licensee to process the records of students, employees, contractors, or others who reside outside the United States; or
- b. Use of the workstation portions of United States versions of the Software by employees, faculty, or others who are temporarily outside the United States and have brought their Licensee-owned workstations with them on a temporary basis.

11. **Replacement Versions for Database Version:** During the one (1) year period following the Schedule Effective Date, Licensee has the one time option, for no additional PeopleSoft license fee, to replace the licensed database version of the Software with any other version of the Software (excluding DB2 mainframe versions) then currently supported by PeopleSoft, provided that Licensee is then receiving Software Support Services. Once the conversion to the replacement version is complete, Licensee agrees to return or certify the destruction of the originally licensed version of the software to PeopleSoft.

12. **Replacement Versions for Operating System:** During the one (1) year period following the Schedule Effective Date, Licensee has the one time option, for no additional PeopleSoft license fee, to replace the licensed operating system with any other version of the operating system (excluding DB2 mainframe versions) then currently supported by PeopleSoft, provided that Licensee is then receiving Software Support Services. Once the conversion to the replacement version is complete, Licensee agrees to return or certify the destruction of the originally licensed version of the software to PeopleSoft.

13. **Nonrecruitment:** For two (2) years from Schedule Effective Date, neither party shall directly recruit the employees of the other or induce them to leave their then-current employment. This prohibition shall not preclude either party from employing the former employees of the other if such employees initiated the contact with the new employer, such as would be the case if they responded to a general employment advertisement.

14. **Definitions:** The following terms have the indicated definitions

“Employees” are calculated based on the number of full time equivalent employees. For the purpose of this calculation, an “employee” includes any records identified by a unique social security number and assigned to an active status. These employees may be characterized by being active, permanent, permanent part-time, faculty, adjunct faculty, student employee, wage temporary, retired with health benefits administered by Licensee using the Software, etc. This term does not include employee records for separated employees, employees on leave without pay and benefits, employee dependents, retired employees not participating in retiree health or pension plans administered by Licensee using the Software, and records placed in archival (inactive) files which are periodically viewed, but not updated.





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VOID IF EXECUTED AFTER OCTOBER 9, 1998

The "employee count" is based on average annual employment so as to avoid distortions created by extraordinary cyclical or emergency employment activities.

"Annual Budget" includes funding from all sources, including grants and endowments.

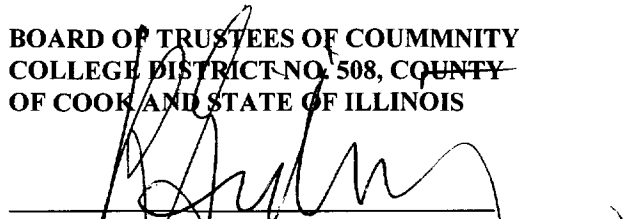
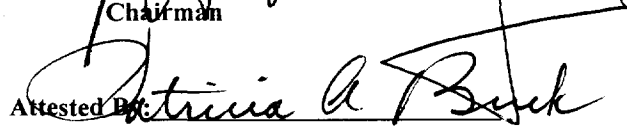
"Students" in regards to the pricing metrics herein means number of full-time equivalent (a number equal to total credit hours divided by number of credits considered a full time load) enrolled students at all campuses and all programs excluding the adult learning skills program reported in the Fall FTE enrollment to the Illinois Community College Board. Licensee may use the Software to process all records of all its students.

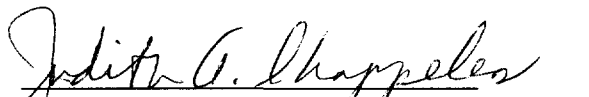
SHIPPING INFORMATION	BILLING INFORMATION	SUPPORT SITE INFORMATION
Lou Herman CIO	Lacy L. Thomas CFO	Lou Herman CIO
City Colleges of Chicago	City Colleges of Chicago	City Colleges of Chicago
226 W Jackson	226 W Jackson	226 W Jackson
Chicago, IL 60606	Chicago, IL 60606	Chicago, IL 60606
Phone: 312-553-2649	Phone: 312-553-2775	Phone: 312-553-2649
Fax: 312-553-3358	Fax: 312-553-3358	Fax: 312-553-3358

IN WITNESS THEREOF, the Parties, execute this Addendum on this 9th day of October, 1998.

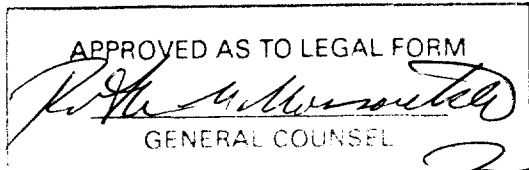
BOARD OF TRUSTEES OF COUMMUNITY COLLEGE DISTRICT NO. 508, COUNTY OF COOK AND STATE OF ILLINOIS

PEOPLESOFT USA, INC.

  
 Chairman  
 Attested By: 

  
 Judith A. Chappeler  
 Title: RVP - EIG Midwest

Approved as to legal form:

APPROVED AS TO LEGAL FORM  
  
 GENERAL COUNSEL

Approved As To  
 Legal Form  
 Initial: RLC Date: 10/13/98



## Software Support Services Terms and Conditions

Software Support Services Terms and Conditions ("Support Services") are referenced in and incorporated into the Agreement between PeopleSoft and Licensee. Upon reasonable notice, PeopleSoft reserves the right to modify the terms and conditions of Support Services on an annual basis to reflect current market conditions.

### 1. Coverage

PeopleSoft provides Licensee with Support Services for the Software for the single, central Site set forth in the applicable Schedule in consideration of Licensee's payment of the applicable Support Services fees to PeopleSoft. Only designated Licensee employees may contact PeopleSoft for the provision of Support Services. Licensee may acquire Support Services for additional Licensee sites by paying PeopleSoft the applicable annual secondary site Support Services fee.

### 2. Software Maintenance

The following technical and functional improvements will be issued periodically by PeopleSoft to improve Software operations:

- a. Fixes to Errors;
- b. Updates; and
- c. Enhancements contained within new releases.

### 3. Priority Level of Errors

Licensee shall report an Error and provide PeopleSoft with Licensee's categorization of the Error. PeopleSoft shall reasonably and conclusively determine the priority level of Error and will respond in accordance with the following protocols:

#### Priority A:

PeopleSoft promptly initiates the following procedures: (1) assign PeopleSoft specialist(s) to correct the Error; (2) provide ongoing communication on the status of the correction; and (3) immediately begin to provide a Workaround or a Fix.

#### Priority B:

(1) PeopleSoft assigns a PeopleSoft specialist to commence correction of Error; and (2) provide escalation procedures as reasonably determined by PeopleSoft support staff. PeopleSoft exercises all commercially reasonable efforts to include the Fix for the Error in the next Software maintenance release.

#### Priority C:

PeopleSoft may include the Fix for the Error in the next major Software release.

### 4. Telephone Support

PeopleSoft provides telephone support concerning installation and use of the Software. Except for designated holidays, standard telephone support hours are Monday through Friday, 4:00 a.m. to 6:30 p.m., Pacific Time. Telephone Support is also available 24-hours a day, 7-days a week for in-production customers who need to resolve critical production problems outside of normal support hours.

### 5. Account Manager

PeopleSoft assigns an account manager to assist with the on-going support relationship between PeopleSoft and Licensee. Licensee will reimburse PeopleSoft for the reasonable travel and living expenses of the account manager for on-Site support activity.

### 6. Customer Connection

- a. The PeopleSoft Customer Connection system is an on-line, self-service system which features postings by PeopleSoft and PeopleSoft Software users regarding technical and non-technical topics of interest. Licensee may access PeopleSoft Customer Connection via the Internet. At Licensee's expense, Licensee is responsible for independently acquiring appropriate Internet access.



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- b. All Software maintenance releases and Fixes to the Software may be delivered to Licensee through PeopleSoft Customer Connection, or by mail from PeopleSoft upon written request by Licensee. All information specified in Customer Connection by PeopleSoft is confidential and proprietary to PeopleSoft and shall only be used in connection with Licensee's use of the Software and informational communications with other PeopleSoft Customer Connection participants. PeopleSoft reserves the right to modify information posted to PeopleSoft Customer Connection. PeopleSoft shall have the right to publish and distribute only through PeopleSoft Customer Connection in all languages and in association with Licensee's name any material or software programs provided by Licensee to Customer Connection. Licensee shall not use PeopleSoft Customer Connection for advertising or public relations purposes and shall only submit information to PeopleSoft Customer Connection which is owned by Licensee or which Licensee has third party permission to submit to PeopleSoft Customer Connection for use by all other PeopleSoft Customer Connection users.
- c. In the interest of diminishing exposure to software viruses, PeopleSoft tests and scans for software viruses all information entered by PeopleSoft prior to submission of information to PeopleSoft Customer Connection. Licensee shall also use a reliable virus detection system on any software or information posted to PeopleSoft Customer Connection, utilize back-up procedures, monitor access to PeopleSoft Customer Connection, promptly notify PeopleSoft of any virus detected within Licensee's systems associated with PeopleSoft Customer Connection and generally exercise a reasonable degree of caution when utilizing information from PeopleSoft Customer Connection. PeopleSoft does not warrant that Customer Connection will operate without interruption or without errors. PeopleSoft reserves the right to modify or suspend PeopleSoft Customer Connection service in connection with PeopleSoft's provision for Support Services. PeopleSoft assumes no responsibility for anything posted by anyone other than PeopleSoft, including, but not limited to, information about PeopleSoft software or modification code or portions thereof.

#### **7. Fees**

The first year of Support Services for the Site is included in the Software license fee; thereafter, in the event Licensee elects to continue to receive Support Services, Licensee shall pay PeopleSoft the annual Support Services fee as set forth in the applicable Schedule. Support Services are billed on an annual basis, payable in advance. Licensee shall be responsible for all taxes associated with Support Services, exclusive of taxes based on PeopleSoft's income. Licensee's payment shall be due within thirty (30) days of receipt of the PeopleSoft invoice. Should Licensee elect not to renew Support Services and subsequently request Support Services, PeopleSoft shall reinstate Support Services only after Licensee pays PeopleSoft the annual then current fee plus all cumulative fees that would have been payable had Licensee not suspended Support Services.

#### **8. Term and Termination**

Unless otherwise expressly set forth in the Agreement, Support Services shall be provided for a period of one (1) year from the Schedule Effective Date, and shall be extended each additional year unless terminated by either party. Each one (1) year term shall commence on the anniversary of the Schedule Effective Date.

Either party may terminate the Support Services provisions at the end of the original term or at the end of any renewal term by giving the other party written notice at least ninety (90) days prior to the end of any term.

In the event Licensee fails to make payment pursuant to the section titled "Fees", or in the event Licensee breaches the Support Services provisions and such breach has not been cured within thirty (30) days of written receipt of notice of breach, PeopleSoft may suspend or cancel Support Services.

#### **9. Exclusions**

PeopleSoft shall have no obligation to support:

- a. Substantially altered, damaged or substantially modified Software;



- b. Software that is not the then-current release, or a Previous Sequential Release;
- c. Errors caused by Licensee's negligence, hardware malfunction, or other causes beyond the reasonable control of PeopleSoft;
- d. Software installed in a hardware or operating environment not supported by PeopleSoft; and
- e. Third party software not licensed through PeopleSoft.

**10. General**

All Updates provided to Licensee are subject to the terms and conditions of the Agreement.

PeopleSoft shall not be liable for any failure or delay in performance of the Support Services due to causes beyond its reasonable control. Any illegal or unenforceable provision shall be severed from these Terms and Conditions. Licensee agrees that any information received pursuant to these Terms and Conditions shall be deemed subject to the non-disclosure obligations set forth in the Agreement. The Support Services Terms and Conditions states the entire agreement of PeopleSoft's provision of Support Services to Licensee and may only be amended by a written amendment executed by both parties.

**11. Definitions**

Unless otherwise defined herein, capitalized terms used herein shall have the same meaning as set forth in the Agreement and applicable Schedule.

**"Enhancement"** means technical or functional additions to the Software to improve software functionality and/or operations. Enhancements are delivered with new releases of the Software.

**"Error"** means a malfunction in the Software which degrades the use of the Software.

**"Fix"** means the repair or replacement of source or object or executable code versions of the Software to remedy an Error.

**"Previous Sequential Release"** means a release of Software for use in a particular operating environment which has been replaced by a subsequent release of the Software in the same operating environment. A Previous Sequential Release will be supported by PeopleSoft for a period of eighteen (18) months after release of the subsequent release. Multiple Previous Sequential Releases may be supported at any given time.

**"Priority A "** means an Error that: (1) renders the Software inoperative; or (2) causes the Software to fail catastrophically.

**"Priority B "** means an Error that affects performance of the Software, but does not prohibit Licensee's use of the Software.

**"Priority C "** means an Error that causes only a minor impact of the use of the Software.

**"Update"** means all published revisions to the Documentation and one (1) copy of the new release of the Software which are not designated by PeopleSoft as new products for which it charges separately.

**"Workaround"** means a change in the procedures followed or data supplied to avoid an Error without significantly impairing performance of the Software.



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EXHIBIT A

**SOFTWARE SUPPLEMENT FOR INAS COMPONENT SYSTEM**

1. Definitions. The term "INAS Component System" means the Component System of the College Entrance Examination Board (the "INAS Licensor"), referred to as the Institutional Need Analysis System.
2. Ownership. The INAS Licensor owns the INAS Component System.
3. Restrictions on Use of INAS Component System. Licensee's use of the INAS Component System is subject to the following additional terms and conditions.
  - a) Licensee is strictly and expressly prohibited from using the INAS Component System (or any trade secrets or know-how embodied therein and communicated to Licensee thereby or any proprietary technical data or information contained therein) in any manner or by any means whatsoever except for use in the administration of student financial aid services at Licensee's institution.
  - b) The INAS Component System is, and shall at all times remain, the sole and exclusive property of the INAS Licensor, and without limiting the generality of the foregoing, the INAS Licensor is the sole and exclusive owner of all rights therein, including (i) any copyrights and all renewal and extensions thereof, (ii) trade secrets or know-how embodied therein and communicated to Licensee thereby, and (iii) any proprietary technical data or information contained therein. The INAS Component System is confidential and Licensee will not authorize or permit its contents to be conveyed or in any manner communicated to any third party, nor shall the INAS Component System itself be physically duplicated or reproduced (except for the purposes of archiving and system back-up), or used by any third party, in whole or in part, except in accordance with the PeopleSoft Software License and Services Agreement, without prior written approval of the INAS Licensor. The foregoing shall survive the termination of the Agreement.
  - c) Licensee acknowledges that if Licensee violates any of the provisions of this INAS Software Supplement, PeopleSoft shall have the right to terminate Licensee's license of the INAS Component System and to repossess the materials furnished in connection with the license of the INAS Component System, without waiver of any other remedy, whether legal or equitable. Upon the termination of the license of the INAS Component System for any reason, Licensee will immediately return the INAS Component System to PeopleSoft and/or the INAS Licensor at Licensee's own expense.
  - d) The INAS Component System is warranted as set forth in the PeopleSoft Software License and Services Agreement. The INAS Licensor has made and is making **NO WARRANTIES OR REPRESENTATIONS WHATEVER, EXPRESS OR IMPLIED WITH RESPECT TO THE INAS COMPONENT SYSTEM, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** The INAS Licensor shall have no liability whatever to Licensee or to any third party arising out of Licensee's use of the INAS Component System. The INAS Licensor shall have no obligations under or as a result of the Agreement to install, service, maintain, update or revise the INAS Component System. If PeopleSoft or Licensee changes in any way the INAS Component System, then the INAS Licensor shall have no responsibility to Licensee if the INAS Component System as changed is not operationally suitable.



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City Colleges of Chicago Agreements

These Documents contain 5 parts.

The first document is Schedule 1 to the Software License and Services Agreement. This document must be signed. It is basically the business terms of the Agreement.

The second document is the Software License and Services Agreement. This document must be signed. It is legal terms and conditions of the Agreement.

The third document is the Addendum No. 1 to the Software License and Services Agreement. This document must be signed. It is the legal terms and conditions our legal teams have agreed to. This represents the modifications to the Software License and Services Agreement.

The fourth document is the Software Support Services Terms and Conditions. This document does not need to be signed. It is information only. It outlines the Support Services.

The fifth document is the Software Supplement for INAS Component. This document does not need to be signed. It is information only.

**20903****EXHIBIT B**

## Introducing PeopleSoft Student Administration

Universities, Colleges and Community Colleges have many different constituencies and each one of these constituencies have unique information needs. For example an Academic Advisor might need to see if a student is ready for graduation, while the same student needs to see the balance on a tuition account. The Admissions Office admits new students and the Financial Aid office awards financial aid for the upcoming year for new and continuing students. Meanwhile throughout the institution students are paying tuition and fees, which in turn need to be allocated to different academic departments.

PeopleSoft's Student Administration System can seamlessly meet all of these demands while supporting information "one-stop shopping" for students.

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### Structure of the PeopleSoft Student Administration System

The PeopleSoft Student Administration System is built on the PeopleSoft Human Resource System.

The current system is divided into six functions:

- Campus community**
- Admissions**
- Student records**
- Academic advisement**
- Financial aid**
- Student financials**

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### Campus Community

PeopleSoft Campus Community serves as the hub of the PeopleSoft Student Administration system providing many features basic to all of the applications in the Student Administration suite.

PeopleSoft Campus Community enables you to maintain and manage a wide range of biographic and demographic information on people and organizations of interest to your institution, both internal and external. With Campus Community's comment and communication features you can manage all of your institution's contacts with students, prospects, recruits, staff, vendors, and so on. The checklists function enables you to track activities for prospectives, students, and staff. Event and committee management features streamline and simplify the organization of committees and events across your campus.

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## Admissions

PeopleSoft Admissions manages your institution's recruiters and tracks your prospects and applicants as well as any other personal records you have a need to store. Numerous inquiry panels enable you to quickly view summarized information such as an applicant's progression, prospects assigned to a recruiter, and test scores stored for a prospect or applicant. Your Admissions system includes automated processes such as application evaluations, external test score loading, recruitment category assignment, application loading from test score data, and academic transcript loading using EDI.

The system's integration with Campus Community, Student Records, Student Financials, Financial Aid and Academic Advisement reduce repetitive entry and enhance ease of communication across your institution's various departments. For example, when an applicant matriculates, her record automatically appears in PeopleSoft Student Records.

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## Student Records

PeopleSoft Student Records enables you to enter, track, and process all of your academic information. Through an elegant and flexible design, we minimize repetitive data entry while enabling you to gain maximum control over your records – from your course catalog and schedule of classes to student programs, plans, and sub-plans.

Once applicants are admitted and matriculate, your Student Records application moves forward to activate, enroll, grade, evaluate, and graduate students. In concert with Academic Advisement processes, your Student Records application tracks students through graduation.

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## Academic Advisement

Academic Advisement is the application within PeopleSoft Student Administration that is used to track the requirements and regulations that a student must satisfy in order to graduate. As a student progresses towards graduation, Academic Advisement analyzes those courses completed (both successfully and unsuccessfully) by the student and ascertains what requirements are still outstanding.

Using data specified on Student Records panels and requirements entered on Academic Advisement panels, this module automatically tracks a student's degree progress. Academic Advisement is basically separated into two parts: how to enter requirements into the system using the appropriate panels and how to analyze student data against the requirements in order to report degree progress.

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## Financial Aid

PeopleSoft Financial Aid provides your institution with the powerful and flexible tools you need to maintain and track all phases of Financial Aid management. Our wide range of features cover all aspects of tracking and reviewing student data, processing Financial Aid applications (both Federal and Institutional), calculating of students' financial need, packaging awards, disbursing of aid, and managing student Work Study.



In addition, PeopleSoft financial Aid interacts seamlessly with all applications of PeopleSoft Student administration, the U.S. Department of Education Central Processing System, Direct and CommonLine-standard loan servicers to ensure an accurate audit trail for your Financial Aid Department.

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## Student Financials

PeopleSoft Student Financials is a tool for higher education institutions to use in administering their financial requirements. Student Financials is an integrated component of the PeopleSoft Higher Education System. With PeopleSoft Student Financials both staff and students can quickly find and use key financial information needed to make critical decisions.

Student Financials transmits information to and receives information from virtually all portions of the Higher Education System. The information is used to calculate fees and tuition, maintain customer account information, maintain a strong collections ability, create bills and establish a payment plan. Student Financials is designed to interface with your current general ledger system.

Tuition and Fees in Student Financials are linked to Business Units. This allows a school or program to maintain its own set of fees independent of other charges which the institution use. Tuition and Fees are Effective dated. You can set a fee to become active on a specific date and then become inactive on a later date. This allows you to control exactly how and when fees are charged, while maintaining a complete history of each fee.

Student Financials has a strong collections system which you can use for early intervention on overdue accounts. Using the Collections function you will be able to track tall correspondence with collections customers. You will also be able to maintain a record of payment promises the customer has made, kept or broken. Your collections department will be able to view the customers account history in one location. You will be able to automatically drop a student's enrollment when he or she reaches a certain level of delinquency.

## Introduction to PeopleSoft Human Resources

How can you achieve your company's human resource goals without compromising those of your employees? PeopleSoft Human Resources can help—it's an intuitive, easy-to-use tool that will streamline your human resource efforts. Whether your organization has 500 or 5000 employees, with PeopleSoft Human Resources you can easily manage all the information you need to develop the finest work force possible.

Fully qualified, effective employees are your most important asset—in fact, they're essential to the continued success of your organization. To realize their highest potential, you need to track employee progress and history, while making sure their salaries are competitive and your employment practices fair.

And with the increasingly complex demands of today's global marketplace, you may require systems that let you process workforce information globally while managing it locally. Many of the features you'll find in PeopleSoft Human Resources are not tied to any one country or region. Instead, they constitute a core product that's useful throughout the world.

You also have the option of driving your Human Resources system using functionality that is specific to Canada, France, Germany, the United Kingdom and the United States. You can manage company cars in the UK, administer professional elections in France, and create a workforce profile that spans the globe with PeopleSoft Human Resources. Or you can choose a combination of global and local functionalities. It's up to you.

In this section, we'll introduce you to the basic concepts of PeopleSoft Human Resources and review the various activities involved in using the system, including:

### Topics

- Why PeopleSoft Human Resources?
- Gearing up PeopleSoft Human Resources
- Performing daily processes
- Working with PeopleSoft Human Resources windows
- Generating reports
- Application Designer, navigator, and workflow integration

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## Why PeopleSoft Human Resources?

PeopleSoft Human Resources offers you all the advantages of a comprehensive human resource management application. It's easy to use, easy to customize, yet powerful enough to meet even your most demanding human resource requirements.

PeopleSoft Human Resources blends traditional human resources standards and practices with contemporary technologies to make you and your organization more productive and responsive. Identify the requirements of your organization's jobs, find the right people for those positions, and track the professional progress of your employees—while ensuring that your salaries and employment practices are fair and competitive.

PeopleSoft Human Resources provides complete support for all your human resources needs: administering your workforce, tracking global assignments, managing positions, recruiting your workforce, planning careers and successions, planning salaries, administering training, monitoring health and safety, meeting regulatory reporting requirements, administering variable compensation, managing your workforce's competencies. All employee information is immediately accessible through our fully-integrated system. If you track background data on a job applicant, then hire that applicant, all the information you originally entered becomes part of the new employee's records. You eliminate redundant data entry.

In addition to the basic processes you've always needed for human resources management, you'll find a variety of supplemental functions in PeopleSoft Human Resources that further automate record keeping and reporting: schedule interviews online; track grievances and disciplinary actions; develop and track employment contracts, control and manage positions; generate letters automatically; create organization charts for your enterprise.

## Topics

Keeping pace with the global market

Automated business processes

Table-driven design

What's in a name?

Effective-date design

Portability

Integrated with PeopleSoft HRMS

Putting you in the driver's seat

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## Keeping Pace With the Global Marketplace

To keep up with the increasingly complex demands of today's global marketplace, you will need a system that enables you to process workforce information globally while managing it locally. PeopleSoft Human Resources helps you keep pace with the fast-changing world of business. You will find that most PeopleSoft Human Resources features are not specific to any one country or region. Instead, they constitute a flexible core product that's useful throughout the world. Most importantly, they can adapt to your changing business needs as your organization expands into new world markets.

To help you do business in the global marketplace, you'll find support for multiple countries, languages, and currencies. For example, if your company has subsidiaries in the U.S., Germany, and France, PeopleSoft Human Resources enables you to manage money amounts in dollars, marks, and francs—and determine currency exchanges. You can also design the system to display information in multiple languages. Application users in multiple countries can access the same centralized PeopleSoft Human Resources database, but view and enter the data in different languages on their workstations. And for global enterprises, we've designed localized functionality for France, the United Kingdom, Germany, Canada, and the United States that take into account local customs, ways of doing business and special regulatory requirements.

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Today's increasingly global marketplace requires more and more organizations to conduct their business on a multi-national basis if they are to remain competitive and successful. While organizations expand their operations abroad, they are also rethinking the way they will build and manage their workforce to meet the challenges of the twenty-first century workplace. PeopleSoft Human Resources is evolving to keep pace with your ever changing business needs. Our single application enables multi-national organizations to meet specific requirements unique to a country or region, and to have clear access to a collective view of all their operations worldwide.

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## Automated Business Processes

PeopleSoft Human Resources provides you with several tools to help automate your business processes. Using PeopleSoft Navigator and building business process maps in the Application Designer, in conjunction with Workflow, enable you to automate your organization's business processes, incorporating all its varied aspects into a single system. Mass Change transforms the way you update your data, making it a snap to keep pace with changes to large bodies of information experienced by dynamic organizations—during reorganizations, for example. With PeopleSoft Human Resources, all the information you need about every employee is instantly available.

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## Table-Driven Design

The primary reason PeopleSoft Human Resources offers so much flexibility is that it is a table-driven application. This means that how the system operates and how it looks and feels isn't hard-coded into a program but is stored in a series of tables. A well-designed, table-driven system puts you in control, as opposed to more traditional designs, which usually require extensive programming to make changes. Storing information in tables also ensures data integrity and minimizes data redundancy.

Consider how PeopleSoft Human Resources stores information related to geographic locations for a company. Depending on how your organization is set up, you may have employees working in various locations throughout your company—some in corporate headquarters, others in remote offices or divisions scattered across the country, perhaps the world. In our system, you store all these different locations in the Location Table. And when you enter employee information, the system uses the Location Table as an edit table to ensure that employees are not assigned to an invalid location.

The Location Table also contains information specific to each location, such as the mailing address. If you need to mail information to all your employees who work in the Boston office, you can find the address using the Location Table; you don't have to store it with all the employee information. That way, if your company relocates the office from Boston to Framingham, you only need to update the new address in the Location Table. The next time you mail a packet of information to the employees in the Boston area, PeopleSoft Human Resources will use the new Framingham address automatically.

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## What's in a Name?

Keep in mind that we use the term *table* loosely. In the database realm, a table can be many things. On one hand, there are the tables you'll be working with in PeopleSoft Human Resources; on the other, you'll find tables used for edits. To further complicate matters, vendors of relational databases, such as SQLBase and DB2, use the terms *tables*, *rows*, and *columns* to denote how data is stored, as opposed to *files*, *records*, and *fields*. Because most people are more familiar with the latter terminology, PeopleSoft generally uses it when referring to information stored in databases.

To help you differentiate these tables from the type of tables we introduced you to earlier, most people tend to refer to database-related tables as Structured Query Language (SQL) tables. Application data, such as employee information and location information, is stored in SQL tables, as are system definitions for objects, such as panels and records.

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## Effective-Date Design

The effective-date design of the PeopleSoft system gives you a complete history of all your employee data and tables—whether you changed it two years ago or want it to go into effect in two months. With all this information at your fingertips, you can “roll back” your system to a particular point-in-time from which you can perform analyses or projections for your company. In addition, you can project the impact of potential changes in the future, such as a company reorganization.

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## Portability

Just as when your family grows and you have to give up your sports car for a larger, more functional van or station wagon, as your company grows you may find you need a larger computer to store all your employee information. The PeopleSoft system allows you to “trade up” from a smaller database “engine,” such as SQLBase, to a bigger one, such as DB2, more suited to your company size. Even though the engines differ, the application itself remains the same. It just feels right.

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## Integrated with PeopleSoft HRMS

Because all PeopleSoft Human HRMS applications are fully integrated, the information you enter in PeopleSoft Human Resources may be used in other HRMS applications to produce accurate employee records.

For example, when you hire employees and enter data about them into the system, you specify a number of parameters specific to payroll (North American) processing, including standard hours in typical work week and whether an employee is paid hourly or is salaried. In addition, you enter the amount they should be paid, and you assign them to a benefit program.

You also dictate how much of this information you want users to access. For example, if you want to restrict certain users to updating employee data within a particular department, you can use employee data security in PeopleSoft Human Resources, which we describe in this book. Or, with PeopleSoft Operator Security, you can limit access to specific panels within the system, so that not every user has access to sensitive human resource data. You can find out more about how to set up Operator Security options in the *PeopleTools* documentation and *PeopleTools System Administration* documentation.

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## Putting You in the Driver's Seat

You'll find PeopleSoft Human Resources provides many time-saving benefits that can help streamline all your human resource processes.

Because the different processes within the system all share the same information, you enter data on employees and jobs only once. Then you use that data for a variety of purposes across all processes within PeopleSoft Human Resources. For example, if you enter personal information about job applicants in the Recruit Workforce panels, all that information becomes part of their Personnel records if you hire the applicant.

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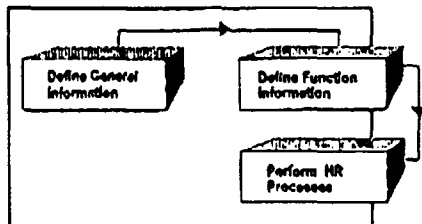
Users of antiquated systems must rely on a system administrator or a central MIS organization to set up validation codes and other information needed to maintain employee and job records. In PeopleSoft Human Resources, you set up the information you need yourself with easy-to-use panels. The system then takes the information you enter and updates the appropriate SQL tables behind the scenes. So when you enter information in PeopleSoft Human Resources tables and panels, you're really creating rows of data in SQL tables.

We've taken the mystery out of end-user computing for human resource administrators. Our progressive system gives you the control to set up and maintain the information you need to respond to the demands of both employees and decision-makers in your organization.

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## Gearing Up PeopleSoft Human Resources

Before you can perform your enterprise business processes and take full advantage of the power, flexibility, and automation inherent in your PeopleSoft Human Resources system, you must make sure basic information that all users will share is set up before you begin using the system. To get going, you'll perform a three step process. First, you'll define the general information for your entire system. Next, you'll define and set up specific information that you'll need to perform business processes. Then, you'll be able to perform your human resources tasks smoothly and efficiently.



The Path to an Effective Work Force

### Topics

Establishing controls for your HR system

Designing process-specific information

Global and local functionality in PeopleSoft Human Resources

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## Establishing Controls for Your HR System

The first thing you'll do to set up PeopleSoft Human Resources is decide how you'll drive the system: by employee or by position. Depending on the method you choose, you'll set up some information differently in the tables because the system processes the data differently each way.

When you drive PeopleSoft Human Resources by employee, you use job codes to classify job data into groups. You then use those job codes to link employee data with job data. When you drive PeopleSoft Human Resources by position, you still use job codes to classify jobs, but you also uniquely identify each position in your organization. You then link employee data with those positions.

You can also choose to drive part of the system by position and part by employee—PeopleSoft Human Resources gives you the flexibility to use the two methods simultaneously wherever they suit you best.

Next, you'll define general information that users will draw upon to perform all human resource processes. Much of the information you'll work with is represented in the form of codes, which you define in tables. The first codes you set up are those dealing with organizational issues, such as multiple companies, locations, departments, pay groups, and so on. This information is shared by all PeopleSoft Human Resources functional areas as well as the PeopleSoft Benefits and Payroll applications, so it is the foundation for the rest of the information you'll enter in PeopleSoft Human HRMS.

Bear in mind that while there are many tables in PeopleSoft Human Resources, you need complete only a handful. You decide what to set up based on your company's information needs. In addition, table data tends to be fairly static, so you should seldom have to update tables, unless you're maintaining information that changes frequently, such as currency exchange rates.

Once you've defined all the necessary information, the system will validate your entries in certain panels against the codes and definitions you've set up, ensuring that you and other PeopleSoft Human Resources users always enter valid data. In addition, information you assign to a code will follow that code throughout the system. For example, when you enter a job code in panels, the system automatically displays other general data associated with that code.

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## Designing Process-Specific Information

For each process in PeopleSoft Human Resources, you'll set up a series of codes to streamline your daily processing activities. For example, to speed up maintenance of employee data in the Administer Workforce Business Process, you can set up salary classifications, create standard checklists to help you remember all the items involved in a task, track visas and work permits, identify company property, create labor relations classifications, and so on. You can set up information like this for all the processes in PeopleSoft Human Resources—or just the ones you're using right now.

Once you've set up codes for a particular process, you're ready to roll. Working through tasks will take no time at all. And you'll reduce the possibility of data entry errors to practically nothing—for many fields, the system won't let you use any values but those you've set up. That means you'll eliminate duplicate entries and keep data accurate.

You can update table information anytime you need to—you're not locked into the information you set up now. Using effective dates, you can update information, yet retain a record of historical information to track changes over time. You can even enter information before it takes effect to prepare for changes in advance. No last-minute rushes.

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## Global and Local Functionality in PeopleSoft Human Resources

There are two options for setting up, administering, and recruiting your workforce in the Administer Workforce and Recruit Workforce Business Processes:

- If you are administering or recruiting a multi-national workforce in the United States, Canada, Germany, France, and the United Kingdom, or some combination of those countries, you can administer your workforce using the Administer Workforce (GBL) window.
- Or, you can choose to use the Administer Workforce windows for each country specifically to access only core and local functionality for that country. If you are working with a U.S.- and Canadian-based workforce, you need not concern yourself with local functionality. This option provides fast access to only those localizations that affect your enterprise by limiting the amount of data the system must process and giving you a faster application

response time.

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## Understanding Core vs. Local Functionality

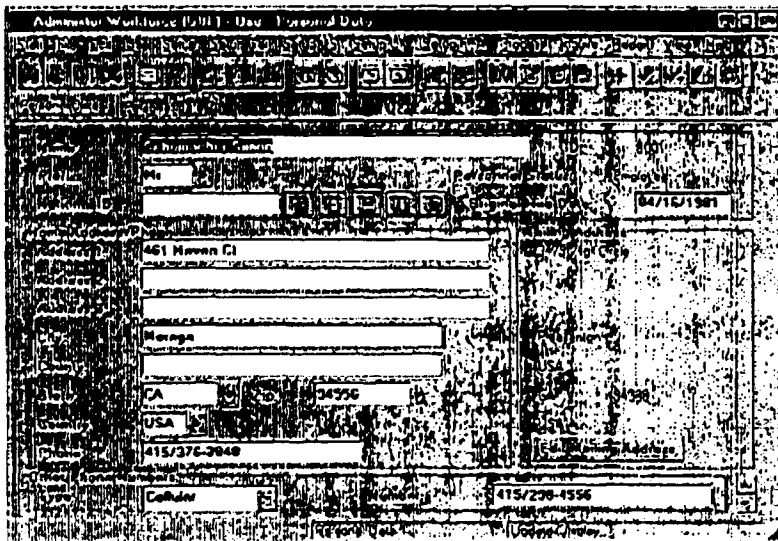
Similarly, the Recruit Workforce (GBL) window and the local country Recruit Workforce windows give you fast access to core and local functionality for meeting your domestic and international recruiting needs. By core functionality, we mean functionality that is common to your human resources business requirements across countries. Local functionality fulfills a requirement specific to a single country. For example, you would maintain SIRET codes for French companies or companies doing business in France, but this information is not relevant for organizations doing business in the United States.

We'll review how the local and global functionality work in the Administer Workforce Business Process, but this model works across all business processes in Release 7, including the Recruit Workforce windows and wherever else it is appropriate.

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## Working with the Global Window

In each of the Administer Workforce (GBL) panels, *core functionality*—or the set of information that is common to all of your global workforce tracking needs—is always displayed on the panel. To enter or view local functionality for an available country, you'll click the appropriate country flag push button to open a local country *secondary panel*. For example, the Administer Workforce(GBL), Use, Personal Data 1 panel also has US, Canadian, French, UK and German flag push buttons that allow you to enter IDs required for each country.



The Personal Data 1 panel in Administer Workforce (GBL) with country flag push buttons

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## Access Local Functionality using Secondary Panels

Whenever there is an option to track local functionality on any panel throughout the PeopleSoft 7 Human Resources system, you'll see one or more of the following country flag push buttons:



# 20903



**US.** You'll access all U.S.-specific functionality throughout the system whenever you click this push button.



**Canada.** You'll access all Canada-specific functionality throughout the system whenever you click this push button.



**France.** You'll access all French-specific functionality throughout the system whenever you click this push button.

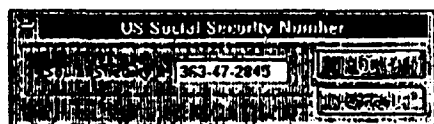


**United Kingdom.** You'll access all U.K.-specific functionality throughout the system whenever you click this push button.



**Germany.** You'll access all German-specific functionality throughout the system whenever you click this push button.

For example, when you click the U.S. flag push button on the Personal Data 1 panel in the Administer Workforce (GBL) window, the US Social Security Number secondary panel opens.



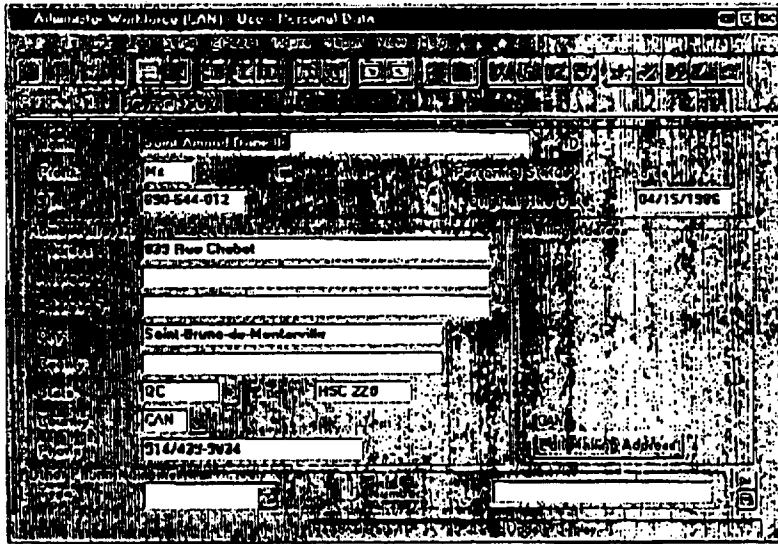
US Social Security Number Secondary Panel

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## Working with the Different Country Windows

In addition to the Global panels and secondary panels configuration that you'll find in the Administer Workforce (GBL) window, you may also track your workforce data using local country windows. For example, the Administer Workforce (CAN) window panels display the core global workforce data and the Canadian functionality *only*. No functionality for the United States, France, the United Kingdom, or Germany is available from these panels.

# 20903



Personal Data 1 panel in Administer Workforce (CAN)

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## It's Up to You

How you manage your workforce is up to you: you can manage a global workforce using the Global panels or choose to use the local country windows for the United States, Canada, the United Kingdom, Germany, and France. Or use some combination of the two. Our commitment to flexibility leaves you in the driver's seat.

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## Global Security

While you can limit user access to the global panels throughout the system depending on your business needs, if you choose to use the global windows and panels, we've included special global security that allows you to use the Global panels, but limit any single user's or group's access to specific country functionality.

**For more information on setting up global and local functionality security, please refer to [Setting Up Security for Global Functionality In Administering Security](#).**

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## Performing Daily Processes

After you've designed general and function-specific validation codes, you can start working with the windows and panels that help you manage these human resource business processes:

### Topics

- Administer your workforce
- Track global assignments
- Plan salaries
- Administer training

# 20903

- Monitor health and safety**
- Manage positions**
- Plan careers and successions**
- Meet regulatory requirements**
- Recruit your workforce**
- Manage competencies**
- Administer variable compensation**

While you can also use PeopleSoft Human Resources to manage your company's benefit requirements, we do not cover benefits in this PeopleBook. Instead, you'll find benefit information and instructions in the PeopleSoft Benefits documentation.

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## Administer Your Workforce

Just as employees are the driving force of your company, the Administer Workforce Business Process is the foundation of PeopleSoft Human Resources. Here is where you hire employees and track essential information on people and the jobs they perform. PeopleSoft Human Resources will use the information in all areas of human resources as well as in benefits and payroll (North American).

To identify each employee, you can assign employee IDs in a variety of ways, such as entering IDs manually or letting PeopleSoft Human Resources assign them for you automatically. However you do it, *you* decide how to track employee data—you don't have to conform to any archaic system coding requirements.

You begin entering personnel administration information when you hire employees. For every employee, you'll complete a series of personal, employment, and job-related panels. After you enter this "bare-bones" data, you can choose from an extensive selection of optional panels to track everything from honors and awards to employee contracts and union grievances.

You'll probably update employee data often in PeopleSoft Human Resources. But you'll use the Administer Workforce windows for more than just "plain vanilla" employee data: you can enter and maintain historical information, manage labor relations, design and track standard and customized employment contracts, and much more.

You'll find local functionality specific to the United States, Canada, the United Kingdom, France, and Germany in the Administer Workforce Business Process windows. For example, you could track special military service information or job codes for workers in France, work codes and accident insurance codes for German employees, just to name a few options. Depending on your implementation, you'll use either the Global window to access both core and local functionality for all of these countries, or one or more of the local country windows to access core data and the specific country functionality you need.

Click here to go to the Administer Workforce PeopleBook.



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## Track Global Assignments

If your organization has operations in more than one country, you need to maintain many types of additional data for employees moving from project to project. With PeopleSoft Human Resources, you can ensure that employees and dependents settle rapidly into their new locations.

It's a breeze to track the multitude of details and tasks required to send employees on temporary assignments. And you won't lose any permanent data on employees either—PeopleSoft Human Resources effortlessly handles multiple current employment data for employees.

The types of information you track for employees going on global assignments include setting up home and host data, identifying the dependents that will accompany employees to project locations, entering payment instructions for supplemental earnings and deductions, and classifying and tracking company-paid travel. And where employees have concurrent global assignments or multiple permanent jobs, you can easily maintain data for them all.

Click here to go to the Track Global Assignments PeopleBook. 

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## Plan Salaries

Maintaining competitive salary structures is essential for recruiting and motivating employees. In PeopleSoft Human Resources, you can handle with ease the myriad facets of this human resource area, including compensation analysis, salary planning, and administration. You'll increase the timeliness and consistency of your salary data and gain more flexibility in performing all your salary planning tasks. And if you're creating salary plans in a multinational organization, PeopleSoft Human Resources makes it simple to set up salary structures in multiple currencies.

Information you can process includes maintaining multiple salary administration plans for the same grade to differentiate among locations or currencies, tracking employee reviews using multiple rating scales and evaluation types and review factor ratings, developing salary increase budgets by department, creating comprehensive salary plans by department, and creating salary plans by employee.

Plan salaries based on a *variety* of reasons, and this information will flow down to create salary increase transactions for your employees. The Plan Salaries Business Process also supports anniversary date processing, tracks multiple budgets for different employment actions, allows multiple salary actions for an employee and updates budget totals automatically.

To assist you in carrying out all these tasks, you can view salary-related data online, including employee compensation history, salary structure summaries, compensation ranking by job code, and job evaluations by grade level, and generate several standard reports, including summary information and compa-ratio, below-minimum, and above-maximum analysis.

Click here to go to the Plan Salaries PeopleBook. 

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## Administer Training

Company-organized or -sanctioned training programs are the best way for employees to acquire the skills they need to fulfill job requirements and achieve career objectives. With our full-featured Administer Training process, you can develop programs for in-house and external courses and instructors. Naturally, you can also track course information for both your employees and students who are external to your organization, if, for example, you offer training to customers or temporary workers.

You'll use Administer Training Business Process to set up and maintain courses administered in-house or outside your organization. For course sessions administered in-house, you can enroll both employees and non-employees in the same course sessions, waitlist students when course sessions are full, enroll students on waiting lists automatically, track various types of training expenses, and enter and review course evaluations by session. To streamline information dissemination, you can generate several types of form letters to students, including course confirmations, cancellations, and reschedulings, using the information you've already entered in PeopleSoft Human Resources. You don't have to enter the information again in your word processor.

You can use training information in other areas of human resources too. For example, you can group training courses into training programs and tie them to job codes, using them as standards for employee career plans or as the basis for developing customized training plans. You can also update training plans in employee career plans automatically—when you indicate that employees have completed training courses, the system will enter completion dates in career plans.

Click here to go to the Administer Training PeopleBook.



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## Monitor Health and Safety

Meeting government health and safety regulations means providing better, safer work environments for your employees. To do so, you need to implement comprehensive health and safety programs. PeopleSoft Human Resources offers a wealth of features to meet all your program requirements, such as tracking occupational injuries and incidents involving company vehicles or visitors on company premises.

With the Monitor Health and Safety, you can track incidents involving multiple employees or non-employees, entering dates, witnesses, the exact location on or off company premises, any injuries or illnesses that resulted, the nature and cause of injuries or illnesses, and the details of any medical treatment required. For incidents involving company vehicles or equipment, you can track damage assessments, schedule regular vehicle maintenance and repairs, and review driver or operator records. And incident claims are a breeze to manage. For example, you can track reporting of occupational injuries and illnesses to the governing agency, track insurance information, medical diagnoses, and any recommended work restrictions or modifications.

You can enter and review data for the incident as a whole or for an individual (employee or non-employee) involved in the incident. To help prevent similar incidents from occurring in the future, you can track incident causes and monitor corrective actions taken. And you can monitor the results of medical surveillance exams to determine which groups of employees could be at risk because of their work location or job group, analyze risk factors and trends, and educate employees on preventive health care.

Click here to go to the Monitor Health and Safety PeopleBook.



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## Manage Positions

If jobs and their scope change less often than the employees filling them in your organization, PeopleSoft Human Resources offers you the option of structuring human resource data by position. With the Manage Positions Business Process, you can attach detailed information, such as job title, phone number, and mail stop, to positions in your company, and track the data regardless of whether employees fill those positions.

You might want to track only certain positions, such as the top five management levels, instead of tracking all positions in your organization. No problem. With PeopleSoft Human Resources, you can track as many—or as few—positions as you need to.

You can identify existing positions, keep track of the employees assigned to them, and produce departmental head counts and budgets. You'll always have access to all the data related to the position because PeopleSoft Human Resources stores position data separately. And the system automatically assigns the data tied to a position when you put an employee in it. To update overlapping employee data when you make changes to position data, you can choose to have the system update the data automatically. Or if you have exceptions to standard data for a particular employee, you can turn this option off. It's up to you.

You'll use the data you enter in the Manage Positions Business Process for other areas of human resources as well, including recruitment, career planning, and organizational planning. For example, for all vacant, budgeted, and approved positions, you can choose to have the system generate open job requisitions.

Click here to go to the Manage Positions PeopleBook.



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## Plan Careers and Successions

Retaining and motivating top-notch employees are important aspects of cost-effective human resource management. PeopleSoft Human Resources helps you manage organizational growth, build employee skills, and plan for transitions in key positions. By giving employees a clear view of their future in your organization, you'll keep them motivated to perform at their peak—and save on recruitment time and costs.

You'll find Planning Careers a great tool to use in grooming high-potential employees for key management positions. You can also use career plans to complement performance reviews and training programs for all employees in your organization. However you choose to use it, career planning will help you develop trained, motivated backup personnel who are prepared to step into open positions in your organization.

Determining well in advance who will replace current employees in key positions is necessary to ensure smooth transitions in organizational leadership. By tracking information on key positions, incumbents, and candidate lists, you can anticipate organizational bottlenecks and develop "what if" scenarios for actual and planned successions. And Executive Committees can easily view all the information they need to formulate official succession plans.

Using a graphical representation of your key positions, a succession tree, you can view and update the reporting relationships among key positions. You'll find this very useful when you make decisions that affect other areas of the organization—you can immediately spot the "ripple down" impact they have. What's more, you can create multiple succession trees to retain history on succession plans, your organizational structure, and alternative scenarios.

Click here to go to the Plan Careers and Successions PeopleBook.



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## Meet Regulatory Requirements

Strict compliance with government regulations is critical for organizations operating in the U.S. and Canada. PeopleSoft Human Resources makes it easy for you meet reporting requirements in several areas, including EEO/AA, OSHA, and accommodations made to comply with the Americans with Disabilities Act (ADA). You can also track Canadian pay equity, employment equity, and official language requirements.

It's a breeze to set up affirmative action plans by gender and ethnic groups, create affirmative action goals and timetables, and generate all the reports you need to comply with federal regulations on equal employment opportunities and affirmative action. To provide evidence that your company does not discriminate against people with disabilities, you can maintain information pertaining to employee or applicant requests for accommodations to enable them to perform job tasks, and track all the steps involved in bringing those requests to resolution.

For meeting Canadian pay equity requirements, you can identify job classes and quantify job evaluation criteria to make sure that workers' salary and wage scales are based on the value of the work performed.

You'll also get an interface with the Employment Equity Computerized Reporting System (EECRS). You can retrieve employment equity information from PeopleSoft Human Resources and export the data directly into the EECRS. You'll no longer have to spend valuable time re-entering the data—and you'll practically eliminate the possibility of data entry errors in your reports.

Canadian federal institutions are required to report on the official languages used in their departments, in accordance with the Official Languages Act (OLA). PeopleSoft Human Resources contains another interface you can use to load the data directly into the system the Treasury Board Secretariat requires you to use to report this information. Again, you don't have to re-enter the data into another system in order to comply.

You can meet Canadian Workers Compensation board requirements, including the tracking of incident, injury and illness data in addition to WCB Form 7 Reporting. Additional local country functionality enables you to track and meet company car reporting requirements in the United Kingdom and monitor and evaluate professional elections for workers in France.

Click here to go to the Meet Regulatory Requirements PeopleBook.



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## Recruit Your Workforce

Attracting top job candidates to your organization without investing a fortune in recruiting activities can be difficult to achieve. But PeopleSoft Human Resources makes it easy. Our Recruit Workforce Business Process enhances and automates your recruiting procedures, from setting up requisitions for new job openings and conducting searches for qualified applicants to tracking interviews.

Because PeopleSoft Human Resources is integrated, all recruiting data—in addition to current employee data—is immediately available for EEO/AA administration and reporting. So when it comes time to produce compliance reports about the gender and ethnic groups to which your company is extending offers, you can generate accurate employee and applicant counts, easily and quickly.

In addition, if you choose to enter personal and background data on applicants, all that information will become part of their employee data once they are hired. That way you won't have to enter personal data twice. Furthermore, you can also use the system to search through your current bank of employees for individuals who may be qualified for open positions or who may possess certain skills or training. For example, if you're planning to offer a cardiopulmonary resuscitation course to your employees, before you hire an outside instructor, you can search through employee data to find out if any of your employees have CPR instructor certificates and therefore might be able to lead the class.

You'll find local functionality specific to the United States, Canada, the United Kingdom, France, and Germany in the Administer Workforce Business Process windows. For example, you could track special military service information or work visa data for workers in France and Germany. Depending on how you choose to implement your business processes, you'll use either the Global window to access both core and local functionality for all of these countries, or one or more of the local country windows.

Click here to go to the Recruit Your Workforce PeopleBook 

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## Manage Competencies

Managing competencies is one of the most important concerns facing human resource managers in preparing to accommodate their organization's dynamic needs for the Workplace 2000 and beyond. As enterprises expand into and compete in the world marketplace, they must be increasingly flexible and efficient with their workforce planning. To be both competitive and profitable in the fast-paced business world of the Twenty-First Century, human resources professionals are having not only to rethink but ultimately to re-engineer their human resources management practices.

These new recruiting and career planning demands are shaping and will continue to shape how organizations build and manage their workforce to meet new workplace challenges. As organizations move from a job-oriented to a project-oriented workforce, create and manage self-directed work groups, and move to satisfy the changing expectations of their labor force, human resources professionals will need increasingly flexible and sophisticated tools at their disposal. PeopleSoft Human Resources Manage Competencies functionality is such a tool.

Because PeopleSoft understands the increasing importance of these business trends to our progressive users, we have designed our Manage Competencies Business Process functionality to act as a comprehensive, flexible core competency management system. The system can accommodate the information management needs faced by human resources professionals working to keep pace with Workplace 2000 trends. Here's how.

With the Manage Competencies Business Process you can use links to the Administer Workforce, Recruit Workforce, Plan Careers and Successions, and Administer Training Business Processes within PeopleSoft Human Resources to leverage your data and maximize your ability to match workers with positions and projects. You can weight competencies for each position and project, and relate competency information for both positions and individuals in order to better evaluate how efficiently you are meeting your organization's staffing needs, develop targeted training to enhance worker competencies so that your workforce's skills grow with your enterprise's competency needs, and report on your competency data.

Click here to go to the Manage Competencies PeopleBook 

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## Administer Variable Compensation

Managing a dynamic, evolving workforce presents the human resources professional with many incentive challenges. Not only does it involve motivating your current workforce on any number of projects, but also keeping skilled workers within your organization. And when it comes to keeping quality employees and motivating them to perform at their peak in today's ever-changing, increasingly competitive workplace, incentive compensation is an important piece of any enterprise's compensation package.



With PeopleSoft Human Resources flexible Variable Compensation functionality, you'll create and manage multiple variable compensation plans, and build complex variable compensation programs. These variable compensation programs can encompass everything from equity participation—stock options or stock grants—to bonus plans, non-cash incentives, and commission plans, just to name a few incentive options.

You'll define and build plan groups to meet your enterprise's unique business needs—even if you need to plan incentives differently for particular members within the same group. Finally, with the PeopleSoft Variable Compensation Business Process, you can administer and pay out your company incentives based on the achievement of individual, group, or corporate goals.

The Administer Variable Compensation Business Process gives you the ability to administer and track various types of incentive compensation to individuals and groups of employees, including equity participation, bonus administration, executive compensation, and non-cash incentives. With the system's built-in flexibility, you can track many other variable compensation or incentive types unique to your enterprise's business requirements.

In the spirit of true PeopleSoft flexibility, you can define groups of employees participating in variable compensation programs through a variety of mechanisms. You can use criteria to select groups, such as being a member or a project team, a department or a salary grade; or through manual entry into the system. Or you can use hierarchical relationships, such as the department tree in the tree manager. And the system builds and populates these Variable Compensation groups automatically using processes that you can run using the Process Scheduler.

Click here to go to the Administer Variable Compensation PeopleBook.



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## Working With PeopleSoft Human Resources Windows

In PeopleSoft Human Resources, you'll use two different types of windows depending on your business needs. In the following sections, we'll discuss the Core Global Functionality windows and the Local Country windows in turn.

### Topics

Core global functionality windows

PeopleSoft Human Resources local country windows

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## Core Global Functionality Windows

Each of the following windows contains the setup tables and panels you'll use to maintain your core human resource data for all of your enterprise human resources business processes:

- Administer Company Cars (GBL)
- Administer Training
- Administer Variable Comp(ensation)
- Administer Workforce (GBL)
- Manage Competencies
- Manage Human Resources (GBL)
- Manage Labor Relations (GBL)
- Manage Positions

**Monitor Health/Safety (GBL)**

**Plan Careers**

**Plan Salaries (GBL)**

**Plan Successions**

**Recruit Workforce (GBL)**

**Track Global Assignments**

Depending on your responsibilities or your department, you'll work with panels in many or only some of these Human Resources windows. For example, your personnel administration people will most likely use almost all the Human Resources windows. Those responsible for career planning, on the other hand, may only use the panels in the Plan Careers and Manage Competencies windows.

If you are working in the Administer Workforce (GBL) and Recruit Workforce (GBL) windows, you can access local country functionality for all available localizations in PeopleSoft Human Resources. This functionality is represented on the panels by country flags for Canada, France, Germany, the United Kingdom and the United States. Flag push buttons appear on panels throughout the core human resources system only when there is a relevant local requirement that the system supports.

**Note:** With Global Security, you can control user access to country flags that are relevant to your business needs throughout the system. If a user does not have access to local country functionality represented by a flag pushbutton, when the user presses the flag pushbutton, the system displays a message indicating that the user does not have access to that functionality.

**For more information on setting up global security, please refer to the section, Setting Up Security for Global Functionality in Administering Security in this PeopleBook.**

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## PeopleSoft Human Resources Local Country Windows

If you've implemented the local functionality windows in PeopleSoft Human Resources, you can work within any of the global Human Resources system windows, but we have also designed these windows specifically for users in Canada, France, Germany, the United Kingdom, and the United States.

While you will always find core functionality relevant to your business processes throughout the world, these country-specific windows will present you with additional functionality relevant only to the human resources requirements for that country. The panels in these windows support multiple currencies and languages for standard PeopleSoft Human Resources processes relevant to the local country window you are working in. If your company has offices in the U.S., France, and Germany, when you hire an employee using one of the relevant local windows, the currency defaults to dollars, francs, or marks, as appropriate.

Names, addresses, IDs, and telephone numbers are designed to accommodate local conventions. For example, you'll enter a Canadian Social Insurance Number in the Canadian panels and the system checks your entry to ensure that it conforms to Canadian SIN standards. Similarly, if you enter a German SIN in the German Administer Workforce panels, the system validates your entry against German SIN standards.

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**Canada**

If you are managing a Canadian workforce, we include these windows in PeopleSoft Human Resources that include both core functionality and Canada-specific functionality:

- Administer Workforce (CAN)**
- Manage Human Resources (CAN)**
- Monitor Health/Safety (CAN)**
- Plan Salaries (CAN)**
- Recruit Workforce (CAN)**
- Report Regulations (CAN)**

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**France**

If you are managing a French workforce, we include these windows in PeopleSoft Human Resources with both core functionality and French-specific functionality:

- Administer Workforce (FRA)**
- Manage Human Resources (FRA)**
- Monitor Elections (FRA)**
- Recruit Workforce (FRA)**

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**Germany**

If you are managing a German workforce, we include these windows in PeopleSoft Human Resources with both core functionality and German-specific functionality:

- Administer Workforce (GER)**
- Manage Human Resources (GER)**
- Recruit Workforce (GER)**

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**The United Kingdom**

If you are managing a UK workforce, we include these windows in PeopleSoft Human Resources with both core functionality and UK-specific functionality:

- Administer Company Cars (UK)**
- Administer Workforce (UK)**
- Manage Human Resources (UK)**
- Recruit Workforce (UK)**

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**The United States**

If you are managing a US workforce, we include these windows in PeopleSoft Human Resources with both core functionality and US-specific functionality:

**Administer Workforce (U.S.)**  
**Manage Human Resources (U.S.)**  
**Recruit Workforce (U.S.)**  
**Report Regulations (U.S.)**  
**Monitor Health/Safety (U.S.)**  
**Manage Labor Relations (U.S.)**

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## Generating Reports

PeopleSoft Human Resources comes with several standard reports that support a broad range of human resource business processes—from management information requirements, to EEO and OSHA regulatory reports for organizations doing business in the United States, to special company car reports for the UK, to WCB and EECRS reporting for organizations with Canadian employees, among others. You can also generate job postings, mailing labels, lists of upcoming performance reviews, new hire summaries, and much, much more.

We have created many of our standard reports using MITI's Structured Query Report Writer (SQR). Because you can use SQR to extract data from any SQL database, you can use this tool to create a wide variety of reports or to perform global database manipulations and interactive queries. You can use these reports as we've provided them or customize them to meet your specific needs.

We have also created other standard reports using Crystal Reports Pro™, a report formatter that helps you print formatted reports quickly and easily. You can use this tool to format and print new queries you've created to generate them repeatedly with the most up-to-date information in your database. Or, save copies of the same report to track data changes over time.

We've also included PeopleSoft nVision, designed with the spreadsheet in mind, and providing a seamless link between your data and several popular spreadsheet applications. PeopleSoft nVision enables you to import information directly from your database into Microsoft Excel, for example. What's more, it provides this data on demand—you don't have to wait for batch report information. And because everything runs online from your spreadsheet application, you're one step closer to a paperless office. Within the same report you can expand summary information—drill down—to the most detailed level and then collapse it back to a summary level.

PeopleSoft Human Resources also enables you to create form letters in your word processor linked to the data you need from your database. You'll no longer have to spend a lot of time creating the same letters over and over. And your letters will be accurate—you don't have to retype the information, so there's no risk of making new errors like name misspellings or incorrect dates. Using Microsoft Word for Windows as the word processor, we deliver sample form letters for two areas of human resources: recruitment and training administration.

To streamline all these processes, you use the Process Scheduler. This tool enables you to schedule processes locally on your client workstation or remotely on a server—without having to exit PeopleSoft Human Resources or resort to a third-party scheduling program. What's more, if you schedule processes to run on a server, you can choose to run them at a later date and time. That way you can avoid tying up valuable personnel and printer resources during peak periods.

To perform ad hoc and repeated queries against your PeopleSoft database, you can use PS/Query, a powerful, yet easy-to-use query tool that enables you to create new queries, run pre-existing ones (queries you or others have created), and generate the results online or in printed reports.

Click here to go to the PeopleSoft Human Resources Reports PeopleBook. 

## Topics

**Global reporting in PeopleSoft Human Resources**

**Sample reports**

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### Global Reporting in PeopleSoft Human Resources

PeopleSoft Human Resources supports multiple language reporting. You can run several of your standard reports in American English, UK English, Continental French, and German using PeopleSoft Human Resources global and PeopleTools Reporting functionality. Your Human Resources system supports multiple language reporting for the following business processes:



**Recruit Workforce Reports(1)**



**Administer Company Cars Reports(2)**



**Plan Salaries Reports(3)**



**Administer Variable Compensation Reports(4)**



**Administer Workforce Reports(5)**



**Manage Positions Reports(6)**

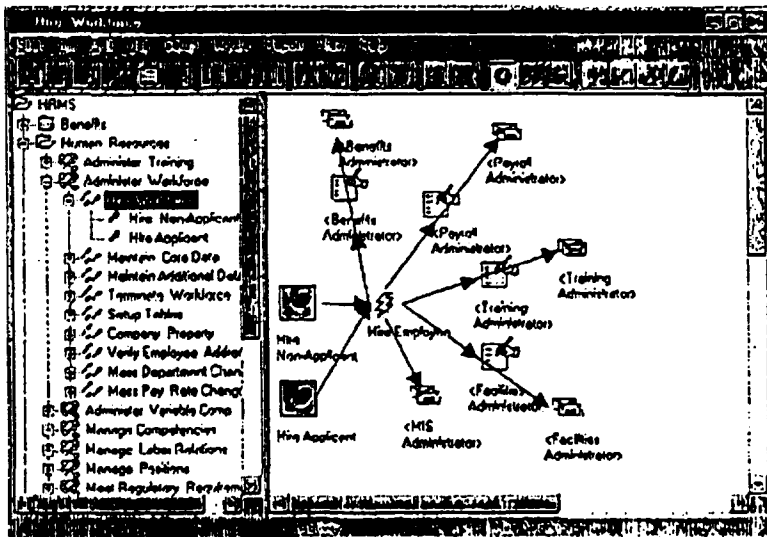
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### Sample Reports

We have provided samples of Human Resources standard reports in your hard copy of *PeopleSoft Human Resources Reports*. You'll find descriptions of how to run these reports in your PeopleTools documentation.

## Application Designer, Navigator, and Workflow Integration

PeopleSoft Human Resources leverages the PeopleTools 7 business processes built in the Application Designer and Workflow into almost all areas of the Human Resources system. And with the PeopleTools Navigator graphical interface, you have the option of mapping out all of your business process activities, steps and workflow events clearly and logically online. Moving through your business process activities becomes as easy as clicking your mouse.



### The Hire Workforce Business Process in PeopleSoft Human Resources

You can use the Navigator to step through your Human Resources business processes, or you can continue to access windows, panels and processes using menus. It's up to you.

## Topics

Business Process examples in PeopleSoft Human Resources

To learn more about implementing the methods of navigating through PeopleSoft, please refer to your *Using PeopleSoft Applications PeopleBook*.

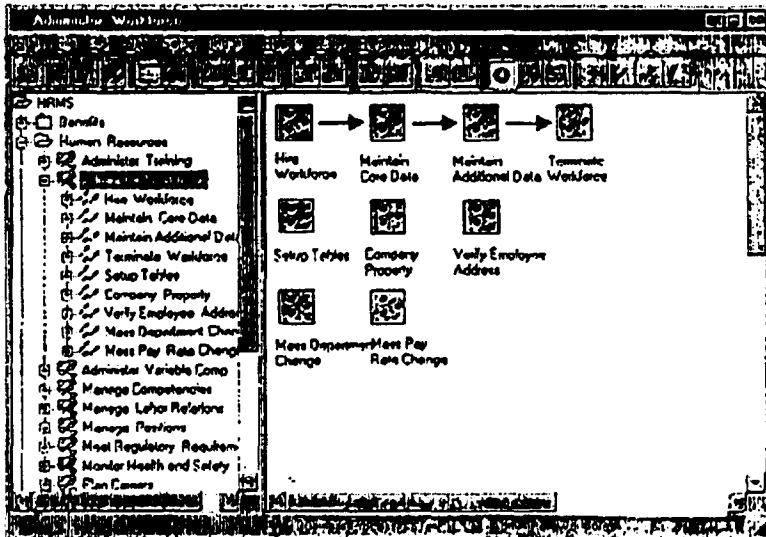
## Business Process Examples in PeopleSoft Human Resources

In PeopleSoft 7 Human Resources, we provide you with a number of model Business Process maps in the Navigator to illustrate how you can use the Navigator and Workflow in your enterprise. These business process maps include:

- Administer Training
- Administer Variable Comp(ensation)
- Administer Workforce
- Define Variable Compensation

- Inventory Competencies
- Manage Labor Relations
- Manage Positions
- Meeting Regulatory Requirements
- Plan Careers
- Plan Salaries
- Process Job Changes
- Recruit Employees
- Safety
- Track Global Assignments

You can customize these model business processes to create your own working business process maps tailored to fit your enterprise business needs.



PeopleSoft 7 Human Resources Business Process Examples in the Navigator

For more information on using the Application Designer, the Navigator, and Workflow to build business process maps, please refer to Mapping Your Business Processes.

# PeopleSoft General Ledger for Public Sector Overview

PeopleSoft General Ledger for Public Sector combines an integrated financial database with powerful general ledger accounting, budgeting, financial analysis, inquiry, and reporting features that meet the particular reporting and operational demands of state and local governments and universities. PeopleSoft General Ledger provides an innovative client/server-based solution for fund accounting, budgetary control, and project and grant accounting requirements in education and government. Regardless of the size and scope of your operations, PeopleSoft General Ledger can meet the most demanding general ledger, budgeting, and financial reporting requirements. You can easily adapt PeopleSoft General Ledger to fit specific business requirements. Using a friendly Windows environment and our intuitive PeopleTools, you can completely customize the general ledger system online, without writing or changing source code. This adaptability results in vastly reduced installation and customization time and costs. When you're ready to upgrade hardware, software, or operating systems, PeopleSoft General Ledger for Public Sector adapts accordingly, and your view of the system remains unchanged.

PeopleSoft General Ledger centrally stores financial data for multiple business units while it simultaneously maintains unique accounting environments for them. It provides a breadth of functionality that encompasses tasks from journal entry and tracking, to encumbering funds, to professional-quality reporting with PS/nVision and OLAP. Using the PeopleTools application development environment, you can design a financial system that fits your operations and is portable across platforms. With such power, flexibility, and usability, PeopleSoft General Ledger may be the last financial system you ever need to purchase.

This overview introduces you to the impressive array of features that PeopleSoft General Ledger offers your organization.

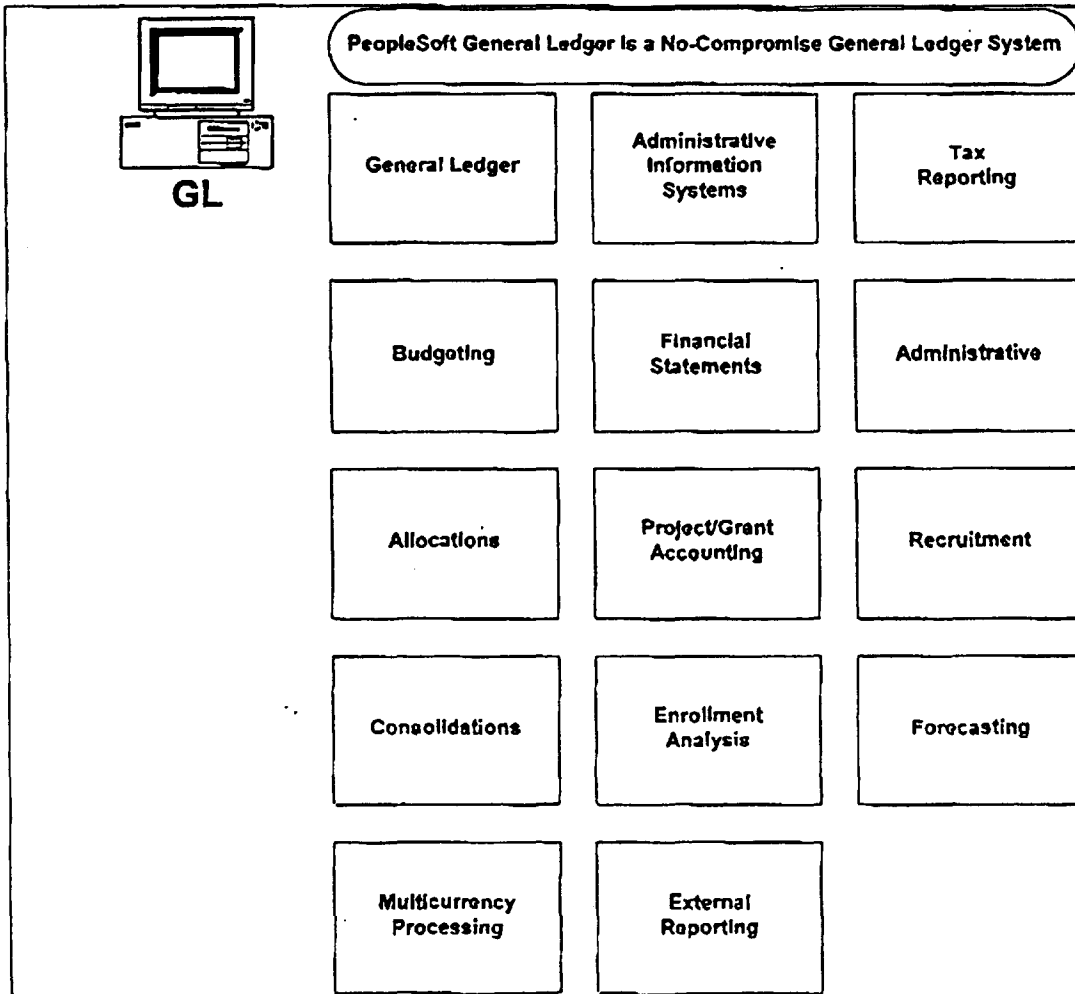
## **Topics**

- Flexible design**
- Effective-dated information**
- Flexible chart of accounts with ChartFields**
- User-defined budgetary control with available funds checking**
- Comprehensive Budgeting**
- Unlimited ledgers**
- Enhanced journal processing**
- Visual summarization of information**
- Powerful, comprehensive reporting**
- Automatic allocations**
- Comprehensive consolidations**
- Feature-rich multicurrency capabilities**
- Realtime integration with PeopleSoft products**



## Flexible Design

You define how your PeopleSoft General Ledger system works. You establish the chart of accounts, budgetary controls, budgets, actuals ledgers, calendars, organizational structures, reporting requirements, and accounting procedures that mirror your operations. As your organization grows, PeopleSoft General Ledger evolves with it. You don't need to depend on technical staff for special customizations.



### PeopleSoft General Ledger Is a No-Compromise General Ledger System

PeopleSoft General Ledger provides you with everything you've always wanted in a general ledger system—sleek design, high performance, smooth handling, adaptability to business and economic conditions, as well as economy and practicality. Behind all that flexibility is our table-driven design. Data is stored in a series of tables rather than being hard-coded in a program, and the table structure drives how the system operates, and how it looks and feels. A well-designed, table-driven system puts the user in control.

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## Effective-Dated Information

Information stored in critical PeopleSoft General Ledger tables is keyed by effective date, which is the date you want the information to take effect. Storing information by effective date maintains historical, current, and future versions of critical data for quick retrieval.

So, for example, if you plan to establish a new entity as of July 1, 2001 using the same account structure as an existing entity with several additional accounts, you can set up the new entity and its accounts today with a July 1, 2001 effective date. When that date arrives, the system automatically activates the new entity and its accounts.

PeopleSoft's effective-dated design enables you to anticipate, prepare for, and respond to changes easily. You can implement new funds, organizations, and projects in the general ledger system months before planned activation dates, and you can record activity for them when their effective dates become active. You can maintain your current accounting environment and store historical data; anticipate combined results, diversification, and growth; and report across the entire spectrum of information.

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## Flexible Chart of Accounts With ChartFields

The chart of accounts defines the financial structure of an organization. With PeopleSoft General Ledger ChartFields, you can define your own account code structures with names meaningful to your organization. You determine the number of ChartFields you use, the number of characters in each ChartField, and the ChartField names. You can set up an existing chart of accounts or completely restructure it to capture information according to the way your organization works.

If you work with business units that use different charts of accounts, you can define unique ChartFields for each business unit. You define editing rules for ChartField values and ChartField value combinations. Defining both valid and invalid combinations, you can filter entries before you post them to ledgers, saving you time and effort during reconciliations and closings.

We ship the following default ChartFields (Fund, Organization, Program, Sub Classification, Account, Budget Year, Project/Grant, Stat Code, Job Code, and Scenario) that you can add, customize, or delete to meet your organizational requirements and fit your accounting environment.

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### Fund

Use the Fund ChartField to establish the fund types you use within your accounting environment. Funds are both fiscal and accounting entities. They maintain a self-balancing set of accounts to record cash and other financial resources, together with related liabilities and residual equities or balances. Funds segregate financial information for the purpose of carrying on specific activities and attaining certain objectives in accordance with regulations, restrictions, and limitations.

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### Organization

Organizational structures are typically systematic representations of the divisional breakdown of a public sector entity. They can also represent levels of budgetary control. Each organization represents an operating unit within an entity. PeopleSoft General Ledger stores data on each of the organizational units within the entity, as well as tracking their relationships with other organizational units. With the PeopleSoft Tree Manager, you can display these relationships visually.

You can also establish budgetary control parameters to check budgets at any level within your organizational hierarchy. You set these parameters by budget type, so you can establish each budget type at a different level within the organizational structure.

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## **Program**

Programs are groups of related activities directed toward the accomplishment of sets of identifiable objectives. With PeopleSoft General Ledger, you define programs according to your requirements—whether they arise by statute, executive order, or your organizational standards. The PeopleSoft Tree Manager also supports program hierarchies that help you identify budget checking rules and generate reports.

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## **Sub Classification**

Sub Classifications are ChartField values that uniquely identify appropriation budgets when you combine them with values such as budget years, funds, organizations, and programs.

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## **Account**

Accounts classify transactions as expenditure, revenue, asset, liability, or equity transactions.

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## **Budget Year**

Budget years indicate which budgets the system checks and updates during transaction processing. In addition to standard budgetary control, you can open and close budget years to transaction activity.

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## **Project/Grant**

Projects and Grants let you segregate and track project or grant encumbrances, expenditures, and revenues, with or without budgetary control. You can track revenue recognition and receipts, and match them to revenue sources for projects and grants at various levels.

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## **Scenario**

Scenario ChartFields identify different budget iterations that use different assumptions.

Budget Checking uses only the "Final" Scenario.

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## **User-Defined Budgetary Control With Available Funds Checking**

PeopleSoft General Ledger provides an easy-to-use, parameter-driven method for defining the budgets you use, the level of detail at which you budget, the control you want to enforce, and available funds checking that can include pre-encumbrances. Because we've never seen two public sector organizations set up budgetary control in the same way, we provide a design that offers you flexibility without the headache of overly complicated customizations.

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## User-Defined Budget Keys

Your organizational structure and budgetary goals drive the level of detail at which you budget, and the budget access keys you require. You can define different budget access keys for each budget type you establish in the system. You can base budget access key definitions on funds, organizations, appropriations, programs, budget years, projects, grants, sub-classifications, or any custom ChartFields that you use.

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## User-Defined Budget Checking Roll-ups

Most often, you need to record and report on actual transaction activity at a level of detail that differs from your budgets. With PeopleSoft General Ledger, you can link a tree-based hierarchy of relationships with budget keys so that the system translates any ChartField from one level of detail to another. As a result, you can budget at one level of detail, record actuals in more detail, and base your reports on any summarization levels you define.

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## Comprehensive Budgeting

PeopleSoft General Ledger provides five different budget types—Appropriations, Allotments, Organizational Budgets, Revenue Estimates, and Projects and Grants. Once you establish them, you can control expenditures, track and match revenues against estimates, and report on budgetary results and status. You can also establish additional budgets according to the requirements of your accounting environment, and customize the default public sector budgets.

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### Appropriations

Use appropriations to establish budgets to track and control expenditures authorized for a given purpose during a specific time period. You can load appropriations for a budget period into the system prior to the beginning of the period and the final approval of the budgets. You can also specify when budgets become available for expenditure.

When the final budgets receive approval, you can adjust appropriations and store the adjusted appropriations as original budgets. After final budget approval, you can record any changes to appropriations, and track these changes separately with an audit trail of the events that trigger them. Meanwhile, the system keeps the original, finalized appropriation budget amounts intact, regardless of the modifications you make. With Crystal Reports, budget status reporting for appropriation budgets is available to you at any time.

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### Allotments

Use allotments to allocate portions of appropriations that you encumber, expend, and disburse over specific periods of time. PeopleSoft design lets you map expected spending requirements to your business functions for specific appropriations. You define the allotment time periods and amounts.

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### Organizational Budgets

You can define organizational budgets to track or control appropriation spending in more detail than appropriation budgets. You can base organizational budget time periods on the life of an appropriation, or allot organizational budgets to periods within the life of an appropriation. You can also define an organization budget without tying it to an appropriation. An organization budget is often referred to as the expense budget.

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## Revenue Estimates

With revenue estimates, you can track recognized revenue and cash receipts. As you apply payments to an Accounts Receivable item, you also update your revenue estimate budgets with collected amounts. To control appropriation spending, PeopleSoft design lets you link revenue estimates to multiple appropriations.

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## Projects and Grants

You can track or control project and grant spending at multiple project levels, and across multiple fiscal and budget years. And, you can match project and grant revenue to funding sources that you define.

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## Comprehensive Accounting for Projects and Grants

PeopleSoft General Ledger provides project and grant functionality that segregates and tracks encumbrances, expenditures, revenue, and cash receipts, and enforces budgetary controls according to your budgetary control definition.

Key features include project and grant tracking and reporting across multiple fiscal and budget years; project budgeting at multiple lower levels such as segments, phases, and activities; indirect cost accounting that doesn't affect the general ledger; and expenditure control by an overall project or grant budget, or by detailed budget lines within each project or grant.

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## Flexible Accounting Periods and Calendars

Traditional general ledger systems limit your calendars to 12 or 13 accounting periods and to predefined beginning and ending dates. PeopleSoft General Ledger calendars support an unlimited number of accounting periods that span multiple years. You can maintain monthly accounting periods with an additional adjustment period, or define different periods according to your accounting cycles, choosing the beginning and ending dates that you use.

PeopleSoft General Ledger provides optional adjusting periods, balance forward periods, and year-end closing periods that you can use to isolate these transactions from normal activity, and to reflect periodic activity accurately.

You can maintain multiple open accounting periods and fiscal years, and post to the appropriate period and year according to the journal date. Your data integrity remains intact. And you can open and close periods and years without performing special procedures, eliminating the hassles of period closings.

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## Unlimited Ledgers

Using PeopleSoft General Ledger, you can manage more than actual transactions. Unlimited ledger capabilities enable you to track and control budgets, statistical quantities, commitments, and procurements, and to forecast information. Combine this information with "actuals" to generate critical management and control information. To record and report on financial and nonfinancial data at the appropriate level of detail, you can define as many ledgers as you need, process unlimited ledger currencies within a ledger group, and drilldown to transaction level detail from all ledgers within a ledger group.

You specify whether ledgers are balanced or unbalanced, allowing you to maintain actuals and work with budget forecasts within the same system. You can separate nonfinancial information in separate ledgers, and then combine information from multiple actual, budget, and nonfinancial or statistical ledgers to generate reports. Maintaining an unlimited amount of historical and forecast information expands your reporting capabilities to include all available financial and statistical data.

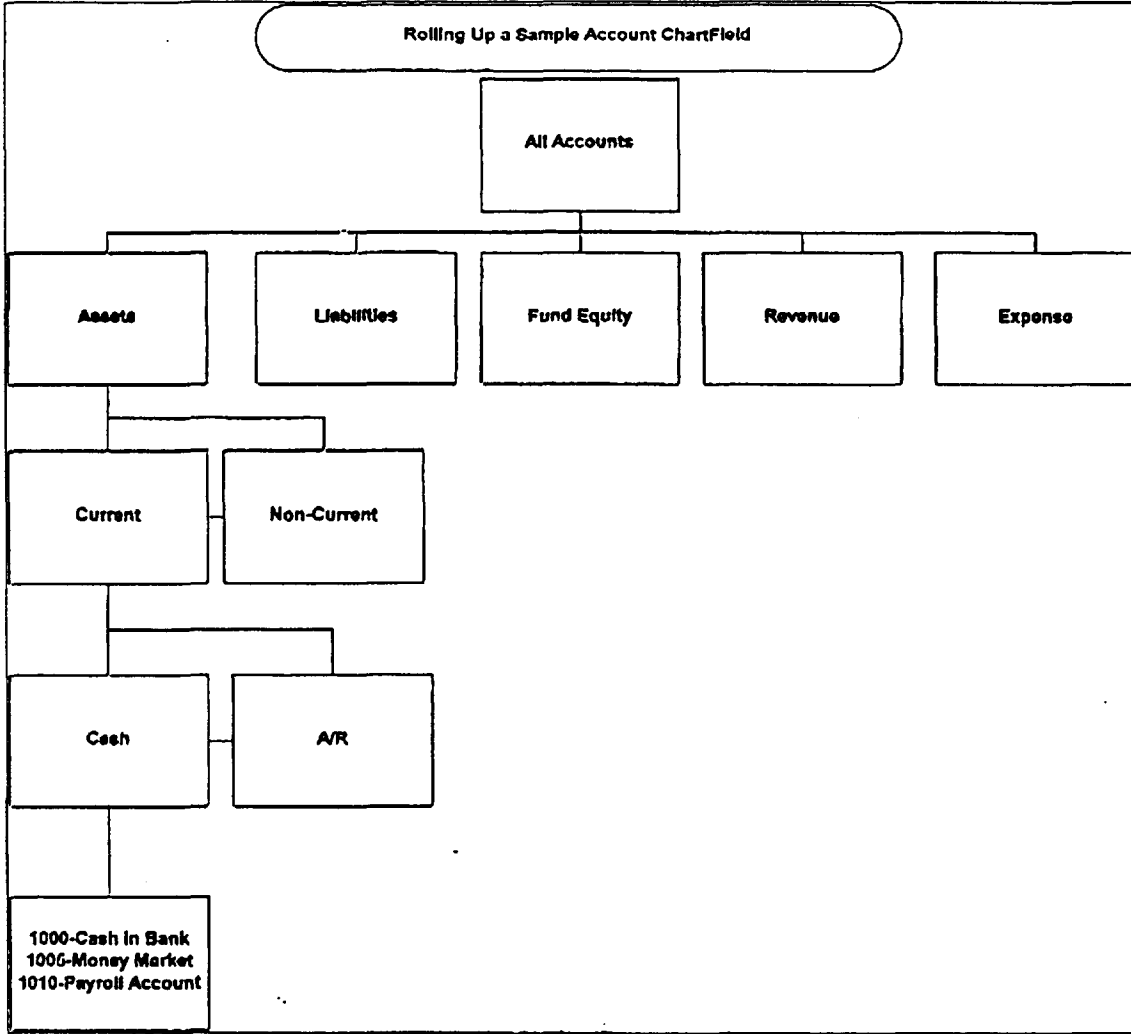
You also define the rules for posting to ledgers, ledger controls, and closings. PeopleSoft General Ledger automatically closes to fund equity at the end of the fiscal year. Because you define the rules, you can reclose at any time to reflect new rules or adjustments to prior years, reducing the need for extra accounting periods and placing you in control of the closing process.

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## Visual Summarization of Information

PeopleSoft General Ledger delivers a convenient solution for grouping detail items based on any ChartField in your chart of accounts. Using tree diagrams, you can visually establish summarization levels and reporting relationships. This intuitive, visual approach allows you to see where detail items fit into the big picture. When things change, simply update the tree—and revisions are reflected everywhere the tree is used.

You design the structure of your rollup trees, using as many levels of detailed information as you need. This illustration displays a sample account rollup structure, each box representing the summary of detailed chart of accounts values.



### Rolling Up a Sample Account ChartField

Trees provide an easy way to create, maintain, and visualize the rollup relationships you use throughout your general ledger system. The rollup trees you define with our Tree Manager are independent of our reporting systems. Using these trees, you can represent and work with essential rollup relationships for allocations and budgeting, as well as reports.

You can find a thorough explanation of trees and how they work in *PeopleSoft Application Fundamentals: Understanding trees*.

Trees are effective-dated, allowing you to quickly create "what-if" scenarios. To visualize the bottom-line effect of a proposed new organizational structure, simply modify an existing tree to include the structure, and then run the appropriate reports using existing financial information. Modifying trees with effective-dated information allows you to vary and control reporting and other summaries without changing your chart of accounts, and to store and maintain different versions of trees by dates.

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## Enhanced Journal Processing

The accuracy of your financial information begins with data entry. You define the rules for journal posting, whether you post using an interface from another system or directly online in PeopleSoft General Ledger. You define suspense accounting, journal entry exception, and error-handling rules, ensuring dependable data and accurate reports so you can spend your time analyzing data and trends rather than tracking errors.

PeopleSoft General Ledger supports recurring and template journals, background and online posting, and an UnPost feature that reverses posted journals and provides a complete audit trail.

The Batch Journal Entry Import method significantly improves performance when you import a large volume of journals realtime. With a push button, you can save the journals you created in an Excel spreadsheet. Using a batch SQR process, you can then load the file to journal tables. PeopleSoft General Ledger performs all the necessary processes (for example, field editing, defaulting, error reporting) in the batch process.

In PeopleSoft General Ledger, journal entry features make it easy for data entry personnel to be productive. Multiple line entry capabilities result in fewer interruptions. Running journal totals and default balancing automatically tracks the background entry process.

SpeedType shortcut keys and automatic input defaults eliminate redundancy, save time, and reduce errors. You can even enter statistical and monetary amounts on the same journal entry, reducing the number of journal lines and keeping related entries together.

In addition to editing for individual ChartField values, you can define combination editing rules for data validation. You determine the number of combinations and the number of ChartFields in a combination—as many as you need.

You can record interfund journal entries, as well as those that affect the accounts of only one fund, including equity transfers, interfund loans and advances, operating transfers, and reimbursements.

PeopleSoft General Ledger handles routine tasks automatically while it allows you to define and override processing rules. You can automatically reverse accruals and specify the reversal date. Interorganization (InterUnit) accounting eliminates partial entry errors and posting to invalid accounts. Budget check and post online, or use background processes to accommodate different phases of your accounting cycle. You can also override budgetary control results and unpost posted journals with a complete audit trail.

In addition to editing for individual ChartField values, you can define combination editing rules for data validation. You determine the number of combinations and the number of ChartFields in a combination—as many as you need.

OpenItem accounting retains open subledger activity until cleared, maintaining records of employee advances and other activities that require the balance to remain open for longer than one period. Post online or use background processes to accommodate different phases of your accounting cycle. You can also unpost posted journals with a complete audit trail, to allow you to correct journal entry errors immediately.

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## Powerful, Comprehensive Reporting

PeopleSoft General Ledger offers robust, versatile reporting capabilities. Using OLAP (Online Analytical Processing) tools, you can examine ledger data online, interactively, and in multiple dimensions. Along with these capabilities, you benefit from a variety of SQR report writer standard customizable reports, and PS/nVision graphical spreadsheet-driven reports that we ship with the product.



It's easy to create professional financial statements as well as management reports, because PS/nVision's features and functionality provide:

- A seamless interface to popular Windows spreadsheet software.
- Familiar pull-down menus and dialog boxes for defining and running reports.
- Access to trees that provide summarized reporting information.
- Report scopes that allow you to generate multiple report instances from report formats.
- Drilldown capabilities to give you instant access to different levels of detailed information.

PS/nVision works within your spreadsheet software. You don't need to learn new tools—just a few new features. Using the PS/nVision spreadsheet interface, you can easily create and save report formats, charts, and graphs. Supporting reports with summary rollup trees makes them sensitive to tree modifications, so the changes you make to reporting summaries and roll-ups are automatically implemented in related reports.

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## Automatic Allocations

In PeopleSoft General Ledger, you can allocate any balance to any ChartField combination in your chart of accounts. You can set up allocations to distribute revenue and expenses across business units, funds, projects, programs—any field or logical group. You can even allocate amounts that have already been allocated. PeopleSoft General Ledger follows your rules to distribute amounts while maintaining database integrity and producing a complete audit trail.

Choose from five allocation types—copy, spread evenly, fixed basis, prorata, or arithmetic operation. You can mix and match allocation sources, methods, and recipients.

Using InterUnit allocations, you can allocate between business units with different base currencies. Trees let you quickly and easily define values or trees with node values—making allocations easier to set up and maintain.

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## Comprehensive Consolidations

In PeopleSoft General Ledger, you can consolidate and report the financial results of any number of related legal entities or operating units. Use the business unit consolidations we deliver with PeopleSoft General Ledger or define your own based on any ChartField.

If your organization needs several consolidation configurations to accommodate management and statutory requirements, you can easily use trees to build an unlimited number of graphic consolidation rollup structures. You can automatically eliminate interorganization transactions so you can more accurately analyze consolidated results. You define minority interest relationships and ownership percentages, and PeopleSoft General Ledger calculates and posts the adjustments when you run the consolidation.

PeopleSoft General Ledger offers an automated equitization process that records current period fund equity changes based on a controlling organization's ownership. For organizations with complex parent/subsidiary business unit relationships, this reduces processing time and the possibility for errors.

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## Feature-Rich Multicurrency Capabilities

PeopleSoft General Ledger provides multicurrency processing that satisfies the demanding requirements of multinational financial management. It supports currency conversions, remeasurements, translations, and revaluations and provides a complete audit trail of all multicurrency processing.

You can define unlimited currency exchange rate types. Enter exchange rates for a single common currency, and PeopleSoft General Ledger automatically generates all the different inverse and cross rates between the currencies you specify. It supports an exchange rate of eight decimals (7.8).

Multibook offers you realtime, transaction-level conversion to all global currencies. PeopleSoft supports multiple base currencies, each in the form of a ledger defined for a business unit. Ledgers are linked together to define a ledger group. PeopleSoft General Ledger automatically converts transactions to the applicable base currency and then posts to the corresponding ledger—enabling full, drilldown support and cross-currency comparisons at both summary and transaction levels.

PeopleSoft General Ledger converts foreign currency denominated journal entries to the base currency, and stores all relevant information for later analysis and reporting. You can post multicurrency journal entries in both base and foreign currency amounts.

Many organizations have particular accounting and reporting requirements. To support the use of statutory and analytic accounting required for reporting, alternate account codes let you map statutory accounts to analytic accounts at the detail transaction level. In PeopleSoft General Ledger, you can also capture and report in greater detail the accounting information that resides in balance sheet accounts. You can view the gross debit and credit balances as well as net result for the ledger balance. Using PS/nVision and OLAP, you can report on all three amounts.

Currency dictates the precision of monetary amounts. We deliver PeopleSoft General Ledger currency sensitive fields with a standard length of 13 integers and 2 decimals (13.2). With the flexibility of our system, you can expand these amount fields to a maximum of 15 integers and 3 decimals (15.3) to meet your international business requirements.

You define the rules and PeopleSoft General Ledger translates posted balances into different currencies and calculates gains or losses due to restatement.

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## Realtime Integration With PeopleSoft Products

PeopleSoft General Ledger shares the same relational data structure, user interface, reporting tools, and customization capabilities as other PeopleSoft Financials modules. If you're not ready to implement other PeopleSoft Financials applications, you can use PeopleSoft General Ledger as a stand-alone product, interfacing it with your existing accounting applications.

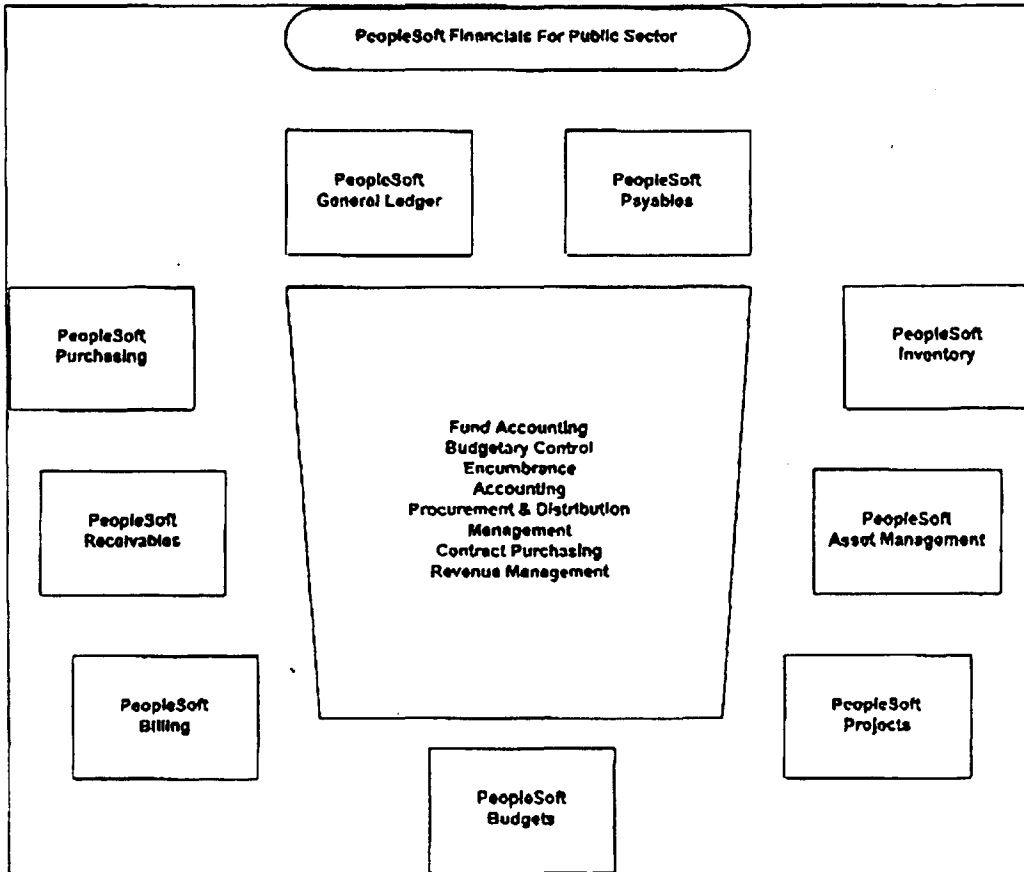
You realize numerous benefits when you integrate PeopleSoft General Ledger with:

- PeopleSoft Payables to automatically update appropriations, allotments, organization budgets, and project and grant budgets for expended amounts. PeopleSoft Payables provides in-depth vendor maintenance features, which it shares with PeopleSoft Purchasing, and comprehensively tracks your payables and liabilities.
- PeopleSoft Purchasing to automatically update appropriations, allotments, organization budgets, and project and grant budgets for pre-encumbered and encumbered amounts. PeopleSoft Purchasing automates and

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tracks procurement, commitment, and contract purchase information in detail.

- PeopleSoft Receivables to automatically update revenue estimates for accrued and collected amounts and capitalize on a link between revenue estimates and appropriations to update appropriations for accrued and collected revenue. PeopleSoft Receivables also maintains customer relationships and provides in-depth credit management capabilities.
- PeopleSoft Inventory to automatically update appropriations, allotments, organization budgets, and project and grant budgets for pre-encumbered amounts when items are shipped from your inventory.



PeopleSoft General Ledger for Public Sector Integrates With PeopleSoft Financials for Public Sector