



## CONSENT AGREEMENT

This Consent Agreement is made by and between the National Athletic Trainers' Association Board of Certification, Inc., ("BOC"), a North Carolina non-profit corporation with a place of business at 1415 Harney Street, Suite 200, Omaha, Nebraska, 68102, and Jimmy Augustin ("Respondent") of [REDACTED] Fort Washington, Maryland, [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent was certified by the BOC (Certification Number 2000006834) as having satisfied the requirements established by the BOC with regards to knowledge and professional competence in the area of entry-level athletic training; and

WHEREAS, the Parties have stipulated to the truth and accuracy of the following:

1. December 2, 2016, the BOC received a copy of the press release from the Washington D.C. Metropolitan Police Department and news articles stating December 1, 2016, Respondent was arrested and charged with Misdemeanor Sexual Abuse of a Minor.
2. August 4, 2017, Respondent was found guilty of Misdemeanor Sexual Abuse of a Minor and Simple Assault by a judge in a bench trial and was sentenced to 20 days incarceration, and supervised probation for two (2) years.
3. October 3, 2017, the BOC mailed Respondent a Notice of Investigation and received a response October 19, 2017. The response included a copy of the memorandum from the law offices of Jon W. Norris dated August 4, 2017, stating the court found Respondent guilty of Misdemeanor Sexual Abuse of a Minor. October 19, 2017, the BOC mailed Respondent an Emergency Suspension Order.
4. Respondent's conduct as described in Paragraphs 1-3 above violates the Code of Professional Responsibility ("Code") 3.11 of the BOC Standards of Professional

Practice ("BOC Practice Standards") which states, "Does not take any action that leads, or may lead, to the conviction, plea of guilty or plea of nolo contendere (no contest) to any felony, or to a misdemeanor related to public health, patient care, athletics or education. This includes, but is not limited to; rape, sexual abuse of a child or patient; actual or threatened use of a weapon of violence; the prohibited sale or distribution of controlled substance, or its possession with the intent to distribute; or the use of the position of an athletic trainer to improperly influence the outcome or score of an athletic contest or event or in connection with any gambling activity."

5. The above-described Code violation constitutes grounds for disciplinary action pursuant to Section 8 of the BOC Professional Practice and Discipline Guidelines ("BOC Discipline Guidelines").

WHEREAS, Respondent, in consideration of this Consent Agreement and for the purpose of terminating the BOC's investigation into the conduct described in Paragraphs 1-3 of Page 1 above, voluntarily admits that his actions as set forth above violate Code 3.11 of BOC Practice Standards and agrees that for purposes of this or any future proceeding before the BOC, this Consent Agreement shall have the same effect as if ordered after a full hearing held pursuant to Section 6 of the BOC Discipline Guidelines.

WHEREAS, the Respondent understands and acknowledges Respondent's rights to a hearing and to appeal a decision by a hearing panel, but waives those rights and stipulates and agrees to the issuance of this Consent Agreement without further proceedings in this matter, and agrees to be fully bound by the terms and conditions specified herein; and

WHEREAS, the BOC Executive Director has consented to the execution of this Consent Agreement;

NOW, THEREFORE, pursuant to Section 4 of the Discipline Guidelines and in consideration of the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby stipulate and agree to the following:

1. The Parties agree that this Consent Agreement shall be and hereby is legally binding and is in full and complete settlement and resolution of any and all charges and/or claims that were or could have been brought by the BOC regarding the actions of Respondent as set forth above in Paragraphs 1-3 of Page 1 and shall constitute an admission by the Respondent that these actions violated Code 3.11 of the BOC Practice Standards.

2. In exchange for the summary termination of the BOC's investigation into Respondent's conduct as described in Paragraphs 1-3 of Page 1 above, Respondent voluntarily admits: (1) the truthfulness of the factual allegation(s) set forth in Paragraph numbers 1-3 of Page 1 above; and (2) that Respondent's actions as set forth in Paragraphs 1-3 of Page 1 above violate Code 3.11 of the BOC Practice Standards. Respondent further agrees that for purposes of this or any future proceeding before the BOC, this Consent Agreement shall have the same effect as if ordered after a full hearing held pursuant to Section 6 of the Discipline Guidelines.

3. Respondent waives all right to a hearing on the merits of this matter as provided in Section 6 of the Discipline Guidelines.

4. Respondent waives all right to appeal the charges and/or claims set forth herein to the BOC or to any administrative, regulatory, judicial or other forum.

5. Respondent waives all right to challenge or otherwise contest the validity of this Consent Agreement to the BOC or to any administrative, regulatory, judicial or other forum. The Consent Agreement may be enforced by either party in an action at law or equity.

6. Respondent consents to and agrees that he shall comply at all times with the BOC Practice Standards.

7. Respondent consents to and agrees that he is issued a PUBLIC CENSURE. It shall be standard procedure to publish Public Censures.

8. Respondent's certification shall be reinstated to CERTIFIED and placed on probation for a period of three (3) years. During this time Respondent's certification is considered to be in good standing insofar as Respondent incurs no criminal charges or convictions and verifies this fact in writing to the Committee on an annual basis. Respondent will be required to submit the annual probation report no earlier than March 1<sup>st</sup> and no later than March 31<sup>st</sup> of each year (2019, 2020, 2021).

9. All reports required by the terms of this Consent Agreement shall be due according to a schedule to be established by the BOC. All correspondence and reports concerning the above restrictions and/or requirements are to be addressed to BOC Professional Practice and Discipline Committee.

10. Any alleged breach of any provision of this Consent Agreement by Respondent may, at the sole and absolute discretion of the BOC, result in the following actions:

- a. The BOC shall notify Respondent in writing by certified mail, return receipt requested or by tracked courier that the term(s) of this Consent Agreement have been breached and include a description of the acts or omission(s) constituting a breach the term(s) of this Consent Agreement.
- b. Respondent shall be allowed fifteen (15) days from the date of the receipt of notification required in Paragraph 10(a) above to demonstrate to the sole satisfaction of the BOC that Respondent has cured the breach in question.
- c. Failure to cure the breach within the fifteen (15) day time period to the satisfaction of the BOC, will terminate the BOC's obligations under this Consent Agreement and will cause the original matter, as described in

Paragraphs 1-3 of Page 1 above, to be referred to the BOC Professional Practice and Discipline Committee ("PPD Committee"), which shall make a final determination of the disciplinary action, if any, to be taken.

- d. In addition, Respondent's breach of any term of this Consent Agreement may constitute an additional and independent Code violation and may provide separate grounds for the BOC to suspend, revoke or otherwise take action with regard to Respondent's BOC certification.

11. Any notice by the BOC pertaining to this Consent Agreement shall be sufficient if sent to Respondent at the last address of record Respondent has reported to the BOC, or to an attorney designated by Respondent.

12. Respondent agrees that the factual and legal allegations as contained in this Consent Agreement shall be deemed true and admitted in any subsequent proceeding before the BOC in which Respondent's compliance with this Consent Agreement or the BOC Practice Standards is at issue.

13. Any extension of time or grace period for reporting granted by the BOC in its sole and absolute discretion shall not be a waiver or preclude the BOC from taking action at a later time. The BOC shall not be required to grant any waiver, extensions of time or grace periods.

14. This Consent Agreement shall be binding on and shall inure to the benefit of the Parties, their successors, assigns, or other legal representatives.

15. No waiver, change, amendment, or discharge of any term or condition hereof and no consent of either Party shall be of any force or effect unless made in writing and signed by both Parties or by duly authorized agents of the Parties. Any waiver granted by the BOC shall be at the sole and absolute discretion of the BOC and shall not constitute a continuing waiver.

16. This Consent Agreement contains the entire understanding between the Parties and supersedes any and all pre-existing understandings, either oral or written, between the Parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Consent Agreement, effective as of the 28<sup>th</sup> day of February 2018.

**National Athletic Trainers' Association Board of Certification, Inc.**

DocuSigned by:

*Denise Fandel*

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*Signature*

Denise Fandel

*Printed Name*

Executive Director

*Title*

3/21/2018

*Date*

DocuSigned by:

*Jimmy R. Augustin*

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*Signature*

Jimmy Augustin

*Printed Name*

3/21/2018

*Date*