

**Hardee County Public Schools
School Board Agenda Analysis**



9.04

Author(s): Kerry Terrell
Assistant Director, Exceptional Student Education

Date: August 28, 2019

Subject: Agreement with J. Oliver Speech Pathology Services, Inc. (JOSPSI) and the School Board of Hardee County for the 2019-2020 school year.

Background Information: The purpose of this Agreement is to provide Speech/Language Therapy and Evaluations for students in the Hardee County Schools.

Administrative Consideration (include F.S., Rule, Authority, etc.): Individuals with Disabilities Education Act (IDEA).

Fiscal Impact: The IDEA, Part B Project will provide funds for this Agreement.

Director of Finance signature: 

Proposed Recommendation to School Board:

The recommendation is to approve this Agreement between J. Oliver Speech Pathology Services, Inc. (JOSPSI) and the School Board of Hardee County.

Action Agenda

Consent Agenda



BOARD ACTION
9/5/19
Approves

SPEECH LANGUAGE PATHOLOGY CONTRACT PROPOSAL

The Hardee County School Board agrees to employ J. Oliver Speech Pathology Services, Inc. for the provision of speech – language services. Payments to J. Oliver Speech Pathology, Inc. (JOSPSI) will be made on a semi-monthly basis submitted by standard invoice, as approved by the Hardee County School Board. These payments will be based upon the number of hours spent in service to students in assigned school or schools throughout the district at an hourly rate of \$63.50. Service hours are not to exceed 25 hours per week.

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO THAT:

I THE SERVICE PROVIDER WILL:

A. Perform Speech Language Therapy services in accordance with the individual education program (IEP) for each individual student in conjunction with the School Based IEP Committee Staff members;

B. Provide the following services through the assigned therapist:

- 1. set up appropriate treatment plans and establish short and long term goals and objectives to be documented on the Individual Education Plan.**
- 2. assist with selection and/or modifications of equipment, appliances, and the physical arrangement of the classroom to meet the student's needs.**
- 3. instruct the student and teacher in activities to be carried out between treatments.**
- 4. Assist instructors regarding carry over of appropriate treatments through demonstration and supervision in the classroom, as appropriate.**
- 5. share information regularly with the teacher who coordinates the educational program of identified students.**
- 6. check in with building office/principal upon entering and leaving the building and complete the Service Logs.**
- 7. prepare clinical and progress notes (Service Logs to be written the day service is rendered) for incorporation into the educational records of the students receiving therapy no less often than monthly.**

C. Provide professional liability insurance for Speech Language Therapy which will hold harmless the school district for possible incidents which may occur during treatment provided by J. Oliver Speech Pathology Services, Inc.

D. Conform to all applicable policies and procedures of the Hardee County School District and the Florida Board of Education Statutes;

E. Not attempt to collect for therapy services from either student, family, or any governmental, private, or public agency other than the Hardee County School District throughout the period of this contract and during daily hours of contract with the district;

F. Meet the certification and qualification requirements for Speech Language Pathologist;

G. Coordinate therapy sessions within the district with Director of Special Education; and

H. Submit semi-monthly a prepared statement of charges and individual student Service Logs to the Hardee County Board of Education.

The Hardee County School Board will:

A. Be responsible for payment of fees for services rendered by J. Oliver Speech Pathology Services, Inc. to students referred for Speech therapy services;

B. Reimburse J. Oliver Speech Pathology Services, Inc. \$63.50 per hour for Speech Language Therapy services and consultation with parents and teachers;

C. Pay invoiced charges semi-monthly to be approved by the district following the receipt of such statement;

D. Provide specific guidelines to J. Oliver Speech Pathology Services, Inc. regarding the duties and responsibilities expected and the basic department operation and management.

This Agreement shall be effective from September 6, 2019 through May 29, 2020. The district recognizes that services may be extended through the remainder of the school year should inclement weather (or other factors) extend school days beyond the current school calendar. This Agreement would then be amended by mutual agreement.

III. The provisions of the Agreement and the program of services carried out pursuant thereto may be reviewed and examined on or about May 1, 2020 to determine whether the provisions of this agreement shall be modified or continued.

IV. If both parties agree to the provisions of this contract and no written modifications are requested, this Agreement shall remain in full force and effect on a month to month basis

unless and until one of the parties gives thirty (30) days' notice in writing to the other party of its intention to terminate this Agreement.

V. This Agreement holds harmless the Hardee County School District for any liability incurred during the delivery of direct, collaborative or consultative treatment services provided by J. Oliver Speech Pathology Services, Inc.

VI. Hardee County Schools agree to notify J. Oliver Speech Pathology Services, Inc. within 5 business days in the event that Hardee County Schools posts the position of speech-language pathologist.



Superintendent
Hardee County School District



Date

J. Oliver Speech Pathology Services, Inc.
Joyce Oliver-Fulse, Owner/Speech Language Pathologist
License #SA 1466

Date