

**APPROVE ENTERING INTO A LICENSE AGREEMENT WITH ILLINOIS COLLEGE OF OPTOMETRY
TO OPERATE A VISION CLINIC**

THE CHIEF EXECUTIVE OFFICER REPORTS THE FOLLOWING DECISION:

Approve entering into a license agreement with the Illinois College of Optometry (Provider) allowing it to build out space, at a school to be determined, to be used for a vision clinic; and allowing Provider to operate the completed space as a vision center. A written license agreement for such use is currently being negotiated. Possession of the space shall not be allowed until the written license agreement is fully executed. The authority granted herein shall automatically rescind in the event a written agreement is not executed within 120 days of the date of this Board Report. Information pertinent to this agreement is stated below.

LICENSEE: Illinois College of Optometry
3241 South Michigan Avenue
Chicago, IL 60616
Vendor Number: 21122

PREMISES: TBD

USER DEPARTMENT: Office of Special Education and Supports
125 South Clark Street
Chicago, Illinois 60603
Contact: Kenneth G. Papineau
Phone Number: 773-553-1830

TERM: The term of this license agreement shall commence on the date the agreement is signed and shall end twenty-four (24) months thereafter. This agreement shall have three (3) options to renew for periods of two (2) years each. Each option period shall be at no cost to the board.

EARLY TERMINATION RIGHT: The Board shall have the right to terminate the agreement with six (6) months notice.

USE: Providers shall use the site for the sole purpose of operating a vision clinic, at no cost to the Board or students, which provides comprehensive and a varied array of vision services including some or all of the following: 1) full scope primary care eye examinations including refraction; 2) assessment of visual skills at distance and near; 3) eye health evaluation; 4) diagnosis and treatment of eye health and visual function issues; 5) eyeglass selection; 6) eye glass manufacturing; and 7) processing and delivery. All services shall be offered to all students regardless of income, insurance or health status.

LICENSE FEE: The site will be provided to licensee free of charge.

OPERATION & MAINTENANCE:

Responsibilities of Provider:

1. Provide evidence of proper licensing to provide vision services;
2. Be solely responsible and liable for all vision services rendered at the vision clinic;
3. Provide annual maintenance and repair for all equipment utilized by the provider;
4. Provide for the removal of any and all hazardous waste materials; and
5. Maintain adequate insurance for the operation of the vision clinic and the rendering of the vision services.

Responsibilities of the Board:

1. Provide the space at no cost to the provider, including utilities;
2. Provide custodial and maintenance services in accordance with Board standards, excluding the removal of medical and hazardous waste materials; and
3. Through its normal channels of communication, facilitate the scheduling and

transportation of students to receive vision services.

AUTHORIZATION: Authorize the General Counsel to include other relevant terms and conditions in the written license agreement. Authorize the President and Secretary to execute the license agreement. Authorize Chief Officer of Special Education and Supports to execute all ancillary documents required to administer or effectuate this license agreement.

AFFIRMATIVE ACTION: Exempt.

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

FINANCIAL: No direct cost for services provided to the Board.

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.

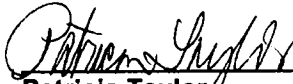
Conflicts – The agreement shall not be legally binding on the Board if entered into in violation of the provisions of 105 ILCS 5/34-21.3 which restricts the employment of, or the letting of contracts to, former Board members during the one-year period following expiration or other termination of their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



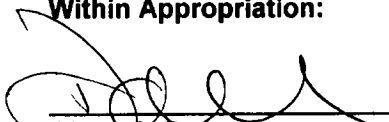
Patricia Taylor
Chief Operating Officer

Approved:




Ron Huberman
Chief Executive Officer

Within Appropriation:



Diana S. Ferguson
Chief Financial Officer

Approved as to legal form: 



Patrick J. Rocks
General Counsel