

STATE OF SOUTH DAKOTA
DEPARTMENT OF LABOR AND REGULATION
BOARD OF ACCOUNTANCY

In the Matter of:)	
)	CPE AUDIT
KATHRYN F. BREWER,)	
CERTIFIED PUBLIC ACCOUNTANT)	NEGOTIATED
)	CONSENT AGREEMENT
Certificate No. 2462)	

The above-named parties in the interest of resolving the action between them enter into this Consent Agreement upon the terms and conditions set forth below.

1. The South Dakota Board of Accountancy (Board) has jurisdiction of this matter pursuant to SDCL 36-20B.
2. Kathryn F. Brewer (Brewer) is licensed as a certified public accountant (CPA) with the Board. Her certificate number is 2462.
3. As a licensee, Brewer is subject to the provisions of SDCL 36-20B and ARSD 20:75.
4. Pursuant to SDCL 36-20B-27 a licensed CPA is required to complete 120 hours of continuing professional education (CPE) in each three-year renewal cycle.
5. Pursuant to ARSD 20:75:04:11 the CPA is subject to verification of all CPE submitted to the board. A CPA selected for a review must provide documentation to verify attendance or completion of all courses reported to the board for CPE credit.
6. Pursuant to ARSD 20:75:04:15 the CPA is required to keep documentation as acceptable evidence of completion for claimed CPE courses.
7. On September 11, 2012, Brewer was sent a letter in regards to being randomly selected for a CPE audit. Brewer was informed that the deadline for submission of the documentation to verify claimed CPE was October 31, 2012.

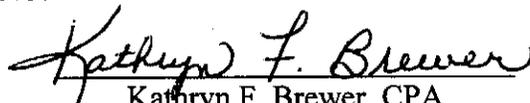
8. On November 5, 2012, Brewer was sent a second letter indicating documentation for claimed CPE had not been received for her CPE audit. The board requested her to submit the documentation for claimed CPE within 15 days.
9. Brewer submitted partial CPE documentation to the board on November 27, 2012.
10. On January 4, 2013, Senior Secretary Iverson emailed Brewer detailing the CPE record still needed to complete the CPE audit. A second email was sent on January 11, 2013 detailing the CPE record still needed to complete the CPE Audit. Brewer was asked to submit the documentation to verify the claimed CPE by January 25, 2013.
11. Brewer responded on January 11, 2013, indicating that documentation to verify the course could not be found.
12. Brewer acknowledges that she failed to maintain documentation to verify the 120 hours of CPE requirement for the period ending June 30, 2011.
13. Brewer acknowledges that she failed to maintain documentation to verify the 120 hours of CPE requirement for the period ending June 30, 2012.
14. Brewer acknowledges that she failed the CPE audit for the three year period ending June 30, 2012, by not submitting sufficient documentation for all claimed CPE.
15. The above described conduct constitutes grounds for disciplinary action in South Dakota against Brewer.
16. Brewer is aware that she may choose to be represented by legal counsel in this matter.
17. Brewer is aware of and understands the nature of these matters and has been informed of her right to counsel, notice, hearing, and appeal, and that by agreeing to and signing this Consent Agreement, she waives all procedures and proceedings before the Department to which she may be entitled under state or federal law.

18. Brewer admits that the violations described in this Consent Agreement are true and accurate, and Brewer admits to having violated South Dakota Law and Administrative Rules of South Dakota.
19. In return Brewer's agreement to the provisions of this Consent Agreement, the Board agrees not to proceed to hearing and agrees that this Consent Agreement will constitute the final agency disposition of this matter.
20. Brewer agrees, in lieu of contesting this matter formally, to voluntarily accept the following terms and conditions for entry of this Consent Agreement:
 - a. Brewer will have 2.5 hours of CPE rolled back from the period ending June 30, 2012, into the period ending June 30, 2011. A CPE extension will be placed on her file for period ending June 30, 2011;
 - b. The Board shall grant Brewer an extension to complete 1.5 hours of CPE for the period ending June 30, 2012. The 1.5 hours must be completed within 90 days of the signed agreement by the Chair;
 - c. Brewer shall submit proof of completion for all claimed CPE courses taken through the extension timeframe and for the next three renewal periods;
 - d. Brewer will not be eligible for an extension to complete CPE for the next three renewal periods; and
 - e. Brewer shall pay an administrative fee in the amount of \$50. The administrative fee must be paid within 30 days of the signed agreement by the Chair.
21. If Brewer fails to comply with the terms or conditions of this Consent Agreement, the Board may initiate formal disciplinary action against her.
22. Brewer understands that nothing in this Consent Agreement will be deemed to restrict the Board from raising facts in reference to either party outside of those set forth in this Consent Agreement, if there are other material facts related to the matters under investigation that have not been set forth or disclosed herein.
23. Brewer consents, agrees, and acknowledges that this Consent Agreement must be submitted to the Board for acceptance or rejection. In the event the Board rejects the

recommendations for resolution by Consent Agreement, Brewer waives any right to claim prejudice of the Board by reason of any factual basis submitted to the Board in an effort to resolve this matter by Consent Agreement rather than by formal proceeding.

24. Brewer understands that the terms of this Consent Agreement will be public, which includes publishing a summary of the action taken on the Board's website.
25. Brewer understands that this Consent Agreement may be considered in any future licensing procedures with the Board and for the purposes of determining the appropriate sanctions in any future actions by the Board for any violations of laws or regulations of the State of South Dakota or for failing to abide by any order of the Board.
26. Brewer has read, understands, and agrees to this Consent Agreement and is freely and voluntarily signing it. This Consent Agreement contains the entire agreement between the parties relating to the matters referenced in the Consent Agreement. Brewer is not relying on any other representations of any kind, verbal or otherwise.
27. If this Consent Agreement is approved by the Board, a copy of the executed Consent Agreement will be served by first class mail to Brewer, at the address 24745 Singletree Lane, Hermosa, SD 57744.

Dated this 26 day of January, 2013.


Kathryn F. Brewer, CPA

Dated this 27 day of March, 2013.


John Mitchell, Chair
South Dakota Board of Accountancy