



**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 Matthew J Falor ("Respondent") of [REDACTED], Topeka, Kansas, [REDACTED] referred to hereinafter collectively as the "Parties."

WHEREAS, Respondent has been certified by the BOC (Certification Number 2000005234) 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. March 24, 2022, the BOC received a complaint, a written statement with very specific examples and a signed affidavit alleging Respondent, on multiple occasions, used inappropriate and uncomfortable language all of a sexual nature in front of athletic trainers, athletic training students and patients. The term "patients" is based on the definition of "patient care" in the Athletic Trainer Glossary: "The provision of athletic training services (i.e., injury and illness prevention, wellness promotion and education, emergent care, examination and clinical diagnosis, therapeutic intervention and rehabilitation of injuries and medical conditions) to an actual patient."
2. In response to BOC's May 20, 2022 Investigation Notice, the Respondent's attorney's June 6, 2022 letter to the BOC stated, "In his capacity as head athletic trainer at Emporia State University ("Emporia"), Matthew has provided treatment to Emporia's football team. The male football players often initiated sexual innuendos in a joking manner, and Matthew responded to the players. The players were comfortable with the discussion and welcomed the banter. Matthew felt the environment at Emporia State encouraged him to have a light and friendly relationship with the players with

whom he worked. Matthew's engagement was at all times welcomed by the football players.

The only female patient with whom Matthew worked directly at Emporia was a female basketball player who sought out Matthew's assistance. Matthew did not direct sexual jokes towards the female athlete or engage in any inappropriate conversations with her.

As soon as Matthew was made aware that a non-patient complainant found his jokes and banter inappropriate, he immediately stopped engaging in such jokes and banter.

Matthew regrets that his banter made co-workers uncomfortable, and he has resolved not to engage in such conversations or jokes in the future, even if initiated by others. However, we maintain that Matthew never engaged in sexual banter in the presence of patients when he felt it was unwelcomed, and the complainants against Matthew were never his patients."

3. Respondent's conduct as described in Paragraphs 1 and 2 above violates Code of Professional Responsibility ("Code") 3.2 and 3.10 of the BOC Standards of Professional Practice ("BOC Practice Standards"). Code 3.2 states, "Practices in accordance with applicable local, state and/or federal rules, requirements, regulations and/or laws related to the practice of athletic training including, without limitation, applicable state licensing and ethical requirements. Code 3.10 states, "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 or misconduct; actual or threatened use of violence; the prohibited sale or

distribution of controlled substances, or the possession with intent to distribute controlled substances; or improper influence of the outcome or score of an athletic contest or event."

4. The above-described Code violations 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 and 2 of Pages 1 and 2 above, voluntarily admits that their actions as set forth above violates Code 3.2 and 3.10 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 Chief Executive Officer 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 and 2 of Pages 1 and 2 and shall constitute an admission by the Respondent that these actions violated Code 3.2 and 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 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 Paragraph numbers 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 3.2 and 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 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 they shall comply at all times with the BOC Practice Standards.

7. Respondent consents to and agrees that they are issued a Public Censure. It is standard procedure to publish Public Censures.

8. Respondent consents to and agrees to provide the BOC proof of completion and the results of six (6) hours of an assessment based sexual harassment course no later than October 31, 2022.

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

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.
- 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 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.
- 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 29<sup>th</sup> day of June 2022.

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

*Anne M. Minton*

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Signature

Anne M Minton

\_\_\_\_\_  
Printed Name

Chief Executive Officer

\_\_\_\_\_  
Title

Jul 27 2022

\_\_\_\_\_  
Date

*Matthew J Falor*

\_\_\_\_\_  
Signature

Matthew J Falor

\_\_\_\_\_  
Printed Name

Jul 27 2022

\_\_\_\_\_  
Date