

1 Certified Residential or Certified General Appraiser who shall serve as Respondent's
2 mentor ("Mentor"). The Mentor shall be either an Arizona Certified Residential or
3 General Appraiser. In the event that the Respondent's client will not accept the
4 signature of the Mentor affixed to an assignment as a supervisory appraiser, the
5 Mentor need not co-sign the report, but must complete a written review of each report
6 ensuring that the report complies with USPAP and the Board's statutes and rules. The
7 Mentor's review shall comply with the requirements of Standard 3 of the USPAP. The
8 Mentor's Standard 3 review shall be completed before the report is issued to the
9 client. Any changes the Mentor requires to ensure the report complies with the
10 USPAP shall be completed by the Respondent and approved by the Mentor before the
11 report is issued. The Mentor's written Standard 3 review shall be maintained by the
12 Mentor and made available to the Board upon request. In order to invoke these
13 provisions, the Respondent must submit proof to the Board with her monthly log
14 showing that her client's policies prevent co-signature by the Mentor

15 5. **During three of the six months probation, the Respondent shall not**
16 **issue a verbal or written appraisal, appraisal review, or consulting assignment**
17 **without prior review and approval by a Mentor.** Each report shall be signed by the
18 Mentor as a supervisory appraiser. After three (3) months, the requirement of pre-
19 approval of appraisals by a mentor may be terminated upon approval by the Board if
20 Respondent has complied with the conditions set out in this Order relating to
21 Mentorship.

22 6. The Mentor must be approved by the Board and is subject to removal by
23 the Board for nonperformance of the terms of this Consent Agreement. The Mentor
24 may not have a business relationship with Respondent except for the Mentor/Mentee
25 relationship nor may the Mentor be related to Respondent. Any replacement Mentor
26 is subject to the Board's approval and the remaining terms of this Consent Agreement.

1 The Board's Executive Director may give temporary approval of the Mentor until the
2 next regular meeting of the Board.

3 7. Not more than **30 days** after the effective date of this Consent
4 Agreement, Respondent shall submit to the Board the name and resume of an Arizona
5 Certified Residential or Arizona Certified General Appraiser who is willing to serve as
6 Respondent's Mentor together with a letter from the potential Mentor agreeing to
7 serve as Respondent's Mentor. If requested by Board staff, Respondent shall continue
8 to submit names, resumes, and letters agreeing to serve as Mentor until a Mentor is
9 approved by the Board. Any Mentor must be approved in writing by the Board.

10 8. Respondent shall bear all costs and expenses associated with the
11 mentorship.

12 9. The Mentor shall submit monthly reports to the Board for each calendar
13 month during Respondent's probationary period requiring mentorship reflecting the
14 quantity and quality of Respondent's work, including, but not limited to, improvement
15 in Respondent's practice and resolution of those problems that prompted this action.
16 The Mentor's report shall be filed monthly beginning the 15th day of the first month
17 following the start of Respondent's probationary period and continuing each month
18 thereafter until termination of the mentorship by the Board. **Even if the Mentor**
19 **reviews no appraisals during a given month, a report stating that no appraisals**
20 **were reviewed or approved must be submitted.** It is the Respondent's
21 responsibility to ensure that the Mentor submits his/her reports monthly. If the
22 monthly reporting date falls on a Saturday, Sunday, or holiday, the report is due on the
23 next business day. The monthly report may be filed by mail or facsimile.

24 10. For each month the Respondent is on probation, she shall file an
25 appraisal log with the Board on a monthly basis listing every Arizona appraisal that
26 she has completed within the prior calendar month by property address, appraisal type,

1 valuation date, the Mentor's review date (for those applicable months), the date the
2 appraisal was issued, and the number of hours worked on each assignment. The report
3 log shall be filed monthly beginning the 15th day of the first month following the start
4 of Respondent's probationary period and continuing each month thereafter until the
5 Board terminates the probation. If the log reporting date falls on a Saturday, Sunday,
6 or holiday, the report log is due on the next business day. **Even if Respondent**
7 **performs no appraisals within a given month, she must still file an appraisal log**
8 **with the Board showing that no appraisals were performed.** The monthly log
9 report must be filed by mail, facsimile or in person.

10 11. The Board reserves the right to audit any of Respondent's reports and
11 conduct peer review, as deemed necessary, during the probationary period. The Board
12 may, in its discretion, seek separate disciplinary action against the Respondent for any
13 violation of the applicable statutes and rules discovered in an audit of the
14 Respondent's appraisal reports provided to the Board under the terms of this Consent
15 Agreement.

16 12. Respondent's probation, including mentorship, shall continue until: (a)
17 Respondent petitions the Board for termination and (b) the Board terminates the
18 probation and mentorship. Upon petition by the Respondent for termination of the
19 probation and mentorship, the Board shall select and audit 3 of Respondent's appraisal
20 reports.

21 13. At the end of **six (6) months** from the effective date of this Consent
22 Agreement, the Respondent must petition the Board for termination of her probation.
23 If the Board determines that Respondent has not complied with **all** the requirements of
24 this Consent Agreement, the Board, at its sole discretion, may either: (a) continue the
25 probation, including mentorship; or (b) institute proceedings for noncompliance with
26

1 this Consent Agreement, which may result in suspension, revocation, or other
2 disciplinary and/or remedial action.

3 14. Respondent shall not act as a supervising appraiser for other appraisers or
4 trainees, nor shall she act as a mentor, during the term of the probation. Respondent shall
5 also not teach any course related to real estate appraisals during the term of the probation.
6

7 15. Respondent shall comply with the Uniform Standards of Professional
8 Appraisal Practice in performing all appraisals and all Board statutes and rules.

9 16. If, between the effective date of this Consent Agreement and the
10 termination of Respondent's probation by the Board, Respondent fails to renew her
11 license while under this Consent Agreement and subsequently applies for a license or
12 certificate, the remaining terms of this Consent Agreement, including probation and
13 mentorship, shall be imposed if the application for license or certificate is granted.

14 17. Respondent has read and understands this Consent Agreement as set
15 forth herein, and has had the opportunity to discuss this Consent Agreement with an
16 attorney or has waived the opportunity to discuss this Consent Agreement with an
17 attorney. Respondent voluntarily enters into this Consent Agreement for the purpose
18 of avoiding the expense and uncertainty of an administrative hearing.

19 18. Respondent understands that she has a right to a public administrative
20 hearing concerning each and every allegation set forth in the above-captioned matter,
21 at which administrative hearing she could present evidence and cross-examine
22 witnesses. By entering into this Consent Agreement, Respondent freely and
23 voluntarily relinquishes all rights to such an administrative hearing, as well as all
24 rights of rehearing, review, reconsideration, appeal, judicial review or any other
25 administrative and/or judicial action, concerning the matters set forth herein.

26 Respondent affirmatively agrees that this Consent Agreement shall be irrevocable.

1 19. Respondent understands that this Consent Agreement, or any part
2 thereof, may be considered in any future disciplinary action against her.

3 20. The parties agree that this Consent Agreement constitutes final
4 resolution of this disciplinary matter.

5 21. Time is of the essence with regard to this agreement.

6 22. If Respondent fails to comply with the terms of this Consent Agreement,
7 the Board shall properly institute proceedings for noncompliance with this Consent
8 Agreement, which may result in suspension, revocation, or other disciplinary and/or
9 remedial actions. Respondent agrees that any violation of this Consent Agreement is a
10 violation of A.R.S. § 32-3631(A)(8), which is willfully disregarding or violating any
11 of the provisions of the Board's statutes or the rules of the Board for the
12 administration and enforcement of its statutes.

13 23. Respondent understands that this Consent Agreement does not constitute
14 a dismissal or resolution of other matters currently pending before the Board, if any,
15 and does not constitute any waiver, express or implied, of the Board's statutory
16 authority or jurisdiction regard any other pending or future investigation, action or
17 proceeding. Respondent also understands that acceptance of this Consent Agreement
18 does not preclude any other agency, subdivision or officer of this state from instituting
19 other civil or criminal proceedings with respect to the conduct that is the subject of
20 this Consent Agreement.

21 24. Respondent understands that the foregoing Consent Agreement shall not
22 become effective unless and until adopted by the Board of Appraisal and executed on
23 behalf of the Board. Any modification to this original document is ineffective and
24 void unless mutually approved by the parties in writing.

25 25. Respondent understands that this Consent Agreement is a public record
26 that may be publicly disseminated as a formal action of the Board.

1 26. Pursuant to the Board's Substantive Policy Statement #1, the Board
2 considers the violations in the above-referenced matter to constitute to a **Level III**
3 **Violation.** 9th

4 DATED this 2 day of February, 2009.

6 Christine J. Kelsey-Gray
7 Christine J. Kelsey-Gray, Respondent

Deborah G. Pearson
Deborah G. Pearson
Executive Director
Arizona Board of Appraisal

10 **ORIGINAL** of the foregoing filed
11 this 9th day of February, 2009 with:

12 Arizona Board of Appraisal
13 1400 W. Washington Street, Suite 360
14 Phoenix, AZ 85007

15 **COPY** of the foregoing mailed regular mail *and certified mail 7007 2520 0001 3358 8644*
16 this 9th day of February, 2009 to:

17 Christine J. Kelsey-Gray
18 409 15th Terrace
19 Bisbee, AZ 85603

20 **COPY** of the foregoing sent or delivered
21 this 9th day of February, 2009 to:

22 Jeanne M. Galvin
23 Assistant Attorney General
24 Arizona Attorney General's Office
25 1275 W. Washington, CIV/LES
26 Phoenix, AZ 85007

By: Deborah G. Pearson

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