

**APPROVE ENTERING INTO AGREEMENTS WITH TROPICAL OPTICAL AND VSP  
TO PROVIDE PROFESSIONAL SERVICES FOR THE HEALTHY KIDS/HEALTHY MINDS EXPANDED VISION  
PROGRAM**

**THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:**

Approve entering into agreements with Tropical Optical and VSP to furnish professional services to Office of Specialized Services at a total cost not to exceed \$2,700,000. Tropical Optical and VSP were selected on a competitive basis pursuant to a duly advertised Request for Proposal (Specification number 05-250062). Written agreements for Tropical Optical and VSP's services are currently being negotiated. No services shall be provided and no payment shall be made to Tropical Optical or VSP prior to the execution of their written agreement. The authority granted herein shall automatically rescind as to each consultant in the event a written agreement for such consultant is not executed within 90 days of the date of this Board Report. Information pertinent to these agreements is stated below.

**CONSULTANT:** 1. Tropical Optical

3624 W. 26<sup>th</sup> St.  
Chicago, IL 60623  
Contact: Daniel Arce  
President  
773-762-5662  
Vendor #: 28767

2. VSP

222 S. Riverside Plaza, Suite 2210  
Chicago, IL 60606  
Contact: G.E. Hiatt  
Regional Vice President  
312-466-1601  
Vendor #: 23342

**USER:**

Office of Specialized Services  
Coordinated School Health  
125 South Clark, 8<sup>th</sup> floor  
Contact: Dr. Renee Grant-Mitchell  
Phone: (773) 553-1800

**TERM:** The term of each agreement shall commence on January 1, 2006 and shall end June 30, 2006. The agreements shall have no options to renew.

**EARLY TERMINATION RIGHT:** The Board shall have the right to terminate each agreement with 30 days written notice.

**SCOPE OF SERVICES:** Tropical Optical and VSP will retain vision service professionals to provide comprehensive eye examinations and prescription eye glasses (if required) to no fewer than twelve thousand (12,000) students during the contract period (400 students per business day). Tropical Optical and VSP will coordinate scheduling of all vision services through the Office of Specialized Services Healthy Kids/Healthy Minds Expanded Vision Program Manager. Tropical Optical and VSP will work with a Board-selected evaluator and furnish all necessary quantitative and qualitative data requested by the Board.

**DELIVERABLES:** Tropical Optical and VSP will furnish the following Deliverables: Comprehensive Eye Examination which, at a minimum, includes the following components:

1. Complete case history;
2. Visual acuity at distance—unaided (mono plus binocular) and with last or habitual prescription;
3. External examination, including pupil reactivity;
4. Internal examination with an ophthalmoscope;
5. Retinoscopy;
6. Refractive status—subjective to best visual acuity at distance and subjective at near;
7. Measurement of binocularity, including veingences, phoric and accommodative ability;
8. Color vision screening;
9. Glaucoma screening, including tonometry;
10. Prescription eye glasses, if required. (Tropical Optical and VSP will manufacture, fit and dispense eye glasses within three weeks of the eye examination.)

**OUTCOMES:** As a result of Tropical Optical and VSP's services, no fewer than 12,000 students will receive comprehensive eye examinations and eye glasses (if required) during the contract period.

**COMPENSATION:** Tropical Optical and VSP shall submit monthly invoices for services and eyeglasses furnished under the agreement. The total compensation payable to all consultants shall not exceed \$2,700,000 in the aggregate.

**REIMBURSABLE EXPENSES:** None

**AUTHORIZATION:** Authorize the General Counsel to include other relevant terms and conditions in the written agreements. Authorize the President and Secretary to execute the agreements. Authorize the Chief Specialized Services Officer to execute all ancillary documents required to administer or effectuate the agreements.

**AFFIRMATIVE ACTION:** Pursuant to Section 6.2 of the Revised Remedial Plan for Minority and Women Business Enterprise Contract Participation (M/WBE Plan), the Per Contract and Category Goals method for M/WBE participation will be utilized. Thus, contracts for subsequent vendors from the pool created by this contract will be subject to compliance reviews on a contract-by-contract basis. Aggregated compliance of the vendors in the pool will be reported on a monthly basis.

**LSC REVIEW:** Local School Council approval is not applicable to this report.

**FINANCIAL:** Charge to Office of Specialized Services: \$2,700,000                      Fiscal Year: 2006  
Budget Classification: 0965-239-685-3470-various objects                      Source of Funds: ISBE  
Requisition Number: pending

**GENERAL CONDITIONS:**

Inspector General – Each party to the agreement shall acknowledge that, in accordance with 105 ILCS 5/34-13.1, the Inspector General of the Chicago Board of Education has the authority to conduct certain investigations and that the Inspector General shall have access to all information and personnel necessary to conduct those investigations.

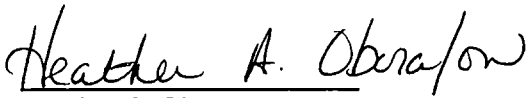
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one year period following expiration or other termination of their terms of office.

Indebtedness – The Board's Indebtedness Policy adopted June 26, 1996 (96-0626-PO3), as amended from time to time, shall be incorporated into and made a part of the agreement.

Ethics – The Board's Ethics Code adopted June 23, 2004 (04-0623-PO4), as amended from time to time, shall be incorporated into and made a part of the agreement.

Contingent Liability – The agreement shall contain the clause that any expenditure beyond the current fiscal year is deemed a contingent liability, subject to appropriation in the subsequent fiscal year budget(s).

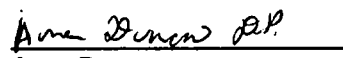
**Approved for Consideration:**

  
Heather A. Obora  
Chief Purchasing Officer

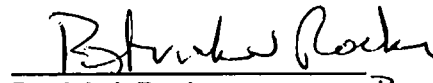
**Within Appropriation:**

  
John Malorca  
Chief Financial Officer

**Approved:**

  
Arne Duncan  
Chief Executive Officer

**Approved as to legal form:** 

  
Patrick J. Rocks  
General Counsel