



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 Zachary E Zwiesler ("Respondent") of [REDACTED], [REDACTED], Beavercreek, Ohio, [REDACTED], referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 2000037649) 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. August 26, 2019, the BOC mailed Respondent a letter explaining the terms of his probation, "Per previous communication from the Board of Certification, Inc. (BOC), your certification has been placed on probation for a period of three (3) years. During this time your certification is in good standing insofar as you incur no criminal charges or convictions and verify this fact in writing to the Committee on an annual basis. You will be required to complete and submit the annual report no earlier than August 1st and no later than August 31st (2020, 2021, 2022). The BOC will send you the Probation Report via secure electronic delivery (e.g. Eversign) at the beginning of each August. You will follow the instructions to complete and submit the Probation Report. If you do not comply with the conditions of your probation, your certification may be suspended."
2. September 1, 2020, the BOC sent Respondent a reminder email as Respondent's completed Probation Report had not been received. The BOC did not receive a response. September 8, 2020, the BOC called and left Respondent a voicemail as Respondent's completed Probation Report had not been received. The BOC did not receive a response. September 15, 2020, the BOC sent Respondent an Investigation Notice electronically via

Eversign. According to Eversign records, Respondent has not yet viewed the Investigation Notice. October 1, 2020, the BOC mailed Respondent the Investigation Notice. To date, Respondent has not responded to the BOC nor has he provided a 2020 probation report.

3. The Respondent's conduct is a violation of the Code of Professional Responsibility ("Code") 3.16 of the *BOC Standards of Professional Practice* ("BOC Practice Standards"). 3.16 in that the Respondent failed to comply with all conditions and requirements arising from certification restrictions or disciplinary actions taken by the BOC, including, but not limited to, conditions and requirements contained in decision letters and consent agreements entered into pursuant to Section 4 of the *BOC Professional Practice and Discipline Guidelines and Procedures*.
4. 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_3.16 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 and 2 of Pages 1 and 2, and shall constitute an admission by the Respondent that these actions violated Code 3.16 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 and 2 of Pages 1 and 2 above, Respondent voluntarily admits: (1) the truthfulness of the factual allegation(s) set forth in Paragraphs 1 and 2 of Pages 1 and 2 above; and (2) that Respondent's actions, as set forth in Paragraphs 1 and 2 of Pages 1 and 2 above, violates Code 3.16 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 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 himself to the public as a practicing Certified Athletic Trainer or use the certification marks "ATC" following your name; or
- b. Serve as an item writer for the BOC certification exam; or
- c. Serve as a supervisor of students who are satisfying the athletic training requirements for certification eligibility.

8. Respondent may petition for reinstatement in accordance with Section 12 of the BOC Discipline Procedures. Such petition may be filed upon Respondent's ability to provide a completed and signed 2020 Probation Report. Such petition may be subject to a background check and panel review. Contact the BOC for reinstatement fees and procedures.

9. 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:

1. 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.
2. Respondent shall be allowed fifteen (15) days from the date of the receipt of notification required in Paragraph 9(a) above to demonstrate to the sole satisfaction of the BOC that he has cured the breach in question.

3. 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 and 2 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.
4. 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.

10. 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.

11. 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.

12. 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.

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

14. 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.

15. 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 31st day of December 2020.

National Athletic Trainers' Association Board of Certification, Inc.

Anne M. Minton

Signature

Anne M Minton

Printed Name

Chief Executive Officer

Title

Jan 11 2021

Date

Zachary E Zwiesler

Signature

Zachary E Zwiesler

Printed Name

Jan 11 2021

Date