

**LOUISIANA BOARD OF EXAMINERS FOR
SPEECH-LANGUAGE PATHOLOGY AND AUDIOLOGY (LBESPA)**

IN THE MATTER OF

LBESPA COMPLAINT #2026-52

AVERY POLK

SPEECH-LANGUAGE PATHOLOGY LICENSE #8833

CONSENT AGREEMENT AND ORDER

WHEREAS, Avery Polk ("Ms. Polk"), provided speech-language pathology services to a client(s) located in another state while located in Louisiana, who subsequently submitted an application to reinstate her previously held speech-language pathology license, thereby is subject to the jurisdiction and Rules and Regulations of the Louisiana Board of Examiners for Speech-Language Pathology and Audiology (hereinafter sometimes referred to as "Board"), including the Speech-Language Pathology and Audiology Practice Act (La. R.S. 37:2650, *et seq.*), and the Professional and Occupational Standards for Speech Pathology and Audiology (LAC 46:LXXV §103, *et seq.*), at all times referenced; and

WHEREAS, pursuant to an administrative complaint, the former Speech-Language Pathologist and Applicant for Reinstatement of the same, Avery Polk, has indicated her desire to resolve this matter through a Consent Agreement and Order as provided for in Rule No. 501(H) of the Board's Rules and Regulations and La. R.S. 49:975(D) of the Louisiana Administrative Procedures Act; and

WHEREAS, Avery Polk has admitted the following:

1. Ms. Polk was a Speech-Language Pathologist licensed by the Board to engage in the practice of speech-language pathology in the State of Louisiana pursuant

to the Louisiana Speech-Language Pathology and Audiology Practice Act, La. R.S. 37:2650, et seq., as evidenced by License No. 8833 from April 8, 2022 to June 30, 2025.

2. Ms. Polk failed to renew her Speech-Language Pathology license by June 30, 2025, and therefore her Louisiana license lapsed.
3. Ms. Polk maintained an active Colorado School Speech-Language Pathologist (0-21) Initial Spécial Services license, as identified by license #24492689, which was active at all times pertinent to this matter.

WHEREAS, the Board's administrative review/investigation revealed:

1. Ms. Polk was actively engaged in the practice of speech-language pathology by providing teletherapy services to clients in the State of Colorado, while she was located in Louisiana.
2. Since November 18, 2024, Ms. Polk has been employed and contracted to provide teletherapy services exclusively to students in Colorado.

WHEREAS, by practicing without a license from July 1, 2025 to the present (March 16, 2026), Avery Polk is in violation of **LA R.S. 37:2660.1.**, which states that the use of telehealth in the delivery of speech-language pathology services, regardless of where the services are rendered or delivered, constitutes the practice of speech-language pathology and shall require Louisiana licensure for in-state practitioners...Such conduct is a violation of **Rule 135.A.**, which states that telehealth, regardless of where the service is rendered or delivered, constitutes the practice of speech-language pathology and shall require Louisiana licensure for in-state practitioners. Such conduct is also a violation of **Rule 701.E.(1)(m)**, which states that individuals shall not provide clinical services solely

by correspondence but may provide services via telepractice consistent with professional standards and state and federal regulations.

WHEREAS, Avery Polk engaged in **unprofessional conduct**, which is a violation of **La. R.S. 37:2662(5)**. Such conduct is a violation of **Rule 701.E.(4)(m)**, which states that individuals shall comply with local, state, and federal laws and regulations applicable to professional practice..., and **La. R.S. 37:2662(6)**, by violating any lawful order, rule or regulation rendered or adopted by the board. Such conduct is also a violation of **Rule 701.E.(2)** which states that individuals shall honor their responsibility to achieve and maintain the highest level of professional competence and performance consistent with prevailing practice standards, as well as **Rule 701.E.(2)(a)**, which states that individuals shall engage in only those aspects of the profession that are within the scope of their practice and competence, considering their level of licensure, registration, education, training and experience.

WHEREAS, the Board is persuaded that it is in the best interest of the public to enter into this Consent Agreement and Order, the conditions of which are set forth hereafter;

WHEREAS, Avery Polk hereby formally waives any and all legal, administrative, procedural, or judicial remedies, appeals, or relief that may be available in the Administrative Procedure Act, the Speech-Language Pathology and Audiology Practice Act (La. R.S. 37:2650, *et seq.*), the Professional and Occupational Standards for Speech Pathology and Audiology (LAC 46:LXXV §103, *et seq.*), or any other law;

WHEREAS, the Board and Ms. Polk have entered into this Consent Agreement and Order by which the Board agrees to resolve the complaint. Ms. Polk agrees to accept the following specified conditions in resolution of the complaint.

IT IS HEREBY ORDERED that in consideration of the foregoing and pursuant to the authority vested in the Board by La. R.S. 49:975(D), the Board orders and Ms. Polk accepts the following administrative action which is a final decision pursuant to La. R.S. 49:977:

1. The license of Ms. Polk to be engaged in the practice of speech-language pathology in the State of Louisiana, as evidenced by License Number 8833 is hereby REPRIMANDED based upon the allegations set forth herein. Ms. Polk accepts and shall maintain strict compliance with the following terms and conditions.
2. Within ninety (90) days of the date all parties sign this Consent Agreement and Order, Ms. Polk shall successfully complete and open book examination, and pay all related testing fees, regarding Louisiana Revised Statute 37:2650-2666 (The Practice Act); the Board's Rules and Regulations; and Ethical Questions.
3. Ms. Polk shall pay a \$1,000.00 fine within one (1) year from the date all parties sign this Consent Agreement and Order. Quarterly payments are required with the first payment due within 90 days from the dates all parties sign this Consent Agreement and Order. Payment shall be made by credit or debit card.
4. Ms. Polk shall complete ten (10) hours of continuing education, in the areas of professionalism, ethics and telehealth/telepractice, in addition to the ten (10) regularly required hours of continuing education for annual renewal. All courses

must be pre-approved by the board prior to completion. A certificate of attendance for the courses must be submitted at the time of license renewal, but no later than May 31, 2026.

5. Ms. Polk acknowledges that her speech-language pathology license will be reissued upon the signing of this Consent Agreement and Order.
6. Ms. Polk waives any and all legal, procedural, or judicial remedies, appeals, or relief which might be available under the Administrative Procedure Act, the Speech-Language Pathology and Audiology Practice Act (La. R.S. 37:2650, *et seq.*), the Professional and Occupational Standards for Speech Pathology and Audiology (LAC 46:LXXV §103, *et seq.*), or any other law.
7. Ms. Polk specifically acknowledges that failure to comply with the terms of this Consent Agreement and Order in a timely manner without LBESPA's authorization shall be grounds for the **SUSPENSION** of her license pending further proceedings before the Board. The admissions contained herein will be considered proven and the only issue will be failure to follow the terms of the Consent Agreement and Order.
8. Ms. Polk further acknowledges that failure to reimburse the fees set forth above in paragraph 3 will require the Board to take further action in collection of this debt. Respondent has one year to reimburse the expenses before the debt will be considered final and transferred to the Louisiana Office of Debt Recovery (ODR). After transfer, the debt is subject to an additional collection fee of up to twenty-five percent (25%) of the total debt liability, as provided for in La. R.S. 47:1675(E).

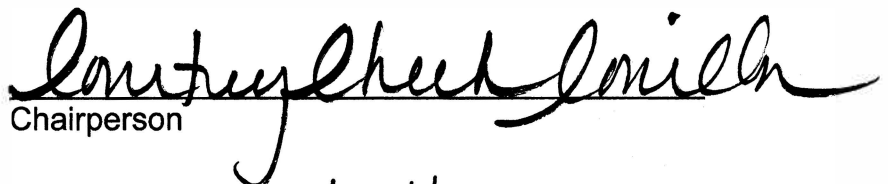
9. Ms. Polk shall report the terms of this Consent Agreement and its approval to any board or agency located in the United States with which she is licensed.
10. By agreeing to the terms of this Consent Agreement and Order, Ms. Polk waives all rights to appeal this adjudication.

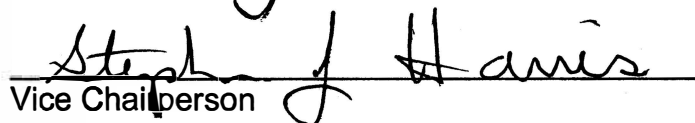
THIS CONSENT AGREEMENT AND ORDER is a matter of public record for violation of the above referenced sections of the Louisiana Speech-Language Pathology and Audiology Practice Act and the Rules and Regulations. Ms. Polk is to be Publicly Reprimanded for violation of the above referenced sections in the Practice Act (La. R.S. 37:2650, et seq.) and the Board Rules and Regulations. Such reprimand shall include publication by LBESPA, reported to the American Speech-Language-Hearing Association (ASHA), Louisiana Speech-Language-Hearing Association (LSHA), and to the National Practitioner Data Bank (NPDB).

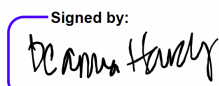
I, **AVERY POLK**, make these acknowledgements and waivers in support of a final disposition of Case No. 2026-52 by Consent Agreement and Order pursuant to La. R.S. 49:975(D), in lieu of the institution and prosecution of formal administrative proceedings, and accordingly consent to the entirety of the Order set forth hereinbefore and further waive any right to which I may be entitled under the Louisiana Administrative Procedure Act or any other law to contest, in any court, my agreement to this Order. I understand that this Consent Agreement and Order is considered an adverse action and I will be ineligible to participate in the interstate licensure compact, ASLP-ICC as provided by La. R.S. 37:2678.1, Section 4, A.(4). By my subscription hereto, I also hereby authorize the Board attorney or LBESPA Executive Director to present this Order to LBESPA for its consideration and to disclose to and discuss with LBESPA the nature and results of the

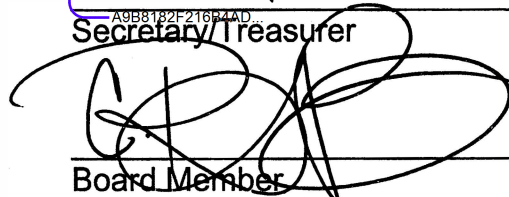
investigation of this matter. I herein waive any objection to such disclosure based on due process of law under either the State or Federal Constitution or under State statutory law, including La. R.S. 49:977.2. I expressly acknowledge that the disclosure of such information to LBESPA shall be without prejudice to the attorney's authority to file a formal Administrative Complaint, or LBESPA's capacity to adjudicate such Administrative Complaint, should LBESPA decline to approve this Consent Agreement and Order. I further acknowledge my awareness that should LBESPA approve this Consent Agreement and Order that the Consent Agreement and Order will become a matter of public record.

IN WITNESS HEREOF, the Louisiana Board of Examiners for Speech-Language Pathology and Audiology has entered into this Consent Agreement and Order and executed same at Baton Rouge, Louisiana on this 29th day of May, 2026.


Chairperson


Vice Chairperson

Signed by:

A9B8182F-216B-4AD
Secretary/Treasurer


Board Member

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IN WITNESS HEREOF, Avery Polk, former Speech-Language Pathologist and Applicant for Reinstatement, has entered into this Consent Agreement and Order and executed same at La Fayette, Louisiana, on this 22nd day of April, 2026.

Avery Polk
Avery Polk Avery Reaves Polk

Sherre Reese Hebert
Notary Public #126138

