



**CONSENT AGREEMENT**

This Consent Agreement is made by and between the Board of Certification, Inc., ("BOC"), a North Carolina non-profit corporation with a place of business at 1411 Harney Street, Suite 100, Omaha, Nebraska 68102, and Kelsie L Johnson ("Respondent") of [REDACTED], Flomaton, Alabama, [REDACTED], referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 2000034987) 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 stipulate to the truth and accuracy of the following:

1. December 9, 2021, Respondent was arrested and charged with one count of violating Alabama Code §13A-6-81 *School Employee Sex*.
2. December 13, 2021 BOC received numerous news alerts of Respondent's arrest. December 14, 2021, BOC received a copy of the Escambia County Sheriff Arrest Warrant. December 15, 2021, BOC suspended the Respondent's certification and sent a Notice & Emergency Suspension Order via Eversign. December 29, 2021, Respondent viewed the Notice & Emergency Suspension Order.
3. October 28, 2022, Respondent was indicted for violation of one count of Alabama Code §13A-6-81 *School Employee Engaging in a Sex Act with a Student Under the Age of 19*. March 4, 2024, Respondent entered a plea agreement and pled guilty to one count of violating Alabama Code §13A-6-65 *Sexual Misconduct*. March 6, Respondent was sentenced to 12 months of incarceration which was suspended. Respondent was placed on unsupervised probation for 24 months, payment of court

costs plus fines, no contact with victim or victim's family, and no appeal to modify or reduce sentencing.

4. The Respondent's conduct violates the Code of Professional Responsibility ("Code") 3.10 of the BOC Standards of Professional Practice ("BOC Practice Standards").  
"Takes no 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 9 of the BOC Professional Practice and Discipline Guidelines and Procedures ("BOC Discipline Procedures")."

WHEREAS, Respondent, in consideration of this Consent Agreement and for the purpose of terminating the BOC's investigation and the disciplinary proceedings against them, voluntarily admits that their actions as set forth above violate Code 3.10 of the 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 7 of the BOC Discipline Procedures.

WHEREAS, 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 Chief Executive Officer has consented to the execution of this Consent Agreement;

NOW, THEREFORE, pursuant to Section 3 of the BOC Discipline Procedures 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 and shall constitute an admission by the Respondent that their actions violated Code 3.10 of the BOC Practice Standards.

2. In exchange for the summary termination of the BOC's investigation into Respondent's conduct as described above, Respondent voluntarily admits: (1) that the facts set forth in Paragraphs 1-3 on Pages 1 and 2 above; (2) that Respondent's actions, violate Code 3.10 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 7 of the BOC Discipline Procedures.

3. Respondent waives all right to a hearing on the merits of this matter as provided in Section 7 of the BOC Disciplinary Procedures.

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 consent to and agrees that Respondent's certification status is considered Suspended. Respondent acknowledges and agrees that the suspension of a BOC certification is considered public information and may be published or otherwise disclosed by the BOC.
  
7. Further, while suspended Respondent is not authorized to do the following:
  - a. Represent themselves to the public as a practicing Certified Athletic Trainer, Board-Certified Specialist or use the certification marks "ATC" or "BCS-O" following their name; or
  - b. Serve as an item writer for any BOC certification exam; or
  - c. Serve as a supervisor or preceptor of students who are satisfying the athletic training requirements for certification eligibility.
  
8. Respondent may petition for reinstatement after suspension in accordance with Section 13 of the BOC Discipline Procedures. Such petition may be brought by Respondent no sooner than their release from unsupervised probation and completion of all court requirements for the offenses listed in Paragraphs 1-3 on Pages 1 and 2.
  
9. Respondent consents to and agrees to complete 8 hours in professional ethics administered by a BOC Approved Provider. Such a course may be a synchronous or asynchronous course. Documentation showing completion of the required ethics course must be received by the BOC before such a petition for reinstatement is considered.
  
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 or tracked courier, return receipt requested, or by secure electronic delivery with receipt verification (e.g., Eversign) 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. Such a breach may result in the Respondent's state athletic trainer agency and/or current employer being contacted as permitted by Section 14.2 of the BOC Discipline Guidelines.
- 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 he has cured the breach in question.
- c. Failure to cure the breach within the fifteen (15) day time period will terminate the BOC's obligations under this Consent Agreement and will cause the original matter, as outlined in Paragraphs 1-3 on Pages 1 and 2, 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 their 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 their 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 function as 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 4<sup>th</sup> day of February 2025.

**Board of Certification, Inc.**

*Anne M. Minton*

\_\_\_\_\_  
Signature

Anne M Minton  
\_\_\_\_\_  
Name

Chief Executive Officer  
\_\_\_\_\_  
Title

Feb 19 2025  
\_\_\_\_\_  
Date

*Kelsie L Johnson*

\_\_\_\_\_  
Signature

Kelsie L Johnson  
\_\_\_\_\_  
Name

Feb 19 2025  
\_\_\_\_\_  
Date