



BOARD OF CERTIFICATION

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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 Christopher R Shearer ("Respondent") of [REDACTED] [REDACTED] Downingtown, Pennsylvania, [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 029802664) 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. June 4, 2012, Respondent complied with the 2009-2011 continuing education audit. Respondent was issued a sanction of an audit for the 2012-2013 continuing education reporting period for not complying with Code 2.3 by using 2012 CE activities to meet the 2009-2011 CE requirements. Respondent was also issued a sanction of a private censure for not complying with Code 2.3 by failing to provide proof of ongoing ECC certification throughout the reporting period.
2. December 28, 2013, Respondent submitted his 2012-2013 continuing education report listing 79 as the total number of Continuing Education Units reported and attested to the following statements: 1) "I have maintained continuous certification in ECC for this reporting period. I am in possession of and prepared to present all current and expired ECC cards. I am aware I must keep these records for at least 2 years after the reporting period has ended." 2) "I am aware that falsification of this report may result in the revocation of my BOC certification."

3. Respondent was required to participate in the audit and was sent an audit notification on February 11, 2014. March 24, 2014, Respondent provided correct documentation for 34 of the 50 Continuing Education Units (CEUs) due. November 26, 2014, Respondent provided additional CE documentation of the remaining required CEUs to comply with the BOC requirement. Said CEUs were completed April 26-27, 2014. The only correct ECC card Respondent provided had an issue date of 11/13/2014. February 17, 2015, the Respondent's BOC Continuing Education audit was approved.

4. January 2, 2018, Respondent submitted his 2016-2017 continuing education report and attested to the following statements: 1) "I am aware that I am required to maintain ongoing certification in Emergency Cardiac Care (ECC) throughout the reporting period and I must keep these records for at least 2 years after the reporting period has ended." 2) "I have not maintained ongoing certification in ECC for this reporting period, or I no longer possess documentation for all ECC entries listed above. If audited, I am aware that I may be required to provide a written explanation if my ECC certification lapsed during any portion of this reporting period or I am unable to provide documentation of ECC certification." 3) "I am aware that falsification of this report may result in the suspension of my BOC certification."

5. Due to reporting CEUs after the December 31, 2017 deadline date, Respondent was required to participate in the audit. Respondent and was sent an audit notification from the BOC May 16, 30 and June 21, 2018. June 22, 2018, the BOC received Respondent's audit documentation. Respondent provided documentation for two

(2) correct ECC courses with his audit documentation. The first course was completed November 13, 2014 and was valid for two (2) years. The second course was completed December 12, 2018 and is valid for two (2) years. Respondent provided the following statement with his audit documentation, "My last certification was performed independently, outside of my company's normal timing. At around the time of the expiration of that certification my widowed mother passed away.(death cert available) As an only child and the executor of her estate, my time, energy, and concentration was truthfully taken away from nearly all other obligations, including my work and my own family. Further, my primary healthcare role is that of Physical Therapist, and therefore is not required for me to maintain. I will make every effort to initiate re-certification in the near future when my company performs a re-certification for our ATC's." Respondent's audit was approved December 17, 2018.

6. The Respondent's conduct is a violation of the Code of Professional Responsibility ("Code") 2.2 of the *BOC Standards of Professional Practice* ("BOC Practice Standards"), 2.2 in that the Respondent failed to comply with the most current BOC recertification policies and requirements.
7. The above described Code violations constitute grounds for disciplinary action pursuant to Section 8 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 into his conduct, voluntarily admits that his actions as set forth above violates Code 2.2 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 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 Executive Director has consented to the execution of this Consent Agreement;

NOW, THEREFORE, pursuant to Section 4 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 in Paragraphs 1-5 of Pages 1-3 and shall constitute an admission by the Respondent that these actions violated Code 2.2 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 1-5 of Pages 1-3 above, Respondent voluntarily admits: (1) the truthfulness of the factual allegation(s) set forth in Paragraphs 1-5 of Pages 1-3 above; and (2) that Respondent's actions, as set forth in Paragraphs 1-5 of Pages 1-3 above, violate Code 2.2 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 BOC Discipline Procedures.

3. Respondent waives all right to a hearing on the merits of this matter as provided in Section 6 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 consents to and agrees to comply at all times with the BOC Practice Standards.

7. Respondent consents to and agrees that he is issued a PUBLIC CENSURE. It is standard procedure to publish PUBLIC CENSURES.

8. Respondent's certification shall be placed on probation for a period of three (3) years. The BOC reserves the right to request ECC documentation at any time; this includes, but is not limited to, the BOC audit. Respondent must retain all ECC documentation that was current during the reporting period for at least 2 years after the end of the reporting period. The only acceptable documents are original certification cards, original certificates of completion or photocopies (front and back) of certification cards or certificates of completion. Within 30 days of the BOC's written request, Respondent will be required to submit current ECC documentation.

9. Respondent consents to and agrees that Respondent's certification status is considered CERTIFIED.

10. 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.

11. 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 by 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.
- b. Respondent shall be allowed fifteen (15) days from the date of the receipt of notification required in Paragraph 11(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 1-5 of Pages 1-3, 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 his BOC certification.

12. 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.

13. 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 his compliance with this Consent Agreement or the BOC Practice Standards is at issue.

14. 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.

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

16. 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.

17. 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 16th day of January 2019.

National Athletic Trainers' Association Board of Certification, Inc.

Denise M. Fandel

Signature

Denise Fandel

Printed Name

Chief Executive Officer

Title

Feb 12 2019

Date

Christopher R Shearer

Signature

Christopher R Shearer

Printed Name

Feb 12 2019

Date