



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 Eira N Perez ("Respondent") of [REDACTED] [REDACTED] South Gate, California [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 2000037890) 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. The BOC received a phone call from you October 4, 2019 stating the status on your personal profile in BOC Central™ reflected "Eligible for Certification" but then changed to "Eligible for Exam" allowing you to register September 16, 2019 for the October exam window. During your phone call, you requested we provide you something you could provide your prospective employer stating it was our mistake you had to sit again for the exam or that it was our mistake you didn't know you had to sit for the exam again. October 4, 2019, the BOC sent you an email requesting an original screen shot as an attachment showing the status on your personal profile as "Eligible for Certification" so we could investigate the issue. You emailed us the screen shot October 4, 2019. Our IT department investigated and found the 1906 version number on the screen shot you provided indicates the screenshot was taken between June 5, 2019 and July 20, 2019. The May/June 2019 exam results were posted June 24, 2019. The July/August 2019 exam results were posted August 20, 2019.

2. We requested the date you noticed the status on your personal profile in BOC Central™ as “Eligible for Certification.” October 14, 2019, we received an email from you stating, “I think we noticed it on Aug 20, 2019 around 8pm. I don’t remember when I took the screenshot. It was saved in my google photos and downloaded it to my photos October 4, 2019.”
3. In the meantime, the BOC received a call and an email from a potential employer who stated, “...that she [Respondent] indicated that she [Respondent] received notification that her [Respondent’s] exam score was adjusted which also changed her [Respondent’s] status. She [Respondent] indicated that there was a change in how the test was scored with the dropping of a set of questions that pushed her [Respondent’s] score below passing.” The BOC explained to the employer on the phone call there was not a scoring error for the July/August 2019 exam.
4. The Respondent’s conduct violates the Code of Professional Responsibility (“Code”) 3.5 of the BOC Standards of Professional Practice (“BOC Practice Standards”) (2019). Code 3.5 states, Respondent “Does not misrepresent in any manner, either directly or indirectly, their skills, training, professional credentials, identity or services or the skills, training, credentials, identity or services of athletic training.” The above described Code violation constitutes 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 her actions as set forth above violate Code 3.5 of BOC Practice Standard violations 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 Chief Executive Officer 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 1-3 of Pages 1 and 2, and shall constitute an admission by the Respondent that these actions violated Code 3.5 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 Pages 1 and 2 above, Respondent voluntarily admits: (1) the truthfulness of the factual allegation(s) set forth in Paragraphs 1-3 of Pages 1 and 2 above; and (2) that Respondent's actions, as set forth in Paragraphs 1-3 of Pages 1 and 2 above, violate Code 3.5 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 she 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 two (2) 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 report no earlier than January 1st and no later than January 31st of each year (2021,2022).

9. Respondent consents to and agrees to complete a course in professional ethics administered by a BOC Approved Provider. Such course may be a live course or a BOC-approved home-study course.

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

11. All reports required by the terms of this Consent Agreement shall be due according to a schedule to be established by the BOC. Documentation showing completion of the required ethics course must be received by the BOC no later than March 31, 2020. All correspondence and reports concerning the above restrictions and/or requirements are to be addressed to BOC Professional Practice and Discipline Committee.

12. 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.
- b. Respondent shall be allowed fifteen (15) days from the date of the receipt of notification required in Paragraph 12(a) above to demonstrate to the sole satisfaction of the BOC that she 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 of 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 his BOC certification.

13. 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.

14. 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.

15. 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.

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

17. 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.

18. 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 14th day of January 2020.

National Athletic Trainers' Association Board of Certification, Inc.

Anne M. Minton

Signature

Anne M Minton

Printed Name

Chief Executive Officer

Title

Feb 14 2020

Date

Eira N Perez

Signature

Eira N Perez

Printed Name

Feb 14 2020

Date