



Statement of Services to the Consulting Services Agreement

Statement of Services #3

Document ID: 20010424102711-ZAOMLJ

This Statement of Services ("SOS") is made as of June 18, 2001 ("**SOS Effective Date**") by and between PeopleSoft USA, Inc. ("**PeopleSoft**") and the Board of Trustees of Community College No. 508, County of Cook and State of Illinois on behalf of the City Colleges Of Chicago ("**Customer**"). This SOS incorporates by reference the Consulting Services Agreement (CSA) between the Parties ("**Agreement**") dated February 10, 2000. In the event of a conflict in terms between this SOS and the Agreement, the terms of this SOS shall prevail. All capitalized terms not otherwise defined herein shall have the same meaning as in the Agreement. Any specification, design, user requirements document, installation checklist, etc., attached hereto and explicitly referenced herein shall be part of this SOS, provided such documents are in writing and signed by an authorized representative of each party.

1. General Information:

PeopleSoft Client Executive

Name: *Buddy Ramos*
 Address: *2 West Brook Corporate Center, Suite 400; Westchester, IL, 60154; USA*
 Phone: *913/791-0145*
 Fax: *913/791-0154*
 E-mail: Buddy_Ramos@peoplesoft.com

PeopleSoft Project Manager (if assigned)

Name: *Barbara Johnson*
 Address: *2 West Brook Corporate Center, Suite 400; Westchester, IL, 60154; USA*
 Phone: *877/343-9967*
 Fax:
 E-mail: Barbara_Johnson@peoplesoft.com

Customer Project Manager

Name: *Sharon Rice*
 Address: *American Express Tax and Business Services Inc., Suite 800, One South Wacker Drive, Chicago, IL 60606-3392*
 Phone: *312-634-4709*
 Fax: *312-634-3410*
 E-mail: srice@ccc.edu

Customer Billing Contact

Name: *Delores Javier*
 Dept:
 Address: *226 West Jackson, Chicago, IL, 60606, United States*
 Phone: *312/553-2845*
 Fax:
 E-mail: djavier@ccc.edu

**Customer Site
 at which Services are to be performed**

Address: Chicago, IL

PeopleSoft Work Order #

Customer P.O. #

2. Services to be Provided: PeopleSoft shall provide Customer with the following Services and Deliverables outlined below ("Services"):

PeopleSoft Consulting will provide services and deliverables related to planning, strategy and initial design elements of the implementation. PeopleSoft Compass Methodology will serve as the roadmap for this engagement to be managed by PeopleSoft Consulting. It is a deliverable-based approach and applies across industries, business processes and technologies. The overall process is supported by a set of planning charts, activities, techniques, and deliverables necessary to effectively implement PeopleSoft applications for PeopleSoft Consulting clients. *Compass* is comprised of the following six phases:

Phase One: Strategy	Phase Four: Construct
Phase Two: Planning	Phase Five: Transition
Phase Three: Structure	Phase Six: Deploy

The following services are the elements from the Compass Structure phase.

- Provide functional and technical support for first eight weeks of the implementation of the Peoplesoft financial system software ("System") at the Customer's site ("Project").
- Provide PeopleSoft Consulting Project Manager and Engagement Director support for the creation of the Project plan and strategy documents
- Provide functional and technical support for the creation of the Project Plan and strategy document deliverables.
- Initiate and schedule additional detailed design sessions for the General Ledger, Accounts Payable, Purchasing, Grants management, Accounts Receivable and Billing modules of the System.
- Provide a written report to Customer identifying and detailing (a) any additional System customizations and modifications, and (b) alternatives to proposed System modifications and customizations.

3. Deliverables: PeopleSoft shall also provide the following deliverables:

- Creation of detailed, written high level Project plan that includes: task list, allocation of responsibility for tasks, start and end dates, work effort in hours, Project timeline (with milestones), and human resources required (Peoplesoft, CCC and contractors) to complete the Project. (See attached sample)
- Creation of written initial Strategy documents detailing:
 - Initial System configuration design: Providing the high level approaches for the major configuration elements within the following modules - General Ledger, Accounts Payable, Purchasing, Grants, Accounts Receivable and Billing. (See attached sample)
 - Testing Strategy– provide the goals, approach, check points and timeframes (See attached sample)
 - Customization and modification standards – the Project's approach (tasks, resources and procedures) for managing the customization (change to PeopleSoft delivered software) development process. (See attached sample)
 - Workflow Strategy – the Project's approach (tasks, resources and procedures) for managing the technical workflow development process. (See attached sample)

In addition to the above formal deliverables, PeopleSoft consultants will participate in meetings and discussions and provide an informal written review and critique of the strategy reports created by CCC or its contractors related to the following Project components:

- Conversion Strategy
- Interface Strategy
- Security Strategy
- Reporting Strategy

4. Staffing

This engagement requires a committed and dedicated Customer project team. Customer and PeopleSoft Project Managers must monitor the availability of team members and take all action necessary to avoid delays.

It is extremely important that Customer staff its project team as specified in Table II and team members be available as needed.

Customer will identify a member of senior management to act as the Executive Sponsor ("Executive Sponsor"). PeopleSoft Consulting's Project Manager and the Customer Project Manager will periodically brief the Executive Sponsor on project status at key milestones. The Executive Sponsor will share this information with other members of Customer's senior management.

Table II. Required Customer Project Resources

Resource/Position	Responsibilities
Executive Sponsor	Facilitate senior management involvement. Facilitate rapid decision process and issue resolution.
Project Manager	Manage Customer day-to-day engagement activities.
Key Business Process Management Users (1 per process)	Business processes and procedures.
Reporting Analyst	Production functional reporting
Technical Support (1 person)	Database/Application support. Apply all updates and fixes as required on a regular and frequent basis.
Database Server Administrator	Database support
Network Support (1 person)	LAN/WAN & client (PC) support
Platform Support (1 person)	UNIX platform support

5. ACCEPTANCE

Notwithstanding any other terms of this SOS or the CSA, all documents shall be based on PeopleSoft or industry acceptable standards as determined and recommended by PeopleSoft Consulting.

Customer shall have three (3) business days in which to provide PeopleSoft with its comments following PeopleSoft's submittal of any and all deliverables. Together PeopleSoft and Customer will review and discuss comments and PeopleSoft will respond by making agreed upon adjustments within (5) business days of review. Acceptance of deliverables shall not be extended beyond 20 business days of initial submittal of deliverable(s) by PeopleSoft. If after these cycles (or when required) acceptance has not occurred both parties agree the issues will be escalated to an Executive Team comprised of three Customer Management Members and three PeopleSoft Management Members in order to reach final agreement within twenty four (24) hours. Acceptance shall occur upon signature of the Certificate of Acceptance.

The Executive Sponsor will work with the assigned PeopleSoft Consulting Director to facilitate resolution of any issues not resolved by Customer's Project Manager and PeopleSoft Consulting's Project Manager. Failure to comply with any staffing requirements by Customer may require an equitable adjustment to the contract's price, schedule, or other terms and conditions.

6. FEES, TIMING & BILLING

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PeopleSoft shall deliver the Services and deliverables above for the fee of \$494,000 plus all reasonable and customary travel expenses not to exceed \$57,500. Customer will be invoiced for and shall pay for all actual, reasonable, and customary travel expenses.

The Implementation Fee does not include fees for standard PeopleSoft training provided by PeopleSoft Education Services.

Customer will pay PeopleSoft the Implementation Fees using the following Payment Schedule:

Milestone	Date	Amount
Effective Date		\$148,200
Submission of Strategy Documents/Deliverables(s)	3 weeks after SOS effective date (Target)	\$172,900
Submission of Project Plan/Deliverable	8 weeks after SOS effective date (Target)	\$172,900
Total Payment		\$494,000

To the extent the Customer does not fulfill its responsibilities or provide the appropriate staff or other required elements of the program to PeopleSoft, in each case as required by this SOS, PeopleSoft may be entitled to an equitable adjustment to the contract's price and/or schedule.

Unless explicitly stated in this SOS, all fees specified herein are non-cancelable and non-refundable. All fees are payable in U.S. dollars to PeopleSoft, Inc. Checks may be sent via mail to PeopleSoft, Inc., P.O. Box 8646, Chicago, Illinois 60680-8646 or via Federal Express to PeopleSoft, Inc., c/o CASHFLEX, 9700 West Higgins Road, #800, Rosemont, Illinois 60018, (847) 518-8111. Wire transfers may be made to Wells Fargo Bank, ABA #121000248, Commercial Banking Office, One Kaiser Plaza, Suite 850, Oakland, California 94612, For Account of: PeopleSoft, Inc. Account #4103-135729. All payments are due thirty (30) days from receipt of invoice.

Customer is not obligated to pay PeopleSoft Consulting for work performed or expenses incurred prior to the effective date of this SOS or for any work that is not accepted by Customer.

Customer agrees to pay PeopleSoft Consulting at the then current rates and for reasonable out-of-pocket expenses for:

Activities outside the scope this SOS that are performed pursuant to a Formal Authorization and a corresponding executed SOS or amendment.

- 7. Assumptions:** Customer agrees to provide appropriate staff and access to Customer's and applicable American Express employees for purposes of collecting additional information related to the Services. Customer will provide for each PeopleSoft Consulting consultant a suitable workspace at the District offices. This should include a desk, chair, telephone and workstation with network access to a printer and to the PeopleSoft System database. Customer will have licensed the additional modules Grants, Accounts Receivable and Billing to support this SOS in addition to future engagements. This Assumption is only applicable to Grants, Accounts Receivable, and Billing implementation work. If customer does not comply with this Section 7, Peoplesoft may be entitled to an equitable adjustment to the Terms and Fees.
- 8. Term:** This Statement of Services #3 shall become effective June 18, 2001 and ends on August 10, 2001.

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The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Statement of Services and to bind their respective party thereto.

CSA Effective Date: February 10, 2000

Board of Trustees of Community College District No.
508 County of Cook and State of Illinois

PEOPLESOFT USA, INC.

Authorized Signature



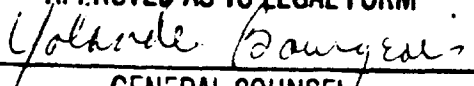
Authorized Signature

Printed Name and Title



Printed Name and Title

Document ID: 20010424102711-ZAOMLJ

APPROVED AS TO LEGAL FORM

GENERAL COUNSEL



**SCHEDULE
TO THE
SOFTWARE LICENSE AND SERVICES AGREEMENT**

This independent Schedule to the Software License and Services Agreement ("**Schedule**") is made as of _____, 2001 ("**Schedule Effective Date**") 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 City Colleges of Chicago ("**Licensee**"). This Schedule is part of the Software License and Services Agreement between the parties dated October 9, 1998 ("**Agreement**").

SOFTWARE / SERVICES			
Software Modules	Mfr.	Provided Copies	Fee
PeopleSoft Financials Software Modules¹			
Receivables (E&G)	PeopleSoft, Inc.	1	Included
Grants	PeopleSoft, Inc.	1	Included
PeopleSoft Supply Chain Management Software Modules²			
Billing (E&G)	PeopleSoft, Inc.	1	Included
Other Software			
PeopleTools – Restricted Development ³	PeopleSoft, Inc.	1	Included
Third Party Software			
JetForm Forms Pak for Grants for one (1) Server ⁴	JetForm Corporation	1	Included
SUBTOTAL LICENSE FEES:			\$200,000.00
Services	Mfr.	Units	Fee
Support Services for the Initial Services Term	PeopleSoft, Inc.	N/A	\$38,500.00
TOTAL SERVICES FEES:			\$38,500.00
TOTAL FEES:			\$238,500.00

1. **Specific Licensed Use:** Licensee's use of the Software is limited to each of the following restrictions.

Territory	United States
Global Version⁵ (indicate the country specific global version for each country within the Territory in which or for which the Software will be used)	American English and Associated Functionality

¹ Unless otherwise explicitly indicated in this Schedule, incremental license fees for the Financials Software modules shall be based on Reported Budget

² Unless otherwise explicitly indicated in this Schedule, incremental license fees for the Supply Chain Management Software modules shall be based on Reported Budget

³ PeopleTools - Restricted Development shall be used by Licensee to develop interfaces and modifications, including creation of new application data tables, only to the licensed PeopleSoft Software application modules

⁴ JetForm Forms Pak for Grants includes a restricted license to use the JetForm Design/Central Package solely for contemporaneous use with the JetForm Forms Pak. Notwithstanding anything herein to the contrary, (i) Licensee shall have the right to make copies of this Software only to the extent that the total number of copies equal the number of licensed servers set forth above, and (ii) support for JetForm Forms Pak for Grants shall be provided solely and directly by JetForm Corporation, only as set forth in JetForm Corporation's standard Premium Support Agreement ("**JetForm Support**"), and provided Licensee executes the standard Premium Support Agreement, and (iii) PeopleSoft shall have no obligation to provided Support Services for JetFormForms Pak for Grants; and (iv) the fee for JetForm Support for a period of one year commencing on the Schedule Effective Date is included in the TOTAL FEES above. JetForm Corporation shall be solely responsible for, and Licensee shall contact JetForm Corporation directly for, JetForm Support after such one year period

⁵ Notwithstanding anything in the Agreement to the contrary, Licensee is licensed to use and access only those licensed languages and licensed country specific features/functionality of the global Software version that are available as of the Schedule Effective Date. Any additional languages or country specific features/functionality of the global Software version that may become available after the Schedule Effective Date may be used and accessed by Licensee only after Licensee has executed a schedule with PeopleSoft for such additional languages or country specific features/functionality



Base Budget	\$245M Annual Operating Budget
Database Version	Oracle
Operating System	Unix
Hardware Model	Alpha

2. **Payment Terms:** Unless Licensee has obtained financing for the Total Fees owed hereunder (in which case PeopleSoft agrees to recognize payment by the third party providing financing on behalf of Licensee as satisfaction of Licensee's payment obligation hereunder), Licensee shall pay PeopleSoft one hundred percent (100%) of TOTAL FEES on or before that date which is thirty (30) calendar days after the Schedule Effective Date. Unless explicitly stated in this Schedule, all fees specified herein are non-cancelable, non-refundable and non-contingent. All fees are payable in U.S. dollars and shall be sent to the attention of PeopleSoft's Accounts Receivable Department.

3. **Services Terms and Conditions:**

3.1 **Support Services Terms:** For a period commencing upon the Schedule Effective Date and terminating one (1) year thereafter ("**Initial Services Term**"), Licensee shall receive Support Services for the Supportable Modules for the version which meets the technical environment set forth in section entitled "Specific Licensed Use" for the fees set forth above. Thereafter, in the event Support Services are to be provided for the Supportable Modules licensed pursuant to this Schedule, and Licensee has been a compliant, continuous subscriber to Support Services, Licensee shall pay PeopleSoft, on or before the applicable Anniversary Date (defined as the month and date of the Schedule Effective Date), the Support Services fee in effect at the time such Support Services are renewed. In the event Support Services are not renewed and Licensee subsequently requests Support Services, PeopleSoft may, in its sole discretion, reinstate Support Services but only after Licensee pays PeopleSoft the annual Support Services fee in effect at the time of such reinstatement, plus a reinstatement fee equal to the number of years or portion thereof during which Licensee was not a subscriber to Support Services multiplied by the annual Support Services fee in effect at the time of such reinstatement.

4. **Incremental License Fees**

4.1 **Incremental License Fees for the RB Software:** Licensee may use the RB Software licensed pursuant to this Schedule in accordance with the terms of this Schedule and the Agreement, to process its data at no additional license fee, provided that the Reported Budget do not exceed \$245 million annual operating budget ("**Base Budget**"). Each year on the Anniversary Date (defined as the month and date of the Schedule Effective Date), Licensee shall report to PeopleSoft the Reported Budget as of such Anniversary Date, and, in the event the Reported Budget as of such Anniversary Date exceed the Base Budget, shall pay additional non-refundable, non-cancelable license fees. Upon receipt of such license fees in the amount \$18,000, Licensee's Base Budget shall be modified to increase by \$49 million. Licensee shall pay as many increments of \$18,000 as necessary so that the Base Budget exceeds the Reported Budget as of that particular Anniversary Date. "**Reported Budget**" shall mean the gross budget reflected in an audited statement from its external accounting firm. "**RB Software**" shall mean those Software modules licensed pursuant to this Schedule which are priced based upon Reported Budget, as indicated in the table above.

5. **Separate Agreement:** PeopleSoft may provide services regarding the Software licensed hereunder pursuant to an independent Consulting Services Agreement executed between the parties. Licensee understands and agrees that such Consulting Services Agreement and associated Statements of Services that may be signed are separate and independent contractual obligations from any Schedule or amendment thereto relating to the license of Software. Licensee shall not withhold payments that are due and payable pursuant to this Schedule or any other Schedule(s) or amendment(s) thereto because of the status of work performed under any executed Consulting Services Agreement and associated Statement of Services. In addition, the parties acknowledge that the ability to provide such services: (i) are not exclusive or specific to PeopleSoft; and (ii) are commercially available from a variety of third party service providers.

6. **Definitions:** Unless otherwise set forth herein, capitalized terms used herein shall have the same meaning ascribed to them in the Agreement.



"Licensed Rights" mean the Software, Third Party Software, Tools, Documentation and Materials and the physical media on which they are contained.

"Software" means all or any portion of the applicable commercially available global version for the Territory of the binary computer software programs and related source code (except as otherwise provided in a Schedule), listed on the applicable Schedule as being licensed by Licensee, available as of the Schedule Effective Date, which is delivered by PeopleSoft to Licensee. Notwithstanding anything herein to the contrary, Software does not include: (i) Third Party Software or source code for Third Party Software; or (ii) Tools or source code to Tools; or (iii) source code for Vantive Software. Unless specifically stated otherwise, all Software is delivered to Licensee only if and when generally commercially available.

"Support Services" means that particular package of services as may be selected in this Schedule and offered by PeopleSoft and which are designed to support the Supportable Modules, and the standard terms and conditions thereto, in effect on the later of the following: (a) the date fees are received for such services offered by PeopleSoft which are designed to support such Supportable Modules; and (b) the first date of the period for which services offered by PeopleSoft which are designed to support such Supportable Modules, are provided.

"Supportable Modules" are those Software modules for which PeopleSoft offers some sort of maintenance services, and are comprised of (i) Software excluding the Third Party Software modules; (ii) Tools; and (iii) those Third Party Software modules specifically designated in the Schedule as "Supportable Modules".

7. **Expiration of Offer:** The offer set forth in this Schedule and in the Agreement is valid only through June 19, 2001, and if the Schedule and Agreement, if applicable, are not executed by such date, the offer is rescinded, all terms are null and void, and neither party shall have any obligation in relation thereto.

8. **Miscellaneous Information:**

8.1 **Title to Physical Media:** Notwithstanding anything in the Agreement to the contrary, title to the physical media for the Software vests in Licensee upon shipment thereof to Licensee.

8.2

SHIPPING INFORMATION	BILLING INFORMATION	SITE INFORMATION	TRAINING ADMINISTRATOR
Contact: Claudine Jones	Contact: Dolores Javier	Contact: Same as Ship to	Contact: Same as Ship to
Address: 226 W. Jackson Blvd	Address: 226 W. Jackson Blvd	Address:	Address:
Chicago, IL 60606	Chicago, IL 60606		
Phone: (312) 553-3484	Phone: (312) 553-2845	Phone:	Phone:
Fax: (312) 553-2796	Fax: (312) 553-2785	Fax:	Fax:

The undersigned represent and warrant that they are authorized as representatives of the party on whose behalf they are signing to sign this Schedule and to bind their respective party thereto.

ACCEPTED BY:
 BOARD OF TRUSTEES OF COMMUNITY
 COLLEGE DISTRICT NO. 508, COUNTY OF COOK
 AND STATE OF ILLINOIS ON BEHALF OF CITY
 COLLEGES OF CHICAGO
 CHAIRMAN OF THE BOARD

ACCEPTED BY:
 PEOPLESOFT USA, INC.

Authorized Signature

Authorized Signature

Printed Name and Title

Printed Name and Title

APPROVED AS TO LEGAL FORM
 Yolande Boyce
 GENERAL COUNSEL



CITY COLLEGES OF CHICAGO

226 WEST JACKSON BOULEVARD CHICAGO, ILLINOIS 60606-6998
PHONE: 312/553-2515, 312/553-2514 FAX: 312/553-2529

CHAIRMAN:

James C. Tyree

VICE CHAIRMAN:

James A. Dyson

SECRETARY:

Terry E. Newman

TRUSTEES:

Alberto A. Carrero

Nancy J. Clawson

Ralph G. Moore

Rev. Albert D. Tyson, III

Student Member

CHANCELLOR

Wayne D. Watson, Ph.D.

DATE: June 14, 2001

TO: James C. Tyree, Chairman

FROM: Regina Hawkins, Assistant Board Secretary

RE: Approval of Contract

Jim,

Enclosed is a contract that was approved at the June 7, 2001 Board meeting. **There is only one contract that I need to have back by tomorrow morning (PeopleSoft Software License Agreement, District Office).**

1. #22653 PeopleSoft Software License Agreement, District Office

Once the contract is signed, please contact Carol at 312-553-2514 and she will make arrangements for pick up.

Thank you.

Enclosure: Contract